

LIBER

482

STATE OF MARYLAND

BOOK 0482 PAGE 1

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242393

RECORDED IN LIBER 449 FOLIO 258 ON May 3, 1982 (DATE)

1. DEBTOR

Name Brenneman, Raymond T.

Address Route 1, Box 417, Gambrills, Maryland 21054

2. SECURED PARTY

Name Deutz Credit Corporation

Address 7585 Ponce de Leon Circle, Atlanta, Georgia

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
490364 055 902 718:18
JAN 23 85

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

FORM OF STATEMENT JAN 23 PM 4:39

E. AUBREY COLLISON
CLERK

RECEIVED
CREDIT CORP.
RECORDED
JAN 23 1985

Mailed to Secured Party

10/10
Dated January 7, 1985

DEUTZ CREDIT CORPORATION
(Signature of Secured Party)
W. J. Campbell
Type or Print Above Name on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 LIBER - 482 PAGE

255311

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 Jerry A. Jackson d/b/a Jackson Auto Machine
Address 7407 Rodge Road, Hanover, Maryland 21076

2. SECURED PARTY

Name Sunnen Products Company
Address 7910 Manchester Avenue
St. Louis, Missouri 63143

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)

Certain machinery and equipment manufactured by Sunnen Products Company including:

LBB-1699 Honing Machine Serial# 23976

AG-300 Precision Gage Serial# 21681

CRG-750 Cap & Rod Grinder Serial# 16341

and various tooling.

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

Handwritten signature of Jerry A. Jackson

(Signature of Debtor)

JERRY A. JACKSON d/b/a Jackson Auto Machine

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Jean Guse, Credit Manager
Jean Guse (Signature of Secured Party)

Sunnen Products Company

Type or Print Above Signature on Above Line

1250

1985 JAN 24 AM 8:32
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

RECORD FEE 12.00
POSTAGE .50
#80375 0237 R02 TOR:24
JAN 24 85

NOT SUBJECT TO RECORDATION TAX

DO NOT RECORD AMONG THE LAND RECORDS

LIBER - 482 PAGE

3

2553-15

RECEIVED FOR RECORD
- COURT COUNTY
1985 JAN 24 AM 8:32
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

1. Debtors:

Larry G. Dasch
Diane H. Dasch

Address:

1181 Tanager Drive
Millersville, MD 21108

2. Secured Parties:

Second National Building & Loan, Inc.
William F. Brooks, Jr., Trustee
Donna M. Pittman, Trustee

Address of all Secured Parties:

c/o Second National Building & Loan, Inc.
Phillip Morris Drive & Route 50
Salisbury, Maryland 21801

3. This Financing Statement covers:

All 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.

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:
Unit No. 10, Helmsman Condominium, 123rd Street, Ocean City, MD

Debtors:

Larry G. Dasch 1/5/85
LARRY G. DASCH
Diane H. Dasch 1/5/85
DIANE H. DASCH

RECORD FEE 12.00
POSTAGE .50
880376 0237 R02 108:24
JAN 24 85

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.

✓

1250

755316

FINANCING STATEMENT FORD MOTOR COMPANY FORD PARTS AND SERVICE DIVISION

This FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code. 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and Address(es) Bob Bell Ford 7165 Richie Hwy. Glen Bernie, Maryland	2. Secured Party(ies) and Address(es) FORD MOTOR COMPANY P.O. Box 5738 - Beech Branch Attn: Credit Department Detroit, Michigan 48239	For Filing Officer (Date, Time, Number and Filing Office)
--	---	---

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

All Ford and/or Motorcraft branded parts now owned or later acquired by debtor.

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 11.00
POSTAGE .50
#80378 (237 102 708:24
JAN 24 85

Check if covered: Proceeds of Collateral Products of Collateral covered Number of additional sheets presented: _____

Filed with: Clerk of Circuit Court - Anne Arundel County - Annapolis, Maryland 21401

This instrument prepared by: FORD MOTOR COMPANY

Bob Bell Ford (Debtor) FORD MOTOR COMPANY FORD PARTS AND SERVICE DIVISION (Secured Party)

By: Robert Bell (Signature(s) of Debtor(s)) By: T. P. Miles, Supervisor-Customer Accounts (Signature(s) of Secured Party(ies)) Section-Credit

FPS-7098-A S&D Jan 75

Previous editions may NOT be used

- 1 - FILING OFFICER COPY - ALPHABETICAL
- 2 - FILING OFFICER COPY - NUMERICAL
- 3 - FILING OFFICER COPY - ACKNOWLEDGMENT
- 4 - SECURED PARTY COPY Dept.
- 5 - DEBTOR COPY

66355

11/5/86

RECEIVED FOR RECORD
CIRCUIT COURT ANNE ARUNDEL COUNTY
1985 JAN 24 AM 8:32
E. AUBREY COLLISON
CLERK



Mailed to Secured Party

11/5

STATE OF MARYLAND

Financing Statement (Form UCC-1)

Identifying File No. _____

Not Subject to Recording Tax
(Lease Agreement with Nominal Purchase Option)

1. LESSEE: GILFORD QUEEN, dba QUEEN'S BODY SHOP
6021 Ritchie Highway
Brooklyn Park, MD 21225

2. LESSOR: BUTLER AND COMPANY, INC.
8726 TOWN & COUNTRY BOULEVARD, SUITE 205
ELLICOTT CITY, MD 21043

3. ASSIGNEE (if any) OF LESSOR:

RELIABLE PUMP, INC.
180 South General Street
Baltimore, MD 21201

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)

- 1 - Monorail Bench Assembly s/n 027
- 1 - Pull Dozer s/n 026

RECORD FEE 12.00
POSTAGE .50
#80382 0237 R02 108:36
JAN 24 85

RECEIVED FOR RECORD
CIRCUIT CLERK'S OFFICE
1985 JAN 24 AM 8:53
E. AUDREY COLLISON
CLERK

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

GILFORD QUEEN, dba QUEEN'S BODY SHOP
Name of Lessee

BUTLER AND COMPANY, INC.
Name of Lessor

BY: [Signature]
Signature of Lessee

BY: [Signature]
Signature of Lessor

Gilford W. Queen Prop.
Type or Print Name, include title

DEBORAH STRAN, CREDIT MANAGER
Type or Print Name, include title

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
Ellicott City, MD 21043

Mailed to Secured Party

301/1

1250

255313

TO BE
 NOT TO BE

CROSS INDEXED

IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):

George A Ochs
Name or Names—Print or Type
148 Lake Shore Dr Pasadena Md 21122
Address—Street No., City - County State Zip Code

Donna L Ochs
Name or Names—Print or Type
148 LAKE SHORE DR 21122
Address—Street No., City - County State Zip Code

2. Secured Party:

Sears Roebuck & Co
Name or Names—Print or Type
6650 H. Condit Ave Glen Burnie
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

WALL TO WALL Carpet

4. If above described personal property is to be affixed to real property, describe real property.

148 Lake Shore Dr
Pasadena Md. 21122

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

George A. Ochs Jr.
(Signature of Debtor)

George A. Ochs Jr.
Type or Print

Donna L Ochs
(Signature of Debtor)

Donna L. Ochs
Type or Print

Sears, Roebuck and Company

(Company, if applicable)

[Signature]
(Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

RECEIVED IN RECORDS
COURT HOUSE, BALTIMORE COUNTY
J.F. CLERK
1985 JAN 24 AM 8:53
E. AUBREY COLLISON
CLERK
RECORD FEE 15.00
POSTAGE .50
#80383 0237 R02 108:37
JAN 24 85

Mailed to Secured Party

1550

255310

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) Unilease Computer Corporation 1370 Avenue of Americas New York, New York 10019	2. Secured Party(ies) and address(es) Midlantic National Bank 200 Broadacres Drive Bloomfield, N.J. 07003	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:

Equipment, insurance and proceeds as more fully described on Schedule A attached hereto

MM#22

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 13.00
#90410 1237 R02 710:33
JAN 24 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:

Filed with: COUNTY CLERK ANNE ARUNDEL, MD

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 2

UNILEASE COMPUTER CORPORATION By: <u>[Signature]</u> Signature(s) of Debtor(s)	MIDLANTIC NATIONAL BANK By: <u>Anita L. Russell</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, S.A. COUNTY

1985 JAN 24 AM 10:47

E. AUBREY COLLISON
CLERK



MM
13-

SCHEDULE A
to
FORM UCC-1 Financing Statement

UNILEASE COMPUTER CORPORATION, as Debtor
MIDLANTIC NATIONAL BANK, as Secured Party

I. EQUIPMENT

The following Equipment manufactured by
International Business Machines Corporation

Equipment Schedule No. 22

<u>Item No.</u>	<u>Qty.</u>	<u>Model/Feature</u>	<u>Description</u>	<u>Serial No.</u>
Location: 6021 Rio Grande Avenue Orlando, Fla 32809				
1-2	2	3180-110	Display Station	04433 02606
3-33	31	3179-100	Color Display Station	
Serial Numbers for Item Nos. 3-33 are as follows: 06423, 06352, 06354, 06449, 06452, 06451, 06417, 06351, 06462, 06454, 06461, 06446, 06447, 09198, 09217, 08911, 09219, 09212, 08935, 09218, 08905, 09194, 09193, 08908, 08903, 09216, 09197, 08703, 09199, 06349, 27259				
Location: 6303 Ivy Lane Greenbelt, MD 20770				
34	1	3179-100	Color Display Station	06274
Location: 475 School Street Washington, D.C.				
35-36	2	3179-100	Color Display Station	08712 08901
Location: 112-F Inverness Circle East Englewood, CO 90112				
37	1	3179-100	Color Display Station	08711
Location: 6021 Rio Grande Avenue Orlando, FLA 32809				
38-49	12	3180-110	Display Station	
Serial Numbers for Item Nos 38-49 are as follows: 03303, 04006, 08099, 10034, 11077, 03984, 04038, 09791, 10402, 10470, 11087, 11088				

<u>Item No.</u>	<u>Qty.</u>	<u>Model/Feature</u>	<u>Description</u>	<u>Serial No.</u>
Location: 112-F Inverness Circle East Englewood, CO 90112				
50	1	3180-110	Display Station	08393

Current Equipment Location:
See locations listed above.

Together with Borrower's interest in all replacements, substitutions, accessions thereto and therefor, parts, fittings, or accessories, whether now owned or hereafter acquired, except those which can be readily removed without causing material damage thereto and without impairing the operation and value thereof, and the proceeds of any and all of the foregoing.*

II. INSURANCE

All insurance covering the above described Equipment against risk of fire, theft, or any other physical damage or loss whatsoever, and the proceeds thereof.*

III. LEASES

All right, title and interest of Unilease Computer Corporation ("Debtor") in, under and to any and all renewals or extensions of said Equipment Schedule No. 22 described above after the expiration of the initial term thereof on August 31, 1988 and all leases or re-leases of the Equipment after the expiration of said Equipment Schedule No. 22 and future amendments, supplements and addenda thereto (collectively, the "Leases"), including but without limiting the generality of the foregoing, (i) the immediate and continuing right to receive and collect all payments, awards, insurance proceeds and other sums received pursuant to any Lease whether from an insurer or lessee (except for indemnification payments made pursuant to a Lease for loss of anticipated tax benefits); and (ii) all claims, rights, powers, privileges and remedies on the part of Debtor with respect to the Equipment, whether arising under any Lease or by statute or at law or in equity or otherwise.

M2MMA: Schedule A-10

Mailed to Secured Party

FINANCING STATEMENT

255350

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Vincent Manzulli	Chesapeake Mobile Home Court Ridge- Chapel Road #26 Hanover, Anne Arundel, Md 21076

SECURED PARTY

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

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

1985 Liberty Surpa 14 x 60 Serial Number 08-L-55179
Colonial Wood Grain Sidding w/buckskin

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

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

E. AUBREY COLLISON
CLERK

1985 JAN 24 AM 10:47

RECEIVED FOR RECORD
CREDIT INSTITUTIONS
LIBRARY

Debtor

Vincent Manzulli
VINCENT MANZULLI

Secured Party

THE SAVINGS BANK OF BALTIMORE

BY *Michelle Chesbire*

RECORD FEE 11.00
POSTAGE 50
#80413 0237 R02 T10:35
JAN 24 85

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

[Handwritten signature]

PCS 0847

Mailed to Secured Party

11/5

255351

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Lawrence W. Crawford
Barbara Crawford

Box 148 Chesapeake Court
Hanover, MD 21076

A.A Co

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

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

1985 New Imperial Regal 421 70x14 Mobile Home Serial #85502

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

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

E. AUBREY COLLISON
CLERK

1985 JUN 24 AM 10:47

RECEIVED FOR RECORDATION
COURT CLERK A.A. CO.

Debtor

Secured Party

RECORD FEE 12.00
POSTAGE 50
#00414 C237 R02 110:35
JAN 24 85

Lawrence W. Crawford Sr.
LAWRENCE W. CRAWFORD, SR.

THE SAVINGS BANK OF BALTIMORE

Barbara Crawford
BARBARA CRAWFORD

BY Michelle Rivalle

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

Handwritten initials

PCS 0847

Mailed to Secured Party

125

255352

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Daniel K. Smith
Michelle Smith

Chesapeake Mobile Home Court # 109
Hanover, Maryland 21076

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
1985 Liberty "Leader" B46011, 60 X 14, Brown/Cream Buckskin 08-L-55393
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECEIVED FOR RECORD
CLERK
1985 JAN 24 AM 10:47
E. ALBERT COLLISON
CLERK

KD

Debtor

Secured Party

Daniel K. Smith
DANIEL K. SMITH
Michelle Smith
MICHELLE SMITH

THE SAVINGS BANK OF BALTIMORE
BY *Michelle McArdle*

RECORD FEE 12.00
POSTAGE .50
#80415 0237 R02 110:36
JAN 24 85

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

PCS 0847

Mailed to Secured Party

1230

255353

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Timothy Coons	15 S Gail
Sandra Coons	Parkway Village Anne Arundal Co Laurel, Md. 20707

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
13 1985 JAN 24 AM 10:47
E. AUDREY COLLISON
CLERK

SECURED PARTY

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

- This financing Statement covers the following types (or items) of property (the collateral).
1980 Atlantic Ser# 0944 A B
- Proceeds and products of the collateral are also specifically covered.
- Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

Timothy Coon
TIMOTHY COON
Sandra L. Coon
SANDRA L. COON

THE SAVINGS BANK OF BALTIMORE
BY Michelle Plumble

RECORD FEE 12.00
POSTAGE .50
#80416 C237 R02 T10:36
JAN 24 85

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

PCS 0847

Mailed to Secured Party

1250



MARYLAND NATIONAL BANK

We want you to grow.

TOTAL DEBT \$50,000.00

255351

1/2 ON EQUIPMENT
1/2 ON EXEMPT PROPERTY
FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County & Department of Assessments and Taxation
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 25,000.00. 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 CIRCUIT COURT CLERK

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

RECORD FEE 11.00
 POSTAGE 50
 300423 0237 002 110:44
 JAN 24 85

RECORD TAX 175.00
 304044 0040 001 109:44
 FEB 19 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. *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.

J. R. Barton, Inc.

Walter D. Elling (Seal)
 By: Walter D. Elling, President

Secured Party
 Maryland National Bank

Richard J. Shenos (Seal)
 Richard Shenos
 Vice President
 Type name and title

E AUBREY COLLISON
 CLERK

1985 JAN 24 AM 10:47

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

I HEREBY CERTIFY THAT THIS
 IS A TRUE COPY jam

11/30

SCHEDULE A

1. Wysong Model 90-10 pressbrake, serial number PB56-178 (subject to security agreement).
2. One Engel model 520EMM cut to length line with four coil cradle racks, serial number 300030 (subject to security agreement).
3. One Wysong Model C-60 10 gauge roller with five inch rolls, serial number PR12299 (subject to security agreement).
4. One Wysong Model 10-10R with automatic back gauge and squaring arm, serial number P32-1439 (subject to security agreement).
5. One lock former superspeed cleat former, serial number 11489 (subject to security agreement).
6. One lock former electro feed measuring and cutoff machine, serial number CTL 231 (subject to security agreement).
7. One lock former 10 station standing "S" cleat rolling machine with government lock auxillary rolls, serial number 96 (subject to security agreement).
8. One power notcher.
9. One ten foot handbrake.
10. One insulation pin spotter.
11. One SMT power cleat backer.
12. One four foot finger brake.
13. One four foot brake.
14. One lock former Pittsburgh.
15. One spot welder pier.
16. One lock former Bansol.
17. Two Lincoln welders.
18. One lock former - snap lock.
19. One hand seamer.
20. One hand roller.
21. Two hand crimpers.
22. One hand cleat bender.
23. One hand edge bender.
24. One Kalanazoo steel cutter pare.
25. One Hefty Herman power craft lift.
26. One Toledo scale 1500 pounds.
27. One Miller archwelder.
28. One 10,000 pound power chain fall.
29. One

IMAN BROWN & DARROW
Attorneys at Law
Post Office Box 861
Annapolis, Maryland 21404-0861
DN: 264-310
DN: 264-555
DN: 858-550

I HEREBY CERTIFY THAT THIS
IS A TRUE COPY. *Jam*

Mailed to Secured Party

FINANCING STATEMENT

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 6,500.00
- To Be Recorded in Land Records of _____

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel Co.

1. Debtor(s) NAME ADDRESS City State
LOU-BEE VIDEO, INC., 118 Hillsmere Drive, Annapolis, MD 21403

2. Secured Party: SUBURBAN BANK
6610 Rockledge Drive, Bethesda, MD 20817
Attn: Loan Administration

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

RECORDING FEE 11.00
 RECORD TAX 45.50
 POSTAGE .50
 R01 T09:52
 JAN 24 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:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SUBURBAN BANK Debtor(s) or Assignor(s) LOU-BEE VIDEO, INC.
 By: Teresa A. Peruchi, AVP/Corp. by: Donna M. Loubier, President
 Type Name _____
 Title _____
 Type or Print Name and Title of Each Signature _____

RECEIVED FOR RECORD
 ANNE ARUNDEL COUNTY
 1985 JAN 24 AM 11:00
 E. ANDREW COLLISON
 CLERK

Mailed to Secured Party

11.00
 45.50
 .50

255356

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal
- Amount is \$ 10,500.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
TFS, Inc. t/a The Fabric Shop Joseph F. Geraghty and Celia Geraghty	551 Baltimore-Annapolis Blvd Severna Park, MD 21146
<u>Secured Party</u>	<u>Address</u>

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):

all inventory now owned or hereafter acquired, whether from the loan proceeds or otherwise, and all proceeds (cash and non-cash) of such inventory

RECORD FEE 14.00
POSTAGE .50

#01798 C345 R01 T12:47
JAN 24 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.

1905 JUN 24 PM 12:51
 CLERK
 COLLISON

Debtor (or Assignor) TFS, Inc. t/a The Fabric Shop Secured Party (or Assignee)

Joseph F. Geraghty
Celia Geraghty
 x *Joseph F. Geraghty*
 x *Celia Geraghty*

THE FARMERS NATIONAL BANK OF ANNAPOLIS

BY *James Conway*

Type or print names under signatures

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

Mailed to Assignee

14.00
~~14.50~~
 50

255357

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
 - Subject to Recordation Tax; Principal
 - To be Recorded in Land Records (For Fixtures Only).
- Amount is \$ 32,500 -

Name of Debtor

Address

Ferguson Trenching Co., Inc.

123 Revell Highway
Annapolis, MD 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):
Cat Wheel Loader 920, S/N 62K12171

RECORD FEE 11.00
 RECORD TAX 227.50
 POSTAGE .50
 480466 0237 R02 114:42
 JAN 24 85

RECEIVED FOR RECORD
 CIRCUIT COURT T. A. COUNTY
 1985 JAN 24 PM 2:44
 E. AUBREY COLLISON
 CLERK

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)

Ferguson Trenching Co., Inc.

FARMERS NATIONAL
BANK OF MARYLAND

BY:

[Signature]

BY

[Signature]

Type or print names under signatures

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

Mailed to Secured Party

11-
227 50
50

755353

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 3,025.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Bello Machre, Inc.

Freetown Road
Glen Burnie, MD 21061

Secured Party

Address

Farmers National Bank

5 Church Circle
Annapolis, MD 21041

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):

one Royal 1602MR Copier
one Royal 1602 Copier Stand

RECORD FEE 11.00
 RECORD TAX 21.00
 POSTAGE .50
 450457 0237 R02 114:42
 JAN 24 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.

E. AUBREY COLLISON
CLERK

1985 JAN 24 PM 2:44

RECEIVED FOR RECORD
CLERK COURT H. A. COUNTY



Debtor (or Assignor)

Bello Machre, Inc.

Rita J. Seal

Executive Dir.

Secured Party (or Assignee)

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

BY

James Conway

Type or print names under signatures

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

Mailed to Secured Party

11-
21-
52

255350

maryland national bank

FINANCING STATEMENT

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

E. AUBREY COLLISON
 CLERK
 1985 JAN 24 PM 3:06
 RECEIVED FINANCING STATEMENT
 CLERK ANNE ARUNDEL COUNTY

5. Debtor(s) Name(s) Atlantic Sailing Yachts of Maryland, Inc. Address(es) 7074 Bembe Beach Road Annapolis, Maryland 21403

Secured Party Maryland National Bank Address 1713 West Street Annapolis, Maryland 21401
 Attention: Stephen R. Nolan

RECORD FEE 11.00
 POSTAGE .50
 #80470 0237 HQ2 715:03
 JAN 24 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 including the attached Schedule A
 - 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.

Atlantic Sailing Yachts of Maryland, Inc.
Walter V. Kallaur (Seal)
 Walter V. Kallaur, President

Secured Party
Maryland National Bank
[Signature] (Seal)
 Credit Rep
 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.

SCHEDULE "A"

1983 C & C, Hull #CCY43012M83D	\$107,272.00
1984 C & C, Hull #CCY35066M84A	64,926.00
1984 Trawler, Hull #OYI410820184	90,600.00
1980 C & C, Hull #ZCC36205M80L	60,127.00
1984 C & C, Hull #CCY27511M84J	24,224.00
1982 Mailship, Hull #MPC00662M82A-34T	60,000.00
1982 C & C, Hull #CCY38123M82C	80,000.00
1984 Trawler, Hull #OYE36055I484	68,800.00

Mailed to Secured Party

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. 251113 recorded in
Liber 471, Folio 221 on March 5, 1984 (Date).

1. DEBTOR(S):

Name(s) Atlantic Sailing Yachts of Maryland, Inc.
Address(es) 7078 Bembe Beach Road, Annapolis, Maryland 21403

2. SECURED PARTY:

Name Loyola Federal Savings and Loan Association
Address 1300 North Charles Street, Baltimore, Maryland 21201

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

Maryland National Bank, 326 First Street, Annapolis, Md. 21403, ATTN: J. S. Seidl

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.

RECORDED
SECURITY CO. H. A. COUNTY
1985 JAN 24 PM 3:06
E. AUBREY COLLISON
CLERK



RECORD FEE 10.00
POSTAGE .50
#80471 0237 802 115:03
JAN 24 85

9. SIGNATURES.

SECURED PARTY
Loyola Federal Savings and Loan Assoc.

By *[Signature]*
[Signature]

(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

105

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. 244432 recorded in
Liber 454, Folio 368 on 9/28/82 (Date).

1. DEBTOR(S):

Name(s) Atlantic Sailing Yachts of Maryland, Inc.
Address(es) 7078 Bembe Beach Road, Annapolis, Maryland 21403

2. SECURED PARTY:

Name Loyola Federal Savings and Loan Association
Address 1300 North Charles Street, Baltimore, Maryland 21201

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

Maryland National Bank, 326 First Street, Annapolis, Md. 21403, ATTN: L. S. Seidl

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

Loyola Federal Savings and Loan Association

By

[Handwritten Signature]
[Handwritten Title]

(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
#80472 0237 R02 115304
JAN 24 85

Mailed to Secured Party

105

E. AUBREY COLLISON
CLERK

1985 JAN 24 PM 3:06

RECEIVED
CLERK'S OFFICE
JAN 24 1985

FINANCING STATEMENT FORM UCC-1

Identifying File No. 255300

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 Honeywell, Inc.
Address 2nd Street Extended, Greenwood Acres, Annapolis, MD 21401

2. SECURED PARTY

Name GENERAL ELECTRIC CREDIT CORPORATION 953320
Address 206 Danbury Road, Wilton, CT 06897

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

RECORD FEE

11.00

3. Maturity date of obligation (if any)

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

See Schedule attached hereto and made a part hereof.
"This financing statement is being filed solely as a precaution if contrary to the intention of the parties described above as debtro and secured party, the transaction relating to the property described herein is deemed to be other than a lease within the meaning of 1-201(37) of the Unifrom Commercial Code."

POSTAGE

#01890 C345 R01 T1E02

JAN 24 1985

9 433 88

CHECK THE LINES WHICH APPLY

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

Filed with Ann Arundel County Clerk

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

RETURN TO:

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

J.O. McCorkle
(Signature of Debtor)

J.O. McCorkle
Type or Print Above Name on Above

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to:

Stephen Joyce
(Signature of Secured Party)

STEPHEN JOYCE

Type or Print Above Signature on Above Line

RECEIVED IN RECORDS DEPARTMENT ANN ARUNDEL COUNTY

1985 JAN 24 PM 4:05

E. AUDREY COLLISON
CLERK

11.00
.50

255301



File No. _____

MARYLAND FINANCING STATEMENT

(all information must be typewritten or printed in ink)

- 1. (Not to Be) ~~INDEX~~ 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) Dixon's Machine Shop, Inc. 6426 St. Phillips Road Linthicum, Maryland 21090	4. Name and address of secured party Kansas Instruments, A Div of PMT, Inc. 1100 Union Street Council Grove, Kansas
---	---

RECORD FEE 11.00
 #01874 0345 R01 115:48
 JAN 24 85

5. Name of assignee of secured party: C.I.T. Corporation

Address: P.O. BOX 26005, Overland Park, Kansas 66225

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

- 1) D 30A Spraycab, Elec fired, 240volts, 3-phase s/n 17823
- 1) 248 Glass bead cabinet s/n 18745
- 1) 2001A Sioux valve shop s/n 728 (1) GPC 30 parts cleaner s/n 18783
- 1) FG 24 flywheel grinder with clutch kit s/n 388
- 1) RSC 950A Surface grinder s/n 1187B (1) AC 110 flex probe s/n 604
- 1) TCM 25 HD seat & guide Machine s/n 839 (1) 39VGR tilt table s/n
- 1) OTC Press 1833 with 1881 set
- 1) 780000 Irontite tester plus kits s/n B-82516

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 the space above, and complete the next sentence.) The above described goods are affixed or are to be affixed to: (describe real estate)

RECEIVED FOR RECORD
 COUNTY CLERK
 1985 JAN 24 PM 4:05
 E. AUBREY COLWELL
 CLERK

Proceeds of collateral are also covered.

Debtor(s) Dixon's Machine Shop, Inc. Secured Party Kansas Instruments, a Div of PMT, Inc.

By Norman E. Dixon Title Pres By Fred V. Dellett Jr.

Norman E. Dixon Fred V. Dellett Jr., General Manager
 (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)

Mailed to Secured Party

255362

FINANCING STATEMENT (UCC-1)

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$ 600,000.

1. Name of Debtor(s) (or Assignor): Bio Gro Systems, Inc.
 Address: P.O. Box 209
 Annapolis, MD. 21404

2. Name of Secured Party (or Assignee): THE SAVINGS BANK OF BALTIMORE
 Address: Attention: Commercial Loan Department
 P. O. Box 896
 Baltimore, MD 21203

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

The Obligor's specific equipment listed as follows:

- 1 Clow Corporation Uni-flo Pulverized line system including lime silo
- 1 Clow Corporation Uni-flo pulverized quick lime system including lime silo
- 2 60" Belt dewatering press with duplex polymer system
- 1 80" Belt dewatering press with duplex polymer system
- 3 Belt dewatering press conveyors

RECORD FEE 11.00
 RECORD TAX 4200.00

POSTAGE .50
 #01877 0345 R01 115:50
 JAN 24 85

(continued on page 2)

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.

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY
 1985 JAN 24 PM 4:05
 E. AUBREY COLLISON
 CLERK
 (PK)

Debtor(s): Bio Gro Systems, Inc.
 ✓ *[Signature]* v.p.

Secured Party:
 THE SAVINGS BANK OF BALTIMORE
 By: *[Signature]*
 Lucy C. Campbell

 Type Name and Title
 Sr. Commercial Loan Officer

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

(Mr. Clerk: Return to The Savings Bank of Baltimore at address shown in 2. above)

11.00
 4200.00
 5

- 1 1985, model 2505 Cake Terra-Gator chasses with Cummins VT903 diesel engine
- 1 1985, model 2505, Liquid Terra Gator, SN 2503005



Mailed to Secured Park

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) Siebert, Thomas L. 729 Holly Drive, N. Annapolis, MD 21401	2 Secured Party(ies) and address(es) United States Fidelity and Guaranty Company 100 Light Street Baltimore, MD 21202 Attn: Fidelity Surety Department	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:

Debtor's limited partnership interest in Garden City Plaza Associates, Ltd., a New York 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.

EXEMPT FROM RECORDATION TAX

RECORDATION TAX INFORMATION
438 BROADWAY
ALBANY, N.Y. 12207

Mailed to: _____

RECORD FEE 11.00
POSTAGE 50
5. Assignee(s) of Secured Party and Address(es)
01681 0345 ROL 115:54
JAN 24 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.

Filed with:
05F058 Anne A. Pungel
C.M.D.

Check if covered, Proceeds of Collateral are also covered, Products of Collateral are also covered. No. of additional Sheets presented: _____

Diana C. Evans, authorized signatory for
VMS Realty Partners, attorney-in-fact for

By *Thomas L. Siebert*
Signature(s) of Debtor(s)

United States Fidelity and Guaranty Company

By *Patrick Mc Mahon*
Signature(s) of Secured Party(ies)
Financial Underwriter

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use In Most States)

11.00
58

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1985 JAN 24 PM 4:06
E. AUBREY COLLISON
CLERK

482 29

255361

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) Siebert, Thomas L. 729 Holly Drive, N. Annapolis, MD 21401	2. Secured Party(ies) and address(es) Garden City Plaza Associates, Ltd. c/o VMS Realty, Inc. 8700 West Bryn Mawr Avenue Chicago, IL 60631 Attn: Partnership Administration Dept.	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 Debtor's limited partnership interest in Garden City Plaza Associates, Ltd., a New York 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. EXEMPT FROM RECORDATION TAX		RECORD FEE 11.00 POSTAGE .50 MD 1983 0345 001 115:55 5. Assignee(s) of Secured Party and Address(es) JAN 24 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: 05F059 Anne Fawcett
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: 4, MD Diana C. Edwards authorized signatory for VMS Realty Partners, attorney-in-fact for By: <u>Thomas L. Siebert</u> Thomas L. Siebert - Investor (1) Filing Officer Copy-Alphabetical		Garden City Plaza Associates, Ltd. By: VMS Realty Partners, Managing General Partner By: <u>Kimberly M. Gifford</u> Kimberly M. Gifford - Secured Party Part. Fin. (For Use In Most States)

RECEIVED FOR RECORD
 CIRCUIT COURT, S.S. COUNTY
 1985 JAN 24 PM 4:06
 E. AUBREY COLLISON

255365

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) Siebert, Craig L. 5 Silverwood Circle #2 Annapolis, MD 21403	2 Secured Party(ies) and address(es) Garden City Plaza Associates, Ltd. c/o VMS Realty, Inc. 8700 West Bryn Mawr Avenue Chicago, IL 60631 Attn: Partnership Administration Dept.	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:

Debtor's limited partnership interest in Garden City Plaza Associates, Ltd., a New York 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.

EXEMPT FROM RECORDATION TAX

Mailed to

RETURN TO: ALBANY, N.Y. 12207

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

RECORD FEE 11.00

POSTAGE .50
 #01884 0345 R01 T15:56
 JAN 24 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:

Filed with:

05F059 Anne Arundel

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 0, MD

Diana C. Evans authorized signatory for
 VMS Realty Partners, attorney-in-fact for

Garden City Plaza Associates, Ltd.
 By: VMS Realty Partners, Managing General Partner

By: *Craig L. Siebert*
 Craig L. Siebert, Investor

By: *Kemberly R. Gifford*
 Kemberly R. Gifford, Secured Party, Fin.

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1985 JAN 24 PM 4:06
 E. AUBREY COLLISON
 CLERK

11.00
50

255306

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)
Siebert, Craig L.
5 Silverwood Circle #2
Annapolis, MD 21403

2 Secured Party(ies) and address(es)
United States Fidelity and
Guaranty Company
100 Light Street
Baltimore, MD 21202
Attn: Fidelity Surety Department

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

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

Debtor's limited partnership interest in Garden City Plaza Associates, Ltd., a New York 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. Assigned Secured Party and Address(es)
11.00
POSTAGE 50
#01882 0345 R01 11:55
JAN 24 85

EXEMPT FROM RECORDATION TAX

RETURN ACKNOWLEDGMENTS TO
NATIONWIDE INFORMATION
488 BROADWAY
ALBANY, N.Y. 12207

Mailed

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

Filed with:
05FC58 Anne Arundel
MD

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

Diana C. Evans authorized signatory for
VMS Realty Partners, attorney-in-fact for
By Craig L. Siebert
Craig L. Siebert, investor

United States Fidelity and Guaranty Company
By Patrick McMahon
Patrick McMahon, Fidelity Underwriter

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use In Most States)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN 24 PM 4:06
E. AUBREY COLLISON
CLERK

11.00
50

255367

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) Arundel Security Systems 428 Fourth Street Annapolis, MD 21403	2. Secured Party(ies) and address(es) General Service Leasing, Inc. P.O. Box 911 Beltsville, MD 20705	For Filing Officer (Date, Time, Number, and Filing Office)
--	--	--

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

One Canon NP-150, #JS414159

RECORD FEE 11.00
POSTAGE .50

5. Assignee(s) of Secured Party and Address(es)
Union Trust Company of MD
P.O. Box 1077
Baltimore, MD 21203
JAN 24 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: No full or partial recordation tax

Arundel Security Systems
By: [Signature]
Signature(s) of Debtor(s)

General Service Leasing, Inc.
By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Assignee 025

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN 24 PM 4:05
E. AUBREY COLLISON
CLERK

255368

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: c200988
3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Hansa Products, Inc. 33 Lee Street Annapolis, MD 21401	2. Secured Party(ies) and address(es) TSC Leasing Corporation 444 Earhart Way Livermore, CA 94550	For Filing Officer (Date, Time, Number and Filing Office)
--	--	---

4. This financing statement covers the following types (or items) of property:
This financing statement covers the following described equipment
(1) Triad Model 10, (3) Modle 2010 Displays, (1) 200 LPM Printer, (1) 100 LPM Printer, Multi-store
together with all replacements, additions, accessories and parts now or hereafter affixed to or used in connection with said equipment, together with all proceeds, including insurance proceeds.
The transaction out of which this filing arises is a true lease between Secured Party/Lessor and Debtor/Lessee, and this filing is being made for precautionary purposes only should an unwarranted assertion be made that said transaction was intended as a financing transaction or other transaction.

5. Assignee(s) of Secured Party and Address(es)
RECORD FEE 11.00
POSTAGE .50
#01892 0345 R01 TOP:03
JAN 25 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:

Hansa Products Inc.
Alvina E. Jenkins pres
 By: _____
 Signature(s) of Debtor(s)

TSC Leasing Corporation
[Signature]
 By: _____
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy — Alphabetical

Mailed to Secured Party

RECEIVED FOR RECORD
 CLERK COURT CLERK COUNTY
 1985 JAN 25 AM 9:41
 E. AUBREY COLLISON
 CLERK

11-00
H

255369

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

3. Maturity date (if any): 24155

1. Debtor(s) (Last Name First) and address(es)
Hansa Products, Inc.
33 Lee Street
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
TSC Leasing Corporation
444 Earhart Way
Livermore, CA 94550

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

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

(1) ~~Triad Model 10 to 22 Upgrade, (1) Triad Model 6010 Disc Drive, (1) Triad Model 2570 Management Terminal~~
together with all replacements, additions, accessories and parts now or hereafter affixed to or used in connection with said equipment, together with all proceeds, including insurance proceeds.

The transaction out of which this filing arises is a true lease between Secured Party/Lessor and Debtor/Lessee, and this filing is being made for precautionary purposes only should an unwarranted assertion be made that said transaction was intended as a financing transaction or other transaction.

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00
POSTAGE .50
#01893 0345 R01 T09-03
JAN 25 1985

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:

Hansa Products, Inc

By:

William E. Kubin
Signature(s) of Debtor(s)

TSC Leasing Corporation

By:

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

STANDARD FORM - FORM UCC-1.

Filing Officer Copy - Alphabetical

Mailed to Secured Party

11.00
Ⓟ

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 25 AM 9:41

E. AUBREY COLLISON
CLERK

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 12-18-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 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 Sept. 25, 1984 Schedule 04 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:

Two (2) 1985 Kenworth Model K100E Engine 3406B Caterpillar RT12609 9 Speed Transmission.
S/N's 1XKEDB9X6FK364513
1XKEDB9X8FK364514

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarr III
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with State of Maryland

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Vice President
Type or Print Above Signature on Above Line

Wanted to Secured Party

17.00
J

RECORD FEE 11.00
POSTAGE .50
JAN 25 1985

RECEIVED FOR RECORD
SECRETARY OF STATE
KPI985 JAN 25 AM 9:41
E. AUBREY COLLISON
CLERK

255371

LIBERY - 482 PAGE

36

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)

Reichardt Enterprises, Inc.
125 Mayo Road
Edgewater, Md. 21037

2. Secured Party(ies) and address(es)

Security National Bank
2000 M Street, N.W.
Washington, D.C. 20036

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" attached hereto and made a part hereof

5. Assignee(s) of Secured Party and Address(es)

Not subject to recordation tax

RECORD FEE 11.00
POSTAGE .50
#01909 CM5 R01 T09#26
JAN 25 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:

Filed with:

Anne Arundel County

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 1

Reichardt Enterprises, Inc.

By:

Karl A. Huelsholtz
Signature(s) of Debtor(s)

Security National Bank

By:

Paul D. Flay, Sr. Vice Pres.
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

11.00
50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 25 AM 9:43

E AUBREY COLLISON
CLERK



All of the Debtor's present and future accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sale contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds of the foregoing of every type, including cash and non-cash proceeds, and returned and repossessed items of inventory (collectively "Receivables").

All of the Debtor's present and future furniture, fixtures, equipment, supplies and inventory of every type and nature now or hereafter used or held for sale or lease in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing, of every type, including cash and non-cash proceeds and returned and/or repossessed inventory.

Mailed to Secured Party

255372

LIBER - 482 PAGE 38

legena

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)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
New Era Homes, Inc. Industrial Park Rd. Belington, WV 26250	Bradford or Cindy Talbott Rt. #1 BELINGTON BANK Box 34 P. O. BOX 10 BELINGTON, W. VA. 26250	

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

— NE#57-84, 24 x 40 Special Nationwide

ASSIGNEE OF SECURED PARTY

RECORD FEE 11.00
#01908 0345 R01 T09:25
JAN 25 85

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

Filed with: Barbour Co., WV - Anne Arundel Co., MD

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

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

(1) FILING OFFICER COPY - ALPHABETICAL

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 25 AM 9:43

E. AUBREY COLLISON
CLERK



11.00
[Handwritten scribble]

255373

FINANCING STATEMENT

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ _____
- To Be Recorded in Land Records of _____

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

1. Debtor(s) NAME Street City State
Lee's Sports, Inc.; 7700 Ritchie Highway, Harundale Mall, Glen Burnie, MD 21061

2. Secured Party: SUBURBAN BANK
31 Light Street ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~
Baltimore, Maryland 21202 Attn: Loan Administration

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

Check one or more boxes as applicable:

All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to 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: _____

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
 By: [Signature] Debtor(s) or Assignor(s) Lee's Sports, Inc.
 Type Name John M. Black By: [Signature]
 Title Assistant Vice President
Leon Albin, President
 Type or Print Name and Title of Each Signature

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1985 JAN 25 AM 9:43
 E. AUBREY COLLISON
 CLERK

11.00
 .50
 #M905 0745 R01 109:23
 JAN 25 85

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 478 Page No. 66
Identification No. 253933 Dated September 25, 1984

1. Debtor(s) { C.W. Conover's Lounge, Inc.
Name or Names—Print or Type
8514 Fort Smallwood, Pasadena, MD 21142
Address—Street No., City - County State Zip Code

2. Secured Party { Conover's Lounge, Inc.
Name or Names—Print or Type
625 Harberts Court, Annapolis, MD 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORDED
POSTAGE 10.00
#01902 0345 R01 T09#15
JAN 25 85

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

Secured party hereby assigns all of its right, title, interest and estate in the within financing statement to Security Investors, a Maryland partnership, 3701 Old Court Road, Baltimore, Maryland 21208.

RECEIVED FOR RECORDS
CIRCUIT COURT, N. A. COUNTY
1985 JUN 25 AM 9:43
E. AUBREY COLLISON
CLERK

Dated: 12/15/1984 Conovers Lounge, Inc.
Name of Secured Party
By: Doris E. Michael PRES
Signature of Secured Party
Doris E. Michael, President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Please return to : Lee M. Snyder, 3635 Old Court Road, Suite 600, Baltimore, MD 21208

Mailed to: _____

11.00

Identification 2647 836 LIBER - 482 PAGE 4 Dated Jan. 8, 1974

1. Debtor(s) { Ulysses and Lillie B/ Brooks
Name or Names -- Print or Type
2000 West St. (Anne Arundel) Annapolis, Md. 21404
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"/> 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"/> 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>

RECORD FEE 15.00
POSTAGE 50
R01903 C345 R01 10217
JAN 25 85

RECEIVED FOR RECORD
CLERK E. AUBREY COLLISON
1985 JAN 25 AM 9:43



Dated: December 18, 1984

Sears, Roebuck and Co.
Name of Secured Party
R. J. Reed
Signature of Secured Party
R. J. Reed Credit Sales Mgr.
Type or Print (Indicate Title, if Company)

Mailed to Secured Party

15-00
B

A.A.Co.
A/C #01486-8

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247201

RECORDED IN LIBER 461 FOLIO 396 ON May 5, 1983 (DATE)

1. DEBTOR

Name Robert E. Whittington
Address 111 Church Road, Arnold, Md. 21012

2. SECURED PARTY

Name Alban Tractor Co., Inc.
Address P. O. Box 9595, Baltimore, Md. 21237
Credit Alliance Corporation, P. O. Box 1680, Glen Burnie, Md. 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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 type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>One (1) Caterpillar Model 955L Track Type Loader S/N 85J08250</p> <p style="text-align: right;">ASSIGNEE OF SECURED PARTY Credit Alliance Corporation P. O. Box 1680 Glen Burnie, Md. 21061</p>	

RECORD FEE
10.00
.50
NOV 1983 03-5 R01 107-10
JAN 25 85

1985 JAN 25 AM 9:42
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JAN 25 AM 9:42
E. AUBREY COLLISON
CLERK

(Signature of Debtor)

Type or Print Above Name on Above Line

Alban Tractor Co., Inc.
Mark N. Welsh
(Signature of Secured Party)
Mark N. Welsh, Manager

Type or Print Above Name on Above Line

Dated _____

Mailed to Assignee

10.00
50

STATE OF MARYLAND

LIBER - 482 PAGE 43

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 255374
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 11/16/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Joseph F. Scalley, Jr.
Address 6701 Ritchie Hwy., Glen Burnie, MD 21061

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.

3. Maturity date of obligation (if any) _____

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

"EXEMPT FROM RECORDATION TAX."

RECORD FEE 11.00
#01918 C345 R01 T09=57
JAN 25 1985

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.

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)

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

Mailed to Secured Party

RECEIVED FOR RECORDATION
CIRCUIT COURT T. A. A. COUNTY

1985 JAN 25 AM 9:59

E. AUBREY COLLISON
CLERK

Joseph F. Scalley, Jr.
(Signature of Debtor)

Joseph F. Scalley, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

J. Clayton Catron, Jr.
(Signature of Secured Party)

Exxon Company, U.S.A.
Type or Print Above Signature on Above Line

11.00 \$

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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 Koons Ford of Annapolis, Inc.
Address 2540 Riva Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name AT&T Information Systems
Address 400 East Pratt St.
Baltimore, Maryland 21202

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)

Telecommunications equipment sold under a contract dated the 7th day of September, 1984, all accessions thereto and proceeds thereof.

RECORD FEE 11.00
POSTAGE .50
#01949 0040 R01 T10:39
JAN 25 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)

N/A

(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)

N/A

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

Mailed to Secured Party

Robert P. Schmick
(Signature of Debtor)
ROBERT P. SCHMICK, CONTROLLER
Type or Print Above Name on Above Line

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

D. Davies
(Signature of Secured Party)
D. DAVIES
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, ST. MARY'S COUNTY

KF 1985 JAN 25 AM 10:53

E. AUBREY COLLISON
CLERK

11.00
50

STATE OF MARYLAND

LIBER - 482 PAGE 48 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. 249454

RECORDED IN LIBER 466 FOLIO 538 ON October 24, 1983 (DATE)

1. DEBTOR

Name DIVAJEX
c/o Protective Food Services
Address 8242 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)

1985 JAN - 7 2:21

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>Amendment</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Amend to include the following additional trade name of Debtor:
BLISTER BAN

A/R

RECORD FEE 10.00
POSTAGE .50
#01957 041 R01 T10-45
JAN 25 85

Dated November 6, 1984
DIVAJEX, INC.

By: Pamela S. Dero, VP
(Signature of Secured Party)
FOOTHILL CAPITAL CORPORATION
Type or Print Above Name on Above Line

10.00

By: [Signature]

Please return to:

CALIFORNIA LENDERS' &
ATTORNEYS' SERVICES
1213 K Street, Suite 107
Sacramento, CA 95814

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 25 AM 10:54

E. AUBREY COLLISON
CLERK



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		
	No.	Street	City State
1. Debtors(s) (or assignor(s))			
James Starr IV	12	Munroe Court	Annapolis Md. 21401
Karen Littell	12	Munroe Court	Annapolis Md. 21401
2. Secured Party (or assignee)			
SUBURBAN BANK	12125	Viers Mill Road	Silver Spring Md. 20906

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

- One (1) Leading Edge Computer
- L.E. Color 256K
- O'Sullivan Hutch
- Elephant Premium D Paper 2500 Cleaned
- Lingard Surge/Spik Cable (Printers)
- Delivery & Setup
- L.E. 8510 Printer

RECORD FEE 12.00
 POSTAGE .50
 #01951 0040 R01 T10:47
 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:

SUBURBAN BANK

By:

Type Name Rose Ann Hennessey

Title Retail Banking Officer

Debtor(s) or Assignor(s)

James Starr IV
Karen Littell

Type or Print Name and Title of Each Signature

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT W.A. COUNTY
 1985 JAN 25 AM 10:54
 E. AUBREY COLLISON
 CLERK

12.5

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 242719

RECORDED IN LIBER 450 FOLIO 144 ON MAY 27 1983 (DATE)

1. DEBTOR: Name Alfred H & Martha L La Beau
Address 7996 Bellflower Ave Pasadena 21122

2. SECURED PARTY: Name Commercial Credit S & L Assoc.
Address 1113 Rethma Thackeray
Sherman Park N.W. D.C.

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

CHECK FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE.....<input type="checkbox"/> FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>
<p>D. ASSIGNMENT.....<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>		<p>E. OTHER.....<input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>

RECORD FEE 10.00
POSTAGE .50
#50618 0055 202 112:05
JAN 25 85

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

Name _____

Address _____

Dated 11-30-84

BY Cooper
(Signature of Secured Party)

BY Cooper
Type or Print Above Name on Above Line

Mailed to: Alfred La Beau

RECEIVED IN RECORDS
PROPERTY RECORDS DIVISION
1985 JAN 25 PM 12:12
E. AUBREY COLLISON
CLERK

LIBER - 482 PAGE

51

755360

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) 15 January 1995

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
MERTON L. CANTER, JR.		Elsie's German Delicatessen, Inc.		
MARY ETTA CANTER		8139-41 Telegraph Road		
MERTON EARLE CANTER		Severn, Maryland 21144		
NANCY CANTER				

Name of Secured Party or assignee	No.	Street	City	State
ELSIE'S GERMAN DELICATESSEN, INC.		7421 Phelps Road, Hanover, Maryland 21076		
c/o H. Edward Boyce				

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

- Inventory - All Debtor's inventory, goods held for sale, supplies, goods in process
 - Equipment - All new and used equipment owned by Debtor
 - Accounts - All Debtor's accounts receivable and contract rights
 - Insurance Proceeds - Any and all right, title and interest in insurance proceeds due and payable in connection with business
 - Licenses - All Debtor's rights, title and interest in all licenses
- Specifically including all additions, replacements, after acquired goods, inventory equipment, wheresoever located.

1905 JAN 25 PM 1:28
E. AUBREY COLLISON
CLERK

RETURN TO:

(If affixed to realty—state value of each article)

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
Elsie's German Delicatessen 8139 and 8141 Telegraph Road
Severn, Maryland 21144
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

RECORD FEE 14.00
POSTAGE .50
R02 113424
JAN 25 05

Debtor(s) or assignor(s)

<u>Merton L. Canter, Jr.</u> MERTON L. CANTER, JR.	<u>Elsie's German Delicatessen, Inc.</u> (Corporate, Trade or Firm Name)
<u>Mary Etta Canter</u> MARY ETTA CANTER	<u>H. Edward Boyce, Pres.</u> Signature of Secured Party or Assignee
<u>Merton Earle Canter</u> MERTON EARLE CANTER	(Owner, Partner or Officer and Title) (Signatures must be in ink)
<u>Nancy Canter</u> NANCY CANTER	

Mailed to Secured Party

1750

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 12253

RECORDED IN LIBER C345 FOLIO R01 ON T:16:03 May 10, 1985 (DATE) 247270

1. DEBTOR

Name Walter A. Keeney and Betty M. Keeney

Address 4031 Schalk Rd #1 Millers, Maryland 21107

2. SECURED PARTY

Name McClung-Logan Equipment Company, Incorporated

Address 4601 Washington Blvd. Baltimore, Maryland 21227

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

#02033 2040 R01 T15:32
JAN 25 85

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.)

Dated January 7, 1985

Thomas B. Logan, Inc.
(Signature of Secured Party)

Thomas B. Logan President
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

kp

1985 JAN 25 PM 3:37

Mailed to Secured Party

E. AUBREY COLLISON
CLERK

10.00

LIRFR - 482 PAGE 83

10.50 fees

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

..... 1/10 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. 275756 in Office of Anne Runderk County MD.
(Filing Office) (County and State)

Debtor or Debtors (name and Address): William R & Nancy Stone
1526 Marie Dr. Poolesville Md 21132 #00674 C237 R02 115:41
JAN 25 05

RECORD FEE 10.00
POSTAGE .50

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

Form 91 MD (3-79)

RECEIVED FOR RECORD
SINGING COUNTY, ALA. COUNTY

1985 JAN 25 PM 3:47



E. AUBREY COLLISON
CLERK

10-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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. 255303

1. DEBTOR

Name Ronald Lynn Burdette
Address 19401 Frederick Road, Germantown, MD 20874

2. SECURED PARTY

Name Vernon E. Stup Company
Address 5859 Urbana Pike
Frederick, Maryland 21701

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

3. Maturity date of obligation (if any) _____

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

1 Used 1977 Case 850 Crawler Loader Serial No. 7076708

RECORD FEE 11.00
POSTAGE .50
#02038 0040 MI 108:59
JAN 28 85

Anne Arundel

3295

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)

Assigned to: J.I. Case Co. or
as their interest may appear J.I. Case Credit Corporation
Thruway Ofc. Bldg, Suite 217
290 Elwood Davis Road
Liverpool, NY 13088

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

Ronald Lynn Burdette
(Signature of Debtor)

Ronald Lynn Burdette
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Vernon E. Stup
(Signature of Secured Party)

Vernon E. Stup Company

Type or Print Above Signature on Above Line

Mailed to Assignee

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 28 AM 9:29

E. AUBREY COLLISON
CLERK

1100 5

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. 229756 Dated 23rd November 1979

Record Reference Liber 419 Page 51

2. DEBTOR is:

Name: Odenton Development Company, Henry D. Eutsler, Partner & Stanley J. Yaffe, Partner
(Last Name First)

Address: P. O. Box 340, Odenton, Maryland 21113

RECORD FEE 10.00
POSTAGE .50

3. SECURED PARTY is:

#02044 0040 R01 TOP:04
JAN 28 85

Name: The Bank of Glen Burnie

Address: 101 Crain Highway, S.E., Glen Burnie, Maryland 21061

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: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

SECURED PARTY:

THE BANK OF GLEN BURNIE

Dated December 6th, 19 84

By Alfreda E. Archer (Title)
Loan Department Supervisor

RECEIVED FOR RECORD
CLERK COURT, BALTIMORE COUNTY

1985 JAN 28 AM 9:29

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

10.00
30



MARYLAND NATIONAL BANK

We want you to grow.™

255301

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)

1) 2015 Lord Baltimore Drive
Baltimore (Balto. Co.), MD 21207

2) Hillendale Shopping Center
6851 Loch Raven Boulevard
Baltimore (Balto. Co.), MD 21234

3) 8037 Richie Highway
Pasadena (Anne Arundel Co.), MD

6. Secured Party Address

Maryland National Bank
Attention: Loan Operations Center

P.O. Box 17047
Baltimore, Maryland 21203

21122
RECORD FEE 13.00
POSTAGE .50
JAN 28 1985 0040 001 109:09

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.

CORTOD DRAPERIES, INC.

Jeffrey W. Oppenheim (Seal)
Jeffrey W. Oppenheim, President

Secured Party
Maryland National Bank

Brian C. Burr (Seal)

Brian C. Burr, 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.

Mailed to Secured Party

207-95 REV 7/83



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 28 AM 9:30

E. AUBREY COLLISON
CLERK

RETURN TO:
MARYLAND NATIONAL BANK
ATTN: LEGAL DOCUMENTATION
REVIEW UNIT
P.O. BOX 17372
BALTIMORE, MARYLAND 21203

0889550 - 0001

1305

20262-0

HOUSEHOLD FINANCE CORPORATION
AND SUBSIDIARY COMPANIES
5000 FORTUNE DRIVE
BALTIMORE, MD 21225

LIBER - 482 PAGE 57

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

....., 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. 219124..... in Office of *W. Bennett Lawrence* (Filing Officer) *MD* (County and State)
LIBER 390 Fee 386

Debtor or Debtors (name and Address):

EUGENE S. BARTICCHI
466 GLENN RD APT 82
CEN SAUCE, MD. 21041

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.

.....
DOUGLAS D. FARRIS
Secured Party

By.....
[Signature]
Its Branch Office Manager

Form 91 MD (3-79)

RECORD FEE 10.00
POSTAGE #02054 0040 801 109:10
JAN 28 85

RECEIVED
COMMUNITY
1985 JAN 28 AM 9:30
E. ADRIEN COLLISON
CLERK

Mailed to Secured Party

1008

255306

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF RECORD OWNER _____

STATE CORPORATION COMMISSION UCC Div., Box 1197, Richmond, Va. 23209 LOCAL (CLERK OF Anne Arundel, Md.)

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)

(NOT SUBJECT TO RECORDATION TAX - FINANCING STATEMENT SUPPORTS PURCHASE MONEY SECURITY AGREEMENT)

Name & mailing address of all debtors, trade styles, etc.
No other name will be indexed.

L & L Carpet Company
Empire Towers, Suite 600
7310 Ritchie Highway
Glen Burnie, Maryland 21061

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- CONTINUATION-ORIGINAL, STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Sovran Bank, N.A.
801 N. Glebe Road
Arlington, Va. 22203

Name & address of Assignee

RECORD FEE 11.00
POSTAGE .50
#02056 0040 R01 T09:12
JAN 28 85

Date of maturity if less than five years

Proceeds of collateral are covered X
Products of collateral are covered

Description of collateral covered by original financing statement

APPLE (LISA) COMPUTER:
Keyboard, Style #A6M0009; Printer, Style #A9M0305, Serial #233077; Terminal, Style #A6S0304, Serial #A3236619; Profile, S tyle #A9M0005, Serial #166554.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Mailed to Secured Party

Signature of Debtor if applicable (Date)

L & L Carpet Co.
By: *Eugene J. Lane*
Eugene J. Lane, President

Signature of Secured Party if applicable (Date)

Sovran Bank, N.A.
By: *John D. Donohoe*
John D. Donohoe, Vice President

RECEIVED FOR RECORD
REC'D CLERK OF ANNE ARUNDEL COUNTY
1985 JAN 28 AM 9:30
E. AUBREY COLLISON
CLERK

1105

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253295
RECORDED IN LIBER 476 FOLIO 356 ON 08/14/84 (DATE)

1. DEBTOR

Name ULYSSES BROOKS AND LILLIE BROOKS
Address 571 WAYWARD DR, ANNAPOLIS, MD 21401

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.)

RECORD FEE 10.00
POSTAGE .50
#02057 0040 R01 T09:13
JAN 28 85

Dated 12/05/84

Abigail M. Dohm
(Signature of Secured Party)

ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CREDIT COURT, BALTIMORE

1985 JAN 28 AM 9:30

E. AUDREY COLLISON
CLERK

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249961

RECORDED IN LIBER 468 FOLIO 136 ON 11/23/84 (DATE)

1. DEBTOR

Name DEBORAH A MCCLURE AND CARL MCCLURE

Address 3433 NEWPORT AVE, ANNAPOLIS, MD 21403

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 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>

RECORD FEE 10.00
POSTAGE .50
#02058 1040 R01 T09:14
JAN 28 85

Dated 11/29/83

Abigail M Dohm
(Signature of Secured Party)

ABIGAIL M DOHM

Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1985 JAN 28 AM 9:30

E. AUBREY COLLISON
CLERK

10.00

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253329

RECORDED IN LIBER 476 FOLIO 392 ON 08/15/84 (DATE)

1. DEBTOR

Name DAN A NIMMO AND KATHY NIMMO

Address 908 SEVERN AVE, EDGEWATER, MD 21037

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND

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
#02059 0040 R01 T09:15
JAN 28 85

Dated 12/04/84

Abigail M. Dohm
(Signature of Secured Party)

ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JAN 28 AM 9:30

E. AUBREY COLLISON
CLERK

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253155

RECORDED IN LIBER 476 FOLIO 130 ON AUGUST 8, 1984 (DATE)

1. DEBTOR

Name LEONARD J SIMMONS AND EVELYN D SIMMONS
Address 1757 VILLAGE SQUARE CT, SEVERN, MD 21144

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

<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
#02060 0040 R01 T09:16
JAN 28 85

Dated 01/10/85

Abigail M Dohm
(Signature of Secured Party)

ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 JAN 28 AM 9:30
E. AUBREY COLLISON
CLERK

KP

UCC-3 H83 (MD)
10.00

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252816

RECORDED IN LIBER 475 FOLIO 220 ON July 25, 1984 (DATE)

1. DEBTOR

Name ALBERT DUCRE
Address 1392 PRIMROSE RD, ANNAPOLIS, MD, 21403

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 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
#02061 0040 R01 T09:16
JAN 28 85

Dated THE JANUARY 10, 1985

Albert Ducre
(Signature of Secured Party)

Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNAPOLIS, MARYLAND



1985 JAN 28 AM 9:30

E. AUBREY COLLISON
CLERK

10.00

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253514

RECORDED IN LIBER 477 FOLIO 100 ON August 22, 1984 (DATE)

1. DEBTOR

Name ELBERT HAWKINS
Address 1025 MARTHA CT, ANNAPOLIS, MD 21403

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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
#02062 0040 R01 T09#17
JAN 28 85

Dated 01/10/85

Abigail M. Dohm
(Signature of Secured Party)

ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1985 JAN 28 AM 9:30

E. AUBREY COLLISON
CLERK

10.00

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253515

RECORDED IN LIBER 477 FOLIO 101 ON August 22, 1984 (DATE)

1. DEBTOR

Name CHARLES H MOULDEN AND PATRICIA MOULDEN
Address 1800 WHITON CT, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
Address ~~XXXX~~ 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

<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>

RECORD FEE 10.00
POSTAGE .50
#02063 0040 R01 T09=17
JAN 28 85

Dated 01/11/85

Abigail M Dohm
(Signature of Secured Party)
ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1985 JAN 28 AM 9:30
E. AUBREY COLLISON
CLERK

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253525

RECORDED IN LIBER 477 FOLIO 114 ON 8 August 22, 1984 (DATE)

1. DEBTOR

Name STELLA L HURLEY AND DANIEL HURLEY
Address BOX 296 CLAGGETT RD, SUNDERLAND, MD 20689

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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
#02064 0040 R01 T09:18
JAN 28 85

Dated JANUARY 11, 1985

Abigail M Dohm
(Signature of Secured Party)

ABIGAIL M DOHM

Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 28 AM 9:30

E. AUBREY COLLISON
CLERK



1005

482 255367 68

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

HILDA G. TAYLOR, Individually and T/A
SOFAECO/DATA DISCOUNT CENTER
3600 S. Hanover Street, Baltimore City, MD 21225

Home address: 519 Dogwood Drive, Glen Burnie, Anne Arundel Co., Md.

2. NAME AND ADDRESS OF SECURED PARTY:

SMALL BUSINESS ADMINISTRATION (an Agency of the U. S. Government)
630 Oxford Bldg., 8600 LaSalle Road, Towson, MD 21204

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
-

RECORD FEE 12.00
POSTAGE .50
#02070 0040 R01 T09:23
JAN 28 85

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: N/A

5. This transaction is , is not exempt from the recordation tax.
Principal amount of the Debt is \$ N/A

DEBTOR:

Hilda G. Taylor (SEAL)
Hilda G. Taylor, Individually and
T/A Sofaeco/Data Discount Center

RECEIVED FOR RECORD
CREDIT COURTESY ALLEGANY COUNTY
1985 JAN 28 AM 9:32
E. AUBREY COLLISON
CLERK

AFTER RECORDATION RETURN TO: SBA, 630 Oxford Bldg.,
8600 LaSalle Rd., Towson, MD 21204

Mailed to: _____

12.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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.

FILED - 482 69

1. DEBTOR

Name Dixon's Machine Shop, Inc.

Address 4901 Belle Grove Road, Brooklyn Park MD

2. SECURED PARTY

Name Sunnen Products Company

Address 7910 Manchester Avenue

St. Louis, Missouri 63143

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)

Certain machinery and equipment manufactured by Sunnen Products Company including:

- 1 LBB-1699 Honing Machine Serial# 23964
- 1 CRG-750 Cap & Rod Grinder Serial# 21550

and various tooling and accessories.

RECORD FEE 11.00
 POSTAGE .50
 #02071 0040 R01 T09:24
 JAN 28 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)

Norman S. O. Bus
(Signature of Debtor)

Dixon's Machine Shop, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jean Guse, Credit Manager
(Signature of Secured Party)

Sunnen Products Company
Type or Print Above Signature on Above Line

Mailed to Secured Party

kp

RECEIVED FOR RECORD
CIRCUIT COURT, W. A. COUNTY

1985 JAN 28 AM 9:32

E. AUBREY COLLISON
CLERK

1100 50

2900.50

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 34,000.00
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Brown Maryland Motor, Inc. T/A
Brown's Toyota City

7167 North Ritchie Highway
Glen Burnie, Maryland, 21061

RECORD FEE 11.00
POSTAGE .50
#02087 0040 R01 110:42
JAN 28 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):

The property, herein called "Equipment", which is described below and in any separate schedule at any time delivered by Borrower to Bank, including all improvements and accessions thereto and all spare parts, tools, accessories and attachments now owned or hereafter acquired in connection therewith, and any maintenance agreements applicable thereto. The following Display Data Corporation equipment: 128K Central Processing Unit SSN 2527; Winchester drive-30MB SN 120667, 30 IPS Tape Drive SN012068 2613 Board/Kit, 2510 Board/Kit SN13159, Detachable CRT SN 2878, See Attachment A.

- 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
CLERK COUNTY & DISTRICT
1985 JAN 28 AM 11:14
E. AUBREY COLLISON
CLERK

Debtor (or Assignor)

Secured Party (or Assignee)

Brown Maryland Motor, Inc. T/A Browns
Toyota City

First National Bank Of Maryland

By:

Edward K. Drieband, President

BY:

Margaret R. Anderson
Margaret R. Anderson, Loan Officer

11.00
50.

LIBER - 482 PAGE 71

ATTACHMENT A

CDI Printing Terminal SN 16233, 200 Cps Printer SN 2269905, 200 CPS Printer
2269921, 1200 DEBUG Modem SN A0007499, Cold Start Tape SN 001, Tape Cartridges
SN 0001, Software Consisting Of: Counter Billing, Inventory Management
Management System SN001 *21*

Mailed to Secured Party

FINANCING STATEMENT

January 11, 1985

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

James Jackson, Sr.

1283 Bacon Ridge Road
Crownsville, Maryland 21032

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):

1968 Catipillar 951-B
Serial #: 86J108A

RECORD FEE 11.00
POSTAGE .50

#02089 0040 R01 T10:47
JAN 28 1985

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)

X *James Jackson Sr.*
James Jackson, Sr.

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF
MARYLAND

BY *J. Wayne Welsh*
J. Wayne Welsh,
Assistant Retail Officer

FNB 0850

Type or print names under signatures

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 28 AM 11:14

E. AUBREY COLLISON
CLERK

11.00
[Handwritten initials]

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)
Norco Technical Services, Inc.
113 Scarborough St.
P.O. Box 309
Lake Providence, LA 71254

2. Secured Party(ies) and address(es)
CIS Leasing Corp.
1000 James Street
Syracuse, NY 13203

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

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

See Schedule A and Annex attached.

Not Subject to Recordation Tax.

Schedule No. 7435-Giant Food, Inc.

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 13.00
JAN 28 1985
JAN 28 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: 06F407

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

Filed with: ~~Prince Georges Co., MD~~ Annearundel County

Norco Technical Services, Inc.

CIS Leasing Corp.

By: _____

Signature(s) of Debtor(s)

By: _____

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

13-10
80

RECEIVED FOR RECORD
COURT CLERK, A.A. COUNTY
1985 JAN 28 PM 12:48
E. AUBREY COLLISON
CLERK

SCHEDULE A

LIBER - 482 PAGE 74

#7345 - Giant Food, Inc.

A) Inventory in the form of IBM equipment located at:

Giant Food, Inc.
Assateague & Rappahannock Rd.
Jessup, MD 20794

and described on Annex to Schedule A-LF0827 attached.

B) Schedule No. 7345 dated September 20, 1984 between Norco Technical Services, Inc. and CIS Leasing Corp., payments due and to become due including any and all casualty, termination, and insurance loss payments.

Annex to Schedule A - LF0827
October 25, 1984

482

75

ANNEX
TO
SCHEDULE A

<u>Quantity</u>	<u>Description</u>	<u>Serial #</u>
1	3083 EX1 16 MB CPU	23262
1	3082 X16 Processor Controller	23262
	1545 Add'l 8 Channels	
	1560 Console Table	
1	3089 001 Power Unit	42407
1	3087 001 Coolant Distribution Unit	23545
1	3278 A02 Console & 4641 Keyboard	356H7
1	3725 001 Communications Control	02042
1	3727 700 Operator Console	A2589
1	4248 001 Printer	10342
2	3880 001 Storage Control	29128
	8170 2-Channel Switch	29129
3	3375 A01 DASD with 8150 String Switch	65817 65818 65819
9	3375 B01 DASD	90976, 90977, 90978 90979, 90980, 90981 90982, 90983, 90984
1	3274 D41 Control Unit	D4535

Mailed to:

National Info.

FINANCING STATEMENT FORM UC 71

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. Not Subject

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

This financing statement Dated January 8, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

SMITH, David B., Smith, Judy B. & Smith, Irvin A.

Address 208 Dauntsey Dr. ArneId, MD 21012

2. SECURED PARTY

Name First Commercial Corp.

Address 303 2nd St. Annapolis, MD 21403

Midlantic National Bank, 2 Broad Street, Bloomfield, N.J. 07003

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

RECORD FEE 13.00
POSTAGE .50
002147 C345 R01 T12:36
JAN 28 85

3. Maturity date of obligation (if any) _____

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

1984 26' Chris Craft 260 SL Stinger fiberglass hull #CCBAF455M84C
1984 260 HP each Mercury gas engines #6711549 & #6696120

Assignee:

Home anchorage/winter- Crownsville, MD

Midlantic National Bank
2 Broad St.
Bloomfield, New Jersey 07003

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David B. Smith
(Signature of Debtor)

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

Judy B. Smith
(Signature of Debtor)

Judy B. Smith
Type or Print Above Signature on Above Line

Irvin A. Smith
(Signature of Debtor)

Irvin A. Smith
Type or print above name on above line

Mary M Robinson agent
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Mailed to Assignee

1985 JAN 28 PM 12:48
F. AUGHEY COLLISON
CLERK

136
4

FINANCING STATEMENT FORM UC 7-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. NOT SUBJECT

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

This financing statement Dated January 8, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR
SSMITH,

Name Irvin A., Smith, David B., & Smith Judy B. XXXXX

Address 518 Ridgley Rd. Crownsville, MD 21032

2. SECURED PARTY

Name First Commercial Corp.

Address 303 2nd St. Annapolis, MD 21403

Midlantic National Bank, 2 Broad Street, Bloomfield, N.J. 07003

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 26' Chris Craft 260 SL Stinger fiberglass hull #CCBAF455M84C
1984 260 HP each Mercury gas engines #6711549 & 6696120

Assignee:

Home anchorage/winter- Crownsville, MD

Midlantic National Bank
2 Broad St.
Bloomfield, New Jersey 07003

RECORD FEE 13.00
POSTAGE .50
#02148 0345 R01 T12#36
JAN 28 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)

Irvin A. Smith
(Signature of Debtor)

Irvin A. Smith
Type or Print Above Name on Above Line

David B. Smith
(Signature of Debtor)

David B. Smith
Type or Print Above Signature on Above Line

Judy B. Smith
(Signature of debtor)

Judy B. Smith
Type or print above signature on above line

Ray M. Robinson, agent
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1985 JUN 28 PM 12:48
E. AUDREY COLLISON
CLERK

Mailed to Assignee

130
R

255304

FINANCING STATEMENT

COPY FOR FILING

- Not Subject to Recordation Tax (Purchase Money)
- Subject to Recordation Tax: Principal
Amount is \$ _____
- To Be Recorded in Land Records of _____

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other ~~MD~~ **Anne Arundel**

1. Debtor(s) NAME Street City State
PIZZA HUT OF MARYLAND, INC., 6712 Ritchie Hwy., Glen Burnie, MD 21061

2. Secured Party: SUBURBAN BANK
 6610 Rockledge Drive, Bethesda, MD 20817
 Attn: Loan Administration

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

Check one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SUBURBAN BANK
 By: [Signature]
 Type Name **Thomas V. Clagett**
 Title **Vice President/Corporate**

PIZZA HUT OF MARYLAND, INC.
 by: [Signature] **Robert D. Schulze, Sr., President**
 by: [Signature] **John G. Willias, Secretary/Treasurer**

Type or Print Name and Title of Each Signature

8

RECEIVED FOR RECORD
CIRCUIT COURT, ANN ARUNDEL COUNTY

1985 JAN 28 PM 12:48

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11 06

[Signature]

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No.

255395

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 Jan 11, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

LIBER - 482 PAGE 79

Name Circle Machine Service
Address 6305 Carolina Avenue, Glen Burnie, MD 21061

2. SECURED PARTY

Name PHILLIPS FINANCIAL SERVICES
Address 114 FORBES 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)

RECORD FEE 11.00

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

#02150 C345 R01 T12:38

JAN 28 85

- 1 ea. Series I Bridgeport Variable Speed Milling Machine with 9" X 48" Table
1 ea. #3 Right Angle Attachment
1 ea. Digital Readout System

CHECK [X] THE LINES WHICH APPLY

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

RECEIVED IN RECORD
COURT HOUSE
COUNTY
1985 JAN 28 PM 12:48
E. AUBREY COLLISON
CLERK



Mailed to Secured Party

(Signature of Debtor)
Circle Machine Service
Type or Print Above Name on Above Line
Derek Evan Brierly, Jr.
(Signature of Debtor)
Derek Evan Brierly, Jr., Owner
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Ralph E. Meloy, Vice President
Type or Print Above Signature on Above Line

LIBER - 482 PAGE 8
STATE OF MARYLAND

255396

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 Stursa Equipment Co., Ltd.
Address 1103 Dorsey Road, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

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

3. Maturity date of obligation (if any) _____

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

"All machinery, inventory, equipment and goods as described in attached entire Agreement & or in schedule prepared in connection therewith. The 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
#02153 C345 R01 T12:47
JAN 28 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)

Stursa Equipment Co., Ltd.

[Signature]
(Signature of Debtor)

Marvin Stursa, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]
(Signature of Secured Party)

Larry F. Kimmel, Assistant Sec.
Type or Print Above Signature on Above Line

FILED IN PUBLIC RECORDS
JAN 28 1985
1985 JAN 28 PM 1:15
E. A. COLLISON
CLERK

17.10
86

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 9th day of January, 1985 by and between

Sturza Equipment Co., Ltd. having its principal place of business at 1103 Dorsey Road, Glen Burnie, Maryland 21061

"Mortgagor", and Credit Alliance Corporation "Mortgagee".

WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale, Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6 Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks prime money rate in effect on the date of Mortgagee's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee is to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations or to take immediate possession of the Mortgaged Property or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST

Stursa Equipment Co., Ltd.

Mortgagor

(Seal)

By *Marvin J. Stursa* President (Title)

Secretary

STATE OF Maryland }
COUNTY OF Anne Arundel }

SS

Marvin J. Stursa

being duly sworn, deposes and says

1. He is the President (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage

of Stursa Equipment Co., Ltd.

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same

3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so

Sworn to before me this _____ day of _____, 19____

Marvin J. Stursa

NOTARY PUBLIC

STATE OF _____ COUNTY OF _____ SS
I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____ in (Place) _____ in said County before me personally appeared _____ to me personally well known

(For Individual)

as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained

(For Partnership)

and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of Stursa Equipment Co., Ltd.

Marvin J. Stursa

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer

Given under and witness my hand and official seal the day and year in this certificate first above written

NOTARY PUBLIC

(Notarial Seal)

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated January 9 1985 between the under- signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	One (1) N-55 National Articulating Crane with dual side controls hydraulic re- servoir, two manual, extendable outriggers, hydraulic pump mounted on		
One (1)	One (1) New 1985 International Harvester Model 1954 Chassis, S/N FHA16702	1985	S/N FHA16702
The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Stursa Equipment Co., Ltd.

By: [Signature]

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 446

Page No. 170

Identification No. 241281

Dated Jan 27 1982

1. Debtor(s) { Chong Muk Pak
Name or Names—Print or Type
7976 Nolpark Ct. apt. 104 Glenburnie MD 21061
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>

RECORD FEE 10.00
POSTAGE .50
#02152 0345 #01 113:08
JAN 28 1985

RECEIVED FOR RECORD
1985 JAN 28 PM 1:15
AUBREY COLLISON
CLERK

Dated: January 3, 1985

Equitable Bank NA.
Name of Secured Party

[Signature]
Signature of Secured Party

C. L. Carr Assistant V.P.
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10.00
51

Mailed to Secured Party

255397

Alto 57
June
Armed

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. \$ N/A

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

This financing statement Dated 1-19-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard D. Laughery T/A Linthicum Ferndale Auto Body
Address 7178 Baltimore Annapolis Blvd. Ferndale, Maryland 21061

2. SECURED PARTY

Name American Equipment Leasing
Address P.O. Box 1258 Reading, PA 19603

RECORD FEE 12.00
POSTAGE .50
#02167 0345 R01 T13417
JAN 28 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- Telatronic Alignment
- 1- Alignment Rack
- 1- Wheel Balancer
- 1- Twin I Beam Tool

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.

E AUBREY COLLISON
CLERK
1985 JAN 28 PM 1:20

5. 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)

[Signature]
(Signature of Debtor)

Richard D. Laughery T/A Linthicum Ferndale Auto Body
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

AMERICAN EQUIPMENT LEASING CO., INC.
Type or Print Above Signature on Above Line

Mailed to Secured Party

12-00
B

255398

INDEX - 182 PAGE 86

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) LESSEE: THE ORIGINAL PHILADELPHIA STYLE 490 RITCHIE HWY SEVERNA PARK, MD 21146	2. Secured Party(ies) and address(es) LESSOR: EATON FINANCIAL CORPORATION The Beaumont Building P.O. Box 71, South Station Framlingham, Massachusetts 01701	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 W02209 0040 R01 115:37 JAN 28 1985
--	--	---

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

2 SANYO MODEL 690 CASH REGISTERS, SERIAL #55804112
45800789

1 SANYO MODEL 700 CASH REGISTER SERIAL #55209572

Not subject to recordation TAX L # 20322

This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

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:

THE ORIGINAL PHILADELPHIA STYLE By: <u><i>Nickolas M. Marcelli</i></u> Signature(s) of Debtor(s) LESSEE	EATON FINANCIAL CORPORATION By: <u><i>Markhad...</i></u> Signature(s) of Secured Party(ies) LESSOR
---	--

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1985 JAN 28 PM 3:39
 E. AUBREY COLLISON
 CLERK

1102



I HEREBY CERTIFY, under the penalties of perjury, that the recordation tax in the amount of \$40.00 was paid to Baltimore City, Maryland, this 16th day of January, 1985.

255379

J. S. Sopher
Jerry S. Sopher

LIBER - 482 PAGE 87

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 \$ 8,000.00

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

This financing statement Dated January 15, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

CORN-A-PLENTY, INCORPORATED
Name ROY HUNDLEY, III and CATHLEEN A. PETERS HUNDLEY
Address 2805 Pelham Avenue, Baltimore, Maryland 21213

2. SECURED PARTY

Name NICHOLAS PISCATELLI
Address 2835 St. Paul Street, Baltimore, Maryland 21218
Jerry S. Sopher, Esquire, 10 S. Calvert 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) January 15, 1985

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

All chattels, fixtures, licenses, inventory, kiosk and lease interest of Corn-A-Plenty, Incorporated and the business of Corn-A-Plenty located in Jumpers Hole Mall, 8123 Jumpers Mall, Pasadena, Maryland, 21122.

RECORD FEE 13.00
#02210 0040 R01 715:39
JAN 28 1985

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)

Roy Hundley, III
(Signature of Debtor)
Roy Hundley, III

Type or Print Above Signature on Above Line
Cathleen M. Peters-Hundley
(Signature of Debtor)

Cathleen M. Peters-Hundley
Type or Print Above Signature on Above Line

CORN-A-PLENTY, INCORPORATED
BY: Roy Hundley, III
Roy Hundley, III, President
(signature of Debtor)

Nicholas Piscatelli
(Signature of Secured Party)

Nicholas Piscatelli
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
BALTIMORE COUNTY

1985 JAN 28 PM 3:41

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

1300

482 88

229606

418 - 513

Financing Statement for Register of Deeds - Uniform Commercial Code		For Filing Officer
1 Debtor(s) (Last Name First) and Address(es) Carpenter, Roger Carpenter, Peggy 1205 Jones Station Rd. Arnold, Maryland 21012	2 Secured Party and Address First National Bank of Neenah 100 W. Wisconsin Avenue Neenah, WI 54958	<i>Anne Arundel (Annapolis)</i> RECORD FEE 10.00 #02211 C040 R01 T15:47 JAN 28 85
3 No. of Additional Sheets Presented:		
4 This Financing Statement covers the following types (or items) of Property (Collateral): 1-1978 C-22' North American Boat Hull No. HABO4122M78K w/Twin 140 HP Evinrude Engines options: full canvas VH-FM radio CB Auto. Direction Finder Electric Riviera Down Riggers		5 Assignee of Secured Party and Address
Proceeds to be used to purchase collateral to be used for <input type="checkbox"/> unless checked <input type="checkbox"/> If collateral is crops, the crops are growing or to be grown on:		

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 and requests the filing officer to terminate same of record. THE FEE FOR FILING THIS STATEMENT OF TERMINATION IS ENCLOSED.

Type/print name of Secured Party of Record **THE FIRST NATIONAL BANK**

Dated: 11/25, 1984

By: *Debra L. Johnson*

SIGNATURE OF SECURED PARTY OF RECORD, OR ITS REPRESENTATIVE, - TITLE
NOT VALID UNTIL SIGNED

(3) FILING OFFICER COPY -- Acknowledgment and Termination - Filing Officer - Note file number, date, and hour of filing hereon and return to the person filing.

10.00

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, KANE COUNTY

1985 JAN 28 PM 3:49

E. AUBREY COLLISON
CLERK



UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
236190
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____

RECORDED IN LIBER 433 FOLIO 37 ON 1-8-81 (DATE)

1. DEBTOR

Name Taylor Utilities Inc.

Address Millersville, Md.

2. SECURED PARTY

Name John Deere Industrial Equipment Co.

Address Baltimore, Md.

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.) Anne Arundel County</p>

RECORD FEE 10.00
#02213 0040 R01 T15:53
JAN 28 85

Dated 1-10-85

[Signature]
(Signature of Secured Party)

Division Manager Sales Finance
Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1985 JAN 28 PM 3:55

E. AUBREY COLLISON
CLERK

10.00

MARYLAND TERMINATION STATEMENT

Date January 16 19685

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: James Phelps
7 Idlewood St
Glen Burnie, MD 21061

RECORD FEE 10.00
POSTAGE .50

2. Secured Party and address (Type complete corporate name): Thorp Credit
7966 Crain Hwy
Glen Burnie, MD 21061

REC'D CO. 40 MD

JAN 22 1985

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 429 Page 285

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
(TYPE COMPLETE CORPORATE NAME)

By: [Signature] MANAGER
Samuel J Wilson

(Type signature below name)

AE 2/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

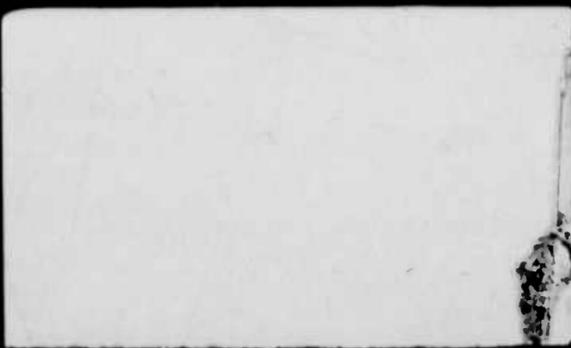
10.00

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JAN 28 PH 4:05

E. AUBREY COLLISON
CLERK



MARYLAND FINANCING STATEMENT

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

- 1. Maturity Date (if any) 01/15/88
- 2. Debtor(s) name(s) and address: Joseph Dreistadt
7752 Outing Avenue
Pasadena, MD 21122
- 3. Secured Party and address (Type complete corporate name): Thorp Credit
7966 Crain Highway
Glen Burnie MD 21061
- 4. Name and address of Assignee (if any): _____

5. This Financing Statement covers the following types (or items) of property:
(Check box which applies)

All of the household goods, furniture, appliances and personal property of every kind, nature, and description now or hereafter located at the residence of Debtor(s) whose address is shown above, or at the address to which said property may hereafter be removed.

Other personal property (Describe): _____

RECORDED FOR RECORD TAX 17.50
POSTAGE .50
#02215 0940 R01 T16#0.3
JAN 28 1985

MAKE OF AUTO	YEAR	BODY	MOTOR NO.	SERIAL NO.
<input type="checkbox"/>				

- 6. The secured transaction being publicized by this FINANCING STATEMENT is (is not) subject to the Recordation Tax imposed by Article 81, Section 277 and 278, Annotated Code of Maryland, 1962 Suppl, as amended.
- 7. The Principal Amount of the Debt initially incurred which is secured by the Security Agreement which this Financing Statement publicized is \$ 2523.89
- 8. After recording, filing officer will please deliver or mail this statement to the SECURED PARTY herein whose name and address are set forth above.

SIGNATURES OF DEBTORS:

SIGNATURE OF SECURED PARTY OR ASSIGNEE OF RECORD:

X Joseph Dreistadt
Joseph Dreistadt

Thorp Credit
(TYPE COMPLETE CORPORATE NAME)

X _____

By Samuel J. Wilson MANAGER

(Type names below all signatures)

UCCI

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JAN 28 PM 4:05

E. AUBREY COLLISON
CLERK

11.00 12.50

482-92

No. NOT USED

1-28-85

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 192325

RECORDED IN LIBER 332 FOLIO 430 ON 2/6/75 (DATE)

1. DEBTOR

Name SANDERS TIRE & CAR SERVICE, INC.
Address 539 RITCHIE HIGHWAY, SEVERNA PARK, MD.

2. SECURED PARTY

Name THE GOODYEAR TIRE & RUBBER COMPANY
Address P.O. BOX 2010
NEW BRUNSWICK, N.J. 08903 ATTN: CREDIT DEPT.

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
#02227 0040 R01 T08:46
JAN 29 85

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation (checked), B. Partial Release, C. Assignment, D. Other.

Dated JANUARY 16, 1985

Handwritten signature of Judith T. Van Pelt, D.M.A.

(Signature of Secured Party)

THE GOODYEAR TIRE & RUBBER COMPANY
Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 29 AM 8:59

E. AUBREY COLLISON
CLERK

10.00

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 192326

RECORDED IN LIBER 332 FOLIO 431 ON 2/6/75 (DATE)

1. DEBTOR

Name SANDERS TIRE & CAR SERVICE, INC.

Address 539 RITCHIE HIGHWAY, SEVERNA PARK, MD.

2. SECURED PARTY

Name THE GOODYEAR TIRE & RUBBER COMPANY

Address P.O. BOX 2010

NEW BRUNSWICK, N.J. 08903 ATTN: CREDIT DEPT.

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

#02228 0040 R01 T08:47
JAN 29 85

CHECK FORM OF STATEMENT

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

Dated JANUARY 16, 1985

Quintin T. Van Pelt, Don
(Signature of Secured Party)

THE GOODYEAR TIRE & RUBBER COMPANY

Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, N.A. COUNTY

1985 JAN 29 AM 8:59



E. AUBREY COLLISON
CLERK

10.5 5

255403

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT

M. SHIVITZ & SONS, INC.

6415 BALTIMORE NATIONAL PIKE • BALTIMORE, MARYLAND 21228

EUDOWOOD SHOPPING PLAZA
TOWSON

RITCHIE HIGHWAY and ARNOLD ROAD
ANNAPOLIS

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

Debtor(s) (Last Name First) and address	Secured Party and address	For Filing Officer
SHIFLET, HELEN DONNA Shiflet, Charles 321 Buena Vista Ave. Arnold, Md. 21012	M. SHIVITZ AND SONS, INC. 6415 BALTIMORE NATIONAL PIKE BALTIMORE, MARYLAND 21228	(Date, Time, Number, and Filing Office)
ANNE ARUNDEL COUNTY		

This financing statement covers the following types (or items) of personal property: DESCRIPTION OF MERCHANDISE

1 pr. 109" x 75" unlined #Serenade Caspian
1 pr. 103" x 74 3/4" unlined -#Priouette Oyster
Mohawk Ultra 120 2/3 sq, yds carpet & padding

RECORD FEE 11.00
POSTAGE .50
#02234 0040 R01 T08:53
JAN 29 85

A/C #515340

This transaction is exempt from the Recording Tax.

Filed with:

Charles E. Shiflet
(SIGNATURE OF DEBTOR)

CHARLES E. SHIFLET

M. SHIVITZ AND SONS, INC.

(NAME OF SECURED PARTY)

Helena Donna Shiflet
(SIGNATURE OF DEBTOR)

HELENA DONNA SHIFLET

Shirley Gladfelter
By SHIRLEY GLADFELTER, Credit Manager

RETURN TO M. ShavitZ and Sons, Inc., 6415 Baltimore National Pike, Baltimore, Maryland 21228



Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 29 AM 9:00

E. AUBREY COLLISON
CLERK

11.00 5

Anne Arundel County

Filing Fee: \$11.50

Recordation: \$70.00

LIBER - 482 PAGE 96

255107

File No. _____
Record Reference:
Liber _____ Folio _____

FINANCING STATEMENT

Not subject to Recordation Tax.

To Be Recorded in The Land Records
(For Fixtures Only).

XX Subject to Recordation Tax on prin-
cipal amount of \$10,000.00

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

Address

Bowie Bolt & Supply, Inc.

1851 Marlow Place
Crofton, Maryland 21114

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland 20707

RECORD FEE 11.00
RECORD TAX 70.00
POSTAGE .50
#02235 0040 R01 T08:54
JAN 29 85

to which this Statement should be delivered after it is recorded and from which addi-
tional information may be obtained.

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

- One I.B.M. Computer Screen - #0703106
- One I.B.M. Computer Terminal - #PC011AN099A5160
- One I.B.M. Computer Printer - #BT300240
- One National Controls Computer Scale Model #8200 - #CN87842057
- One National Controls Computer Scale Model

4. The collateral property is affixed or to be affixed to or is to be crops on the follow-
ing real estate: (Describe - include house number and street or block reference where
applicable).

5. XX Proceeds)
XX Products) of the collateral are also specifically covered.

Debtor

Secured Party (Assignee)

Bowie Bolt & Supply, Inc.

THE CITIZENS NATIONAL BANK
Laurel, Maryland 20707

By: Donna M. Weathers
Donna M. Weathers, President

By: Marilyn F. Horton
Marilyn F. Horton, Asst. Vice Pres.

Loyd D. Weathers
Loyd D. Weathers, Treasurer

By: _____

Type or print all names and
titles under signatures.

Mailed to Secured Party

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1985 JAN 29 AM 9:00

E. AUBREY COLLISON
CLERK

11.00
70.00
\$

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. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

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

Baltimore, MD 21203
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 November 13, 1984 between Assignor as Lessor and Interpolar Interiors Incorporated 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.

RECORD FEE 11.00
POSTAGE .50
#02236 0040 R01 103:55
JAN 29 1985

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

BALTIMORE FEDERAL FINANCIAL, F.S.A.

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

John J. Stamerro, Sr. V.P.

Type or Print Above Signature on Above Line

Filed with Anne Arundel County

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 JAN 29 AM 9:00

E. AUBREY COLLISON
CLERK

11.00

EQUIPMENT LIST

QUANTITY

1

DISCRIPTION

Alberti Vittorio Model B7-CN Boring
Machine S/N 30435 with the following:

- X axis 3200mm
- Y axis 1000mm
- 1 Spindle - single normal
- 2 Spindle - single normal
- 3 Spindle - seven spindles cluster head
- 4 Spindle - single normal
- 5 Spindle - thru device
- 6 Spindle - horizontal with two outlets
- 7 Spindle - saw device
- Machine with standard vacuum table, mirror
function double zero, installation and tools
included.

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Small

TITLE: S.V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: S.V.P.

Mailed to Secured Party

STATE OF MARYLAND

255108

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 Building, Ste.200B,407 Crain Hwy.,Glen Burnie, Md. 21061

2. SECURED PARTY

Name Salem Five Cents Savings Bank
Address 210 Essex Street
Salem, MA 01970

RECORD FEE 11.00
POSTAGE .50
#02237 0940 R01 108:55
JAN 29 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)
To secure assignment to Salem Five Cents Savings Bank of certain lease payments under a certain True Lease Assignment dated September 25, 1984, schedule 02 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 December 10, 1984 between Assignor and Assignee:

- 6 (six) 1985 Kenworth Model K100E Engine 3460B Caterpillar RT12609 9 speed transmission
- S/N's 1XKEDB9X1FK364502 1XKEDB9X7FK364505
- 1XKEDB9X3FK364503 1XKEDB9X9FK364506
- 1XKEDB9X5FK364504 1XKEDB9X0FK364507

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

SALEM FIVE CENTS SAVINGS BANK

John D. Ghera, V.P.
(Signature of Secured Party)

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

1985 JAN 29 AM 9:00

E AUBREY COLLISON
CLERK

1100

255107

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Mistral, Inc.
Parkway Industrial Center
 (Name)
7270 Park Circle Dr.
 (Address)
Lot 18A Section 12
Dorsey, Maryland 21076

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
Attn: Steven E. Lehukey, Loan Officer
 (Name of Loan Officer)
P.O. Box 1596
 (Address)
Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

RECORD FEE 11.00
 #02239 1345 RM 109:00
 JAN 29 85

(1) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory; (3) all of Borrower's other assets, specifically including (but not limited to) accounts receivable 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; (4) 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 (5) all of the actual books and records evidencing any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. 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
 CLERK'S OFFICE
 1985 JAN 29 AM 9:25
 E. AUBREY COLLISON
 CLERK

DEBTOR (OR ASSIGNOR)
Mistral, Inc. (Seal)
 _____ (Seal)
 (Signature)
J. A. SEISKI
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

Mailed to Secured Party

11.00

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255408

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 Powercon Corporation

Address 1551 Florida Avenue, Severn, Maryland 21144

2. SECURED PARTY

Name W. C. Burroughs & Associates, Inc.

Address 7146 Montevideo Road, Jessup, Maryland 20794

Leasing Service 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)

See Lease Agreement attached hereto and made a part hereof for description of equipment.

ASSIGNEE OF SECURED PARTY

Leasing Service Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

RECORDING FEE 17.00
POSTAGE .50
40278 0345 PM 109#47

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)

Powercon Corporation

Ralph Siegel
(Signature of Debtor)

Ralph Siegel, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W. C. Burroughs & Associates, Inc.

Steve Norsio
(Signature of Secured Party)

Steve Norsio, Comptroller

Type or Print Above Signature on Above Line

1985 JUN 29 AM 9:57
E. AUGUSTY COLLISON
CLERK

17.10
50

ASSIGNMENT

LIPER - 482 PAGE 109

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 January 9, 1985, as Seller/Lessor/Mortgagee

between W. C. Burroughs & Associates, Inc.
and Powerco Corporation, 1551 Florida Avenue, Severn, Maryland 21144
(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 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

\$ 135,643.00 ~~135,643.00~~ IN WITNESS WHEREOF, we have hereunto set our hand and seal this 9th day of January, 19 85

W.C. Burroughs & Associates, Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

EQUIPMENT LEASE AGREEMENT

LESSOR: W. C. Burroughs & Associates, Inc. LESSEE: Powercon Corporation
7146 Montevideo Road 1551 Florida Avenue
Jessup, Maryland 20794 Severn, Maryland 21144

On the 9th day of January, 1985, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term, at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks):

One (1) Methods Slant 3A Lathe with Fanuc 3TF Control, parts cather, bar pull system, bar feed interface and chip conveyor, S/N C30318
Fanuc 3TF Control S/N 7113734

TOTAL RENT \$ 142,800.00
ADVANCE RENT Paid Herewith \$ 2,000.00
BALANCE OF RENT \$ 140,800.00
No Purchase Option available hereunder -0-
No Renewal Option available hereunder -0-
Equipment to be located at: Severn, Maryland

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Record Owner of Real Estate:

Lessee acknowledges receipt of and accepts Equipment, and acknowledges that no warranties, representations or agreements not expressed herein have been made by Lessor; and Lessee further acknowledges notice of the intended assignment of this lease to either Credit Alliance Corporation or Leasing Service Corporation (said assignee hereinafter called "Lessor") and upon such assignment, Lessee agrees not to assert against the Lessor and any subsequent Assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the original lessor who has executed this lease agreement and/or any subsequent Lessor, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of Lessor or Credit Alliance Corporation or Leasing Service Corporation (whoever is the then holder of this lease, such holder hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the 9th day of February, 1985, and continuing on the same date of each month thereafter until paid;

the first 11 installments shall each be in the amount of \$ 2,000.00, plus any applicable sales tax, and the final installment shall be in the amount of \$ 2,475.00, plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. The term of this lease shall commence upon the acceptance hereof by lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings, stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same is damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and of the same or a later model, and in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the terms of Equipment so paid for. The proceeds of any insurance payable as result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage of any cause whatsoever for not less than (a) the actual fair market value of the Equipment; or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term on this lease; whichever be greater, and shall carry public liability insurance, both personal injury and property damage, covering Equipment. All said insurance shall be in form and amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or by other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days' prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts due and/or payable to Lessee or any other party. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all moneys spent by the expenses of Lessor in effecting such insurance or compliance shall be deemed to be additional rent, and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's title to Equipment, and will pay all cost, charges and expenses incident thereto. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgagees of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located, now or hereafter belonging to Lessee or in which Lessee has any interest and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to Lessor, now existing and/or hereafter incurred. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: W. C. Burroughs & Associates, Inc. (SEAL)
(Print Name of LESSOR Here)

Powercon Corporation (SEAL)
(Print Name of LESSEE Here)

By: [Signature]
(Signature and Title of Authorized Officer, Partner or Individual)

By: [Signature]
(Signature and Title of Authorized Officer, Partner or Individual)

Attest:
Witness: Secretary

Attest:
Witness: Secretary

This instrument was prepared by

CREDIT ALLIANCE CORPORATION

FINANCING STATEMENT ORIGINAL - FOR FILING

3 ADDRESS:

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)

care for or abused. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement with Lessor or changes its management operations, ownership of its stock or control, or becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the entire amount of rent then unpaid hereunder together with delinquency charges, collection charges and attorney's fees and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of the Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law (1) recover the Balance; (2) take possession of the Equipment wherever same may be located (with all additions and substitutions); Lessee agreeing to assemble same at and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full). Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (a) retain Equipment and all prior payments of rent; or (b) retain all prior payments and either (i) sell Equipment at public or private sale (all without publication or notice to Lessee and with the right in Lessor to purchase any of the Equipment at such sale) applying any net proceeds less 15% of Total Rent to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable re-leasing value of the Equipment; Lessee remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. Lessor and Lessee waive any and all right to a trial by jury in any action or proceeding based hereon or relating to the subject matter hereof. Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for the Balance plus reasonable attorney's fees which are hereby agreed to be no less than 20% of any amount sought, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force. As part of the consideration for Lessor's entering into this lease, Lessee 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 Lessee's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its 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 located within the State of New York regarding any matter arising hereunder. No failure on the part of Lessee to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any part of the rent herein reserved or any other sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement 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 of rent hereunder. Lessor may, in its sole discretion apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option, if Lessee is not in default hereunder, to purchase Equipment as a whole but not in part, as-is, where-is, at the end of the original or any renewal term hereof, upon giving at least 60 days' prior written notice to Lessor, and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessee fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Any provisions 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 hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

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GUARANTORS SIGN HERE:

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease.

_____(L.S.) _____(L.S.)
 (Guarantor) (Guarantor)
 _____(L.S.) _____(L.S.)
 (Guarantor) (Guarantor)

ASSIGNMENT TO BE EXECUTED BY LESSOR

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Lessor") hereby sells, assigns, transfers and sets over to CREDIT ALLIANCE CORPORATION and/or LEASING SERVICE CORPORATION ("Assignee"), its successors and assigns, the within Equipment Lease Agreement (the "lease") and all right, title and interest in and to the property therein described (the "Equipment"), and all rights, powers and remedies thereon, including the right to collect all sums due or to become due thereon and any notes, contracts of guaranty or surety and collateral of any kind or nature which Lessor has and will have pertaining to said lease and the right either in Assignee's own name, or in Lessor's name, to take such legal proceedings or otherwise as Lessor might have taken save for this assignment; 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 Lessee of any payment at its due date or of any other default by the Lessee without first requiring Assignee to proceed against said Lessee. Lessor will reimburse Assignee for all expenses not paid by Lessee, 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, Lessor 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 Lessor's true and lawful attorney-in-fact and agent for Lessor and in Lessor's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time payment, and compromise claims that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time payment, and compromise claims with, the Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor waives presentment and demand for payment, protest and notice of protest as to any note or notes endorsed or hereafter to be endorsed by Lessor, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by the Lessee in any proceedings under any present or future provisions of law.

Lessor warrants that the lease is genuine, enforceable, the only lease executed for the Equipment, is in all respects what it purports to be, is a valid obligation arising out of the lease of the Equipment to the Lessee in the ordinary course of business, contains the entire agreement and all instruments made or given in connection with such transaction and will be paid and performed according to its terms; that all statements therein contained are true; that at the time of execution of this assignment Lessor had good title to the Equipment and the right to transfer title thereto; that the Equipment has been duly delivered and accepted in accordance with the terms of the lease, will be insured as provided in the lease and will be satisfactorily maintained, protected and will operate to the satisfaction of Lessee and Lessor will comply with all of its obligations with respect to the Equipment; that all parties to the lease have capacity to contract; that Lessor has no knowledge of any facts which impair the validity of said lease, or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Lessor warrants against all liens, claims, defenses and counterclaims, real or claimed, and compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations having the force of law regarding leases, conditional sales contracts, chattel mortgages and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Lessor's request, or otherwise, shall be at Lessor'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 Lessor of any responsibility to Assignee. Lessor expressly represents and warrants that the lease arises out of a bona fide lease or sale in the first instance of the Equipment by Lessor to the Lessee, that title to the Equipment originated with Lessor and not with the Lessee, that prior to the execution of the lease the Lessee did not either directly or indirectly have any interest in the Equipment, that an actual delivery to and acceptance by the Lessee has been made for the Lessee's proper uses and purposes, that any advance rent or down payment was made by Lessee in cash and not its equivalent unless otherwise specifically stated in the lease, that no part thereof was loaned directly or indirectly by Lessor to the Lessee, that Lessor will not advance, give, or loan to the Lessee directly or indirectly any part of the unpaid rent or any other sum payable under the lease, that the Lessee has not and will not either directly or indirectly receive from or through Lessor any part of the consideration for this assignment and that Lessor shall be fully liable for payment of all of Lessee's obligations in the event Lessee fails to pay the Balance under the lease in full immediately upon the sale, transfer, assignment or conversion of the Equipment. Lessor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the Equipment and/or modify the terms of the lease.

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 has been executed and delivered to Assignee pursuant to and in furtherance of existing agreement, if any, between Lessor and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Lessor so as to induce Assignee to accept this assignment.

Date: _____ 19____ (Print Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Lessor
 _____ (Witness) Mailed to Assignee (Signature; Title of Office, "Partner" or "Proprietor")

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255100

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) 2. Secured Party(ies) and address(es)
DOUGLAS A. FINNEGAN, M.D., PA. NATIONAL ENTERPRISE BANK
16 MURRAY AVE. 1722 EYE ST. N.W.
ANNAPOLIS, MD. 21401 WASHINGTON, D.C. 20004

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

X-RAY EQUIPMENT
UNIVERSAL GENERATOR #PF 00251054
UNIVERSAL HEAD UNIT # 84 337
FISHER PROCESSOR # 820552

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00
POSTAGE .50
#80758 0237 102 109:58
JAN 29 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 (NOT SUBJECT TO RECORDATION TAX)

DOUGLAS A. FINNEGAN, M.D., PA.
By: *Douglas A. Finnegan, M.D.*
Signature(s) of Debtor(s)

NATIONAL ENTERPRISE BANK
By: *Lee M. Donovan*
Signature(s) of Secured Party(ies)

Douglas A. Finnegan, M.D., P.A. Lee M. Donovan, Sr. Vice President
STANDARD FORM - FORM UCC-1.
(1) Filing Officer Copy - Alphabetical

RECEIVED
CREDIT COURT, ANNAPOLIS, MARYLAND
1985 JAN 29 AM 10:02
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

1150

LIBER - 482 PAGE 106

255110

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) New Era Homes, Inc. Industrial Park Rd. Belington, WV 26250	2 Secured Party(ies) and address(es) Bradford or Cindy Talbott Rt. #1 BELINGTON BANK Box 34 P. O. BOX 10 BELINGTON, W. VA. 26250	For Filing Officer (Date, Time, Number, and Filing Office)
---	--	---

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

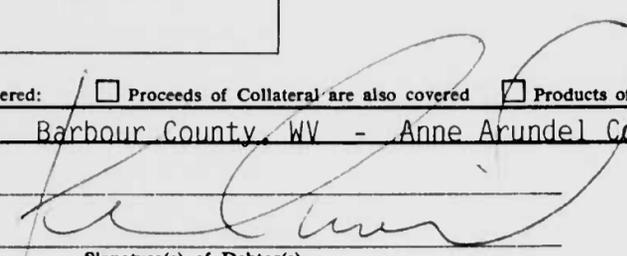
— NE#56-84,/01-85 Special Beverly

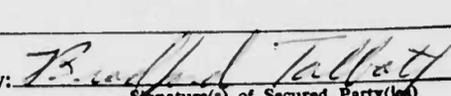
RECORD FEE 11.00
880759 12:37 PM '85
JAN 29 85

ASSIGNEE OF SECURED PARTY

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

Filed with: Barbour County, WV - Anne Arundel County, Annapolis, MD

By: 
Signature(s) of Debtor(s)

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

(1) FILING OFFICER COPY - ALPHABETICAL

RECEIVED FROM RECORDS
CLERK COUNTY CLERK
1985 JAN 29 AM 10:02
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11/3

FINANCING STATEMENT

File No.

This Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code. RETURN TO SECURED PARTY.

1. DEBTOR(S) and Address(es) FAMILY FLOORS, INC. 7292 GREEN MOSS GLEN SEVERN, MD. 21144	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND 210 Guilford Avenue Baltimore, Maryland 21202 ATTN: Commercial Finance Dept.
--	---

1985 JAN 29 AM 10:03
 E. AUBREY COLLINSON
 CLERK

3. This Financing Statement covers the following types (or items) of property ("Collateral"): All of the property described in subparagraphs A through C below unless one or more boxes are marked; if one or more boxes are marked, "Collateral" includes only the property described next to the box or boxes marked.

A. All of Debtor's present and future accounts, contract rights, receivables, instruments, documents, chattel paper and general intangibles, all rights to the payment of money due or to become due to Debtor for any reason whatsoever, and all right and interest of Debtor in and to all goods returned or repossessed or stopped in transit, the sale, lease or other provision of which gave rise to an account and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

B. All of Debtor's present and after-acquired inventory, including raw materials, work in process, finished goods, goods returned or repossessed, goods held for demonstration, marketing or similar purposes and all materials and supplies either held by Debtor for sale, lease or other provision to customers of Debtor or used, useable or consumed in the course of Debtor's business, all property and devices in or on which any of the foregoing is stored or maintained, whether in the possession and control of Debtor or of a third party for the account of Debtor and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

C. Other:

4. Proceeds (including insurance proceeds) and products of Collateral are also covered hereunder.

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

RECORD FEE 11.00
 POSTAGE .50
 880761 0237 R02 T10:00
 JAN 29 85

DEBTOR:
 FAMILY FLOORS INC.
(Type Name)

SECURED PARTY:
 By: ROBERT G. HOLMES JR. V.P.

By: *[Signature]*

[Signature]
(Type or print name and title)

[Signature]
(Type or print name and title)
 Chairman, Secy/Treas
 5 A South Brown St

JANUARY 5, 1985
(Date signed by Debtor)

INSTRUCTIONS: Sign in ink. Type or print other information in ink. Margins are for use of Filing Officer only.

Mailed to Secured Party

11-20
 5

Conditional Sales Contract

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code. **FINANCING STATEMENT** Not subject to recordation tax

Buyer(s)-Debtor(s) name(s) (Last name first)				Post Office Address(es) of Buyer(s)-Debtor(s)		
Fiore Louis Nardo t/a Heritage Marine Supply				272 Locust St. Columbia, PA 17512		
Name of Seller-Secured Party				Post Office Address of Seller-Secured Party		
Maryland National Bank				326 First St., Suite 6, Annapolis, MD 21403		
This Financing Statement covers the following types or items of property:						
New or Used Car	Year	No. Cyl.	Make Trade Name	Type of Body Give Truck Tonnage	Model	Manufacturer's Serial No.
<input type="checkbox"/> Automatic Transmission <input type="checkbox"/> Four Speed <input type="checkbox"/> Radio <input type="checkbox"/> Power Steering <input type="checkbox"/> Power Brakes <input type="checkbox"/> Power Windows <input type="checkbox"/> Air Cond. <input type="checkbox"/> Heater						
If other than a vehicle, describe goods fully, (including where applicable, manufacturer's or trade name, model and year, serial no., and whether new or used)						
1983 Beneteau 42'3" Sailboat hull #BEY015901083						
Also any accessories or equipment now or hereafter attached to any of the above, as well as any proceeds of any of the above.						

FINANCING STATEMENT

This Financing Statement is assigned to: MARYLAND NATIONAL BANK
Address: BALTIMORE AND LIGHT STS.
BALTIMORE, MD: 21202

Debtor(s):

Secured Party:

Fiore Louis Nardo t/a Heritage Marine Supply
[Signature]

Maryland National Bank
(Type Name of Dealership)

By *[Signature]*
(Authorized Signature)

CLERK FOR RECORD
 COUNTY OF ANNE ARUNDEL
 1985 JAN 29 11:10:03
 AUDREY COLLISON
 CLERK
 RECORD FEE
 POSTAGE
 #00762 0237 R02 T10:01
 JAN 29 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: 326 First St., Suite 6, Annapolis, MD 21403)

Mailed to Secured Party

1250

482 109 755113

Conditional Sales Contract

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

FINANCING STATEMENT

Not subject to recordation tax

Buyer(s)-Debtor(s) name(s) (Last name first) Scott Enterprises & Karl F. von Schwarz				Post Office Address(es) of Buyer(s)-Debtor(s) 930 Melvin Road, Annapolis, MD 21403		
Name of Seller-Secured Party Maryland National Bank				Post Office Address of Seller-Secured Party 326 First St., Suite 6, Annapolis, MD 21403		
This Financing Statement covers the following types or items of property:						
New or Used Car	Year	No Cyl	Make Trade Name	Type of Body Give Truck Tonnage	Model	Manufacturer's Serial No
<input type="checkbox"/> Automatic Transmission <input type="checkbox"/> Four Speed <input type="checkbox"/> Radio <input type="checkbox"/> Power Steering <input type="checkbox"/> Power Brakes <input type="checkbox"/> Power Windows <input type="checkbox"/> Air Cond <input type="checkbox"/> Heater						
If other than a vehicle, describe goods fully, (including where applicable, manufacturer's or trade name, model and year, serial no., and whether new or used)						
new 1984 Garrett Marine 39'8" hull #HKM40G030184						
Also any accessories or equipment now or hereafter attached to any of the above, as well as any proceeds of any of the above.						

This Financing Statement is assigned to: MARYLAND NATIONAL BANK
Address: BALTIMORE AND LIGHT STS.
BALTIMORE, MD. 21202

Debtor(s):

[Signature]
.....
Scott Enterprises

[Signature]
.....
Karl F. von Schwarz

Secured Party:

.....
Maryland National Bank
(Type Name of Dealership)

By *[Signature]*
.....
(Michelle Lynn Meredith)

RECORD FEE 12.00
POSTAGE .50
#80763 0237 R02 T10:01
JAN 29 85

1985 JAN 29 10:03
MARYLAND NATIONAL BANK
F. JAMES COLLISON
CLERK

(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: 326 First St., Suite 6, Annapolis, MD) 21403

Mailed to Secured Party

12/0

255111

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. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

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

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
402284 CT45 901 109:59
JAN 29 85

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated October 15, 1984 between Assignor as Lessor and Landover 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:

- 1 (One) 1973 Trailmobile Trailer S/N J33460
- 1 (One) 1973 Trailmobile Trailer S/N J33669
- 1 (One) 1971 Fruehauf Trailer S/N 4PN389571
- 1 (One) 1972 Fruehauf Trailer S/N 4PP410442

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

BALTIMORE FEDERAL FINANCIAL, F.S.A.

[Signature]
(Signature of Secured Party)

John J. Stamerro, Sr. V.P.

Type or Print Above Signature on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

11.00
js

E. AUBREY COLLISON
CLERK

1985 JAN 29 AM 10:13

RECEIVED
ANN ARUNDEL COUNTY

STATE OF MARYLAND

255415

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. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

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

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 December 1, 1984 between Assignor as Lessor and Budget Auto and Tire Center, 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:

See attached equipment list.

RECORD FEE 11.00
POSTAGE .50
JAN 29 1985

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

(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with Anne Arundel County

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stamerro

(Signature of Secured Party)

John J. Stamerro, Sr. V.P.

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, ANN ARUNDEL COUNTY
FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1985 JAN 29 AM 10:13

E. AUBREY COLLISON
CLERK

110
DS

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Model 40-950 Bear Computer Engine Diagnostic System S/N's 09D752; 09D838
1	Model 1423 Bear Brake Shop S/N's 01D1397; 01D1554
1	60-600 Bear Telematic Alignment S/N 110078
1	Model 61-600 Bear Power Rack (No S/N)
1	80-100 Bear Computer Wheel Balancer S/N 11B369

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE:

Frank J. Santoro
J. BKUP

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE:

John
Sr. V.P.

Mailed to Secured Party

Mailed to: _____

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 4114

Page No. 75

Identification No. 227834

Dated 9/5/79

1. Debtor(s) { Theresa R. Prophet
 Name or Names—Print or Type
19 Hanford Dr., Harmons, MD 21077
 Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
 Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
 POSTAGE .50
 #02289 C345 R01 T10:01
 JAN 29 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 type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 2.00
 #02290 C345 R01 T10:02
 JAN 29 85



Dated: 1/10/85

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

RECEIVED FOR RECORD
CLERK COUNTY, BALTIMORE

1985 JAN 29 AM 10:13

E. AUBREY COLLISON
CLERK



12-21
R

10/50
1/10/85

CROSS INDEXED IN LAND RECORDS
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 424

Page No. 472

Identification No. 232232

Dated 4/21/80

1. Debtor(s) { James W. and Margaret V. Cary
Name or Names—Print or Type
1015 Shoreland Rd., Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

1985 JUN 29 AM 10:13
RECEIVED FOR RECORD
CHARLES COUNTY
E. AUBREY COLLISON

RECORD FEE 13.00
POSTAGE 50
#02291 0345 R01 T10:02
JAN 29 85

Dated: 1/10/85 Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

13-10
30

2
14061
1350

CROSS INDEXED IN LAND RECORDS
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 438 Page No. 103
Identification No. 238068 Dated 5/22/81

1. Debtor(s) { William L. and Evelyn M. Harold
Name or Names—Print or Type
8420 Rugby Rd., Pasadena, MD 21122
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECORD FEE 13.00
POSTAGE .50
#02292 1345 R01 T10#03

JAN 29 85

1985 JUN 29 AM 10:14
F. ALBERT COLLISON
CLERK

Dated: 1/10/85

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

156

1985
JAN 29

CROSS INDEXED IN LAND RECORDS
UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 122

Page No. 44

Identification No. 231046

Dated 2/7/80

1. Debtor(s) { James A. and Shirley Esposito and Carrie Esposito
Name or Names—Print or Type
7881 Bellhaven Rd., Pasadena, MD 21122
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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



RECORD FEE 14.00
POSTAGE .50
#02293 045 R01 T10#03

JAN 29 85

Dated: 1/10/85

Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

RECEIVED FOR RECORD
COURT CLERK, ALA. COUNTY

1985 JAN 29 AM 10:14

E. AUBREY COLLISON
CLERK

14.50
50

14.50
14.00
3

ANNE ARUNDEL COUNTY, MD

TO BE RECORDED IN LAND RECORDS
 NOT TO BE RECORDED IN LAND RECORDS

SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF _____
 NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF _____

FINANCING STATEMENT

1. Debtor(s):

Coffee Butler Service, Inc.*
 Name or Names—Print or Type

3660 Wheeler Avenue, Alexandria, VA 22304
 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:

Maryland National Industrial Finance Corporation
 Name or Names—Print or Type

502 Washington Avenue, Towson, MD 21204 (Baltimore County)
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

*a/k/a Coffee Butler; a/k/a Coffee Butler Service; a/k/a Carolina Coffee Butler; a/k/a Coffee Time

SEE SCHEDULED "A" ATTACHED HERETO AND FORMING A PART HEREOF.

1985 JUN 29 11:10:14
E. ANDREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE 50
#02294 0345 RM T10:06
JAN 29 85

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S): Coffee Butler Service, Inc.

SECURED PARTY: Maryland National Industrial Finance Corporation

Thomas E. Williams, Pres.
 (Signature of Debtor)

Thomas E. Williams
 Type or Print

(Signature of Debtor)

Type or Print

(Company, if applicable)

Robert Brennan AVP
 (Signature of Secured Party)

Robert Brennan, AVP
 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 Maryland National Industrial Finance Corporation

Local Bros. Form F-1 300 ~~XXXXXX~~ XXXX XXXX 502 Washington Avenue

Towson, MD 21204 Towson, MD 21204

ATTENTION XXXX XXXX XXXX XXXX

11.00
A

118

The following types (or items) of property are covered:

1. All of the Debtor's accounts, contract rights, instruments, documents, chattel paper and general intangibles, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to the Secured Party (the "Receivables").

2. All of the Debtor's inventory, whether now owned or hereafter acquired, including all goods (including finished goods and packing, packaging and shipping materials) which are held for sale or lease or which are to be furnished under contracts for services, or which have been so furnished or which are raw materials, work in process or materials used or consumed in the Debtor's business and all documents of title and negotiable and non-negotiable warehouse receipts representing any thereof (the "Inventory").

3. (a) All of the Debtor's right, title and interest in and to the goods and other property represented by or securing any of the Receivables, including, but not limited to, all returned, rejected or repossessed goods, the sale, lease or furnishing under contracts for service of which shall have given or shall give rise to any of the Receivables; (b) all of the Debtor's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin and reclamation; (c) all additional amounts due to the Debtor from any Customer, irrespective of whether such additional amounts have been specifically assigned to the Secured Party; (d) all of the Debtor's right, title and interest in other property, including warranty claims, relating to any goods whatsoever given as security to the Secured Party; (e) if and when obtained by the Debtor, all guarantees, mortgages, security interests, assignments and other encumbrances on real or personal property, leases or other agreements or property securing or relating to the Receivables or the Inventory, or acquired for the purpose of securing and enforcing any of the Receivables; and (f) any other goods, personal property or real property now owned or hereafter acquired in which the Debtor has expressly granted a security interest or may in the future grant a security interest to the Secured Party under any agreement between the Secured Party and the Debtor.

4. All of the Debtor's ledger sheets, files, records, books of account, business papers and documents relating to the collateral referred to in items 1, 2 and 3 above and item 5 below.

5. All proceeds and products of the collateral referred to in items 1, 2, 3 and 4 above in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or documents, or proceeds of the sale, lease or other disposition of any and all of the Inventory.

As used herein, the term "Customer" shall mean and include the account debtor with respect to any of the Receivables and/or the prospective purchaser of goods, services or both with respect to any contract or contract right, and/or any party who enters into or proposes to enter into any contract or other arrangement with the Debtor, pursuant to which the Debtor is to deliver any personal property or perform any services.

ADDITIONAL LOCATION OF COLLATERAL:

150-B Penrod Court
 Glenburnie, MD 21061
 (Anne Arundel County)

Coffee Butler Service, Inc. _____ (Debtor)

MARYLAND NATIONAL INDUSTRIAL
 FINANCE CORPORATION

By: Thomas & William Pres.

By: Robert Breunman A/P

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. 249085
RECORDED IN LIBER 466 FOLIO 45 ON 9/21/83 (DATE)

1. DEBTOR

Name B. Franklin Bausum, Jr.
Address 2615 Riva Rd., Annapolis, MD

2. SECURED PARTY

Name John Deere Company
Address Court St. & Deere Rd., 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: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

E. ADREY COLLISON
CLERK

1985 JAN 29 AM 10:15

RECEIVED FOR RECORD
SHERIFF'S OFFICE, ANNE ARUNDEL COUNTY



RECORD FEE 10.00
POSTAGE .50
#80766 C237 R02 T10:04
JAN 29 85

Dated December 20, 1984

JOHN DEERE COMPANY

(Signature of Secured Party)

Type or Print Above Name on Above Line

R. W. EDWARDS, ASST. TREAS.

Mailed to Secured Party

1050

PLEASE CROSS INDEX

 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) Merchant, Douglas F. 10145 T/A Merchants Tree Service 10150 1672 Crownsville Road Crownsville, Anne Arundel Co., MD 21032	Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093	
Assignor's Signature BY: [Signature]	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) Asplundh 16" Chipper, S/N 18943		
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 _____		RECORD FEE 12.00 POSTAGE .50 990767 C337 R02 110:04 JAN 29 85
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) Douglas F. Merchant T/A Merchants Tree Service	Secured Party C.I.T. Corporation	
By <u>[Signature]</u> Title <u>Owner</u>	By <u>[Signature]</u>	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		
<u>Douglas Merchant</u> Type or print name(s) of person(s) signing	<u>Mike Schmidt</u> Type or print name of person signing	
5-SA-989D		

RECORDED FOR RECORD
COUNTY CLERK

1985 JAN 29 AM 10:15

E. AUGREY COLLISON
CLERK



Mailed to Secured Party

251

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) Comanco Inc. 10 Village Green Crofton, Md. 21114	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <i>Peggy Taylor</i> Return to Secured Party
---	--

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

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

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

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

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

E. Other **IBM Personal Computer 256K, 2 - 360K Drives**
IBM Monochrome Display
NEC 7730 Letter Quality Printer
Word Processing Software

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: \$10,000.00

DEBTOR:

Comanco Inc.

(Type Name)

By:

Judith E. Faust
Corporate Officer

(Type Name)

By:

(Date Signed by Debtor)

19

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By:

RECORD FEE 11.00
RECORD TAX 70.00
POSTAGE .50
#80771 0237

RO2 110:07
JAN 29 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.

E. AUBREY COLLISON
CLERK

1985 JAN 29 AM 10:15

RECEIVED FOR RECORD
DEPT. OF PUBLIC SAFETY
BALTIMORE COUNTY

Mailed to Secured Party

11
100
700

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures

To Be Recorded in
Land Records

LIBER - 182 122

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 254233

Date of Filing October 17, 1984 Record References Book-478 Page-510

Maturity Date (if any) N/A

<u>Name(s) of Debtor(s) or Assignor(s)</u> (last name first)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Aero-tek, Inc.	95	Aquahart Road	Glen Burnie	MD 21061

<u>Name of Secured Party or Assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Annapolis Federal Savings and Loan Association	P.O. Box 751		Annapolis,	MD 21404

CHECK APPLICABLE STATEMENT

RECORD FEE 10.00
POSTAGE .50
480772 1237 R02 110:08
JAN 29 85

- 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

RECEIVED FOR RECORD
COUNTY CLERK
1985 JAN 29 AM 10:15
E. AUBREY COLLISON
CLERK

DEBTOR(S) OR ASSIGNOR(S)

Aero-Tek, Inc.

By: *Stephen Bisciotti*
Stephen Bisciotti, President

STEPHEN BISCIOTTI
Type or Print Name Under Signature

Annapolis Federal Savings and Loan
Corporate, Trade, or Firm Name

John M. Crook
Signature of Secured Party or Assignee

John M. Crook, Vice President
Owner, Partner, or Officer & Title

(Signatures Must Be in Ink)

1050

Mailed to Secured Party

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) Connell Leasing Company, A Div. of Connell Rice & Sugar Co., Inc. 45 Cardinal Drive Westfield, NJ 07092	2 Secured Party(ies) and address(es) Citicorp Leasing, Inc. 450 Mamaroneck Avenue Harrison, NY 10528 6572-2	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 One Pettibone - Mercury Electric Forklift Truck Model #601 S/N 127916 Equipment Location: Michelin Tire Corp. 7468 Candlewood Road Harmans, MD 21077		5. Assignee(s) of Secured Party and Address(es) RECORD FEE 12.00 POSTAGE .50 480773 0237 R02 110:09 JAN 29 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.

Filed with:
 Anne Arundel Superior
 Court Clerk-Maryland

Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Connell Leasing Company
 By: [Signature]
 Signature(s) of Debtor(s)

Citicorp Leasing, Inc.
 By: [Signature] 12/00
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use In Most States)

RECEIVED FOR RECORD
 CLERK COURT HOUSE BALTIMORE COUNTY
 1985 JAN 29 AM 10:15
 E. AUDREY COLLISON
 CLERK



Mailed to Secured Party

12/50

ANNE ARUNDEL COUNTY

LIBER - 482 PAGE 124

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 240376

RECORDED IN LIBER 443 FOLIO 508 ON 11-9-81 (DATE)

1. DEBTOR

Name Home Video Services, Inc
Address 554 Benfield Road Severna Park, Md 21146

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION
Address 1900 SULPHUR SPRING ROAD
BALTIMORE MARYLAND 21227

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

3. Maturity date of obligation (if any)

RECEIVED FROM DEBTOR
ANN ARUNDEL COUNTY
1985 JAN 29 AM 10:23
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: <input checked="" type="checkbox"/> AMENDMENT (Indicate whether amendment, termination, etc.)</p>
<p>Please Amend Address to include: 1900 Fairfax Road Annapolis, Md 21401</p>	

RECORD FEE 10.00
POSTAGE .50

Mailed to Secured Party 490779 0237 R02 T10:19
JAN 29 85

Dated x 1/12/84
x Thomas J. Molica, V.P.

Paul Workittel
(Signature of Secured Party)
PAUL WORKITTEL
Type or Print Above Name on Above Line

1050

255402

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)
Jimco Equipment Co.
P.O. Box 475
Millerville, MD 21103

2. Secured Party(ies) and address(es)
Multiquip Inc.
19600 Wilmington Ave.
Carson, CA 90745

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

DEC 28 1984
FILE
11.00
#80972 C237 R02 T11:29
JAN 29 85

4. This financing statement covers the following types (or items) of property: (1) Multiquip Model ST-1503 -- 1 1/2" Electric Submersible Pump S/N ST7-1645 (3) Mikasa Model MTR-60L Tamping Rammer S/N P-1935 P-1966 P-1691 (1) Mikasa Model MVC-77 Plate Compactor S/N M-1403; (1) Multiquip Model QP-20TA -- 2" Trash Pump S/N 20TA-0264; (1) QP-201A -- 2" Centrifugal Pump S/N 201A-1354; (1) Multiquip Model QP-301A -- 3" Centrifugal Pump S/N 301A-0127; (1) Multiquip Model QP-301TA -- 3" Trash Pump S/N 301TA-0652; (1) Multiquip Model QP-40T -- 4" Trash Pump S/N 40T-1009; (1) Multiquip (Contin'd...)

5. Assignee(s) of Secured Party and Address(es)

Security Pacific Nat'l Bank
5801 E. Slauson Ave.
City of Commerce, CA 90040

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:

Jimco Equipment Co.

Multiquip Inc.

By: [Signature]

Signature(s) of Debtor(s)

By: [Signature]

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1985 JAN 29 AM 11:30

E. AUBREY COLLISON
CLERK

11 JB

LIBER - 482 PAGE 126

(Continued.....)

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

Model QP-D302R -- 3" Diaphragm Pump w/Robin Engine S/N D302R-1426

(1) Multiquip Model QP-D302R -- 3" Diaphragm Pump w/Robin Engine S/N D302R-1344

(1) Multiquip Model MQ-210 -- 2" Centrifugal Pump S/N 210B-9510

(4) Multiquip Model ST-2010 -- 2" Electric Submersible Pump S/N ST7-5876 ST7-5878 ST7-5880
S 7-5839

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

LIBER - 482 PAGE 127

Name Stoney Run Machine Co.

Address 1263 Stoney Run Hanover, Maryland 21076

255122

2. SECURED PARTY

Name Sunnen Products Company

Address 7910 Manchester Avenue St. Louis, Missouri 63143

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)

Certain Machinery & Equipment manufactured by Sunnen Products Company including:

1 - MBB-1660K Honing Machine Serial # 87585

and various tooling

RECORD FEE 11.00

POSTAGE 50
480829 0237 R02 11:27
JAN 29 85

E. AUBREY COLLISON
CLERK

1985 JAN 29 AM 11:30

RECEIVED FOR RECORD
CREDIT FOR THE COUNTY

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

Lorraine Lovicki, Pres.
(Signature of Debtor) (Title)

Stoney Run Machine Co.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jean Guse
(Signature of Secured Party)

Jean Guse-Manager

Sunnen Products Company

Type or Print Above Signature on Above Line

1150

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/89

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. _____ recorded in
Liber 476, Folio 452 on August 16, 1984 (Date).

1. DEBTOR(S):
 Name(s) FARM FRESH SUPERMARKETS OF ARBUTUS, INC.
 Address(es) 1082 Maiden Choice Lane

2. SECURED PARTY: (Assignee - Secured Party)
 Name UNION TRUST COMPANY OF MARYLAND
 Address P.O. Box 1077, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned if different from above. Aldrich B. Davis, Esquire, Miles & Stockbridge, 401 Washington Avenue, Towson, Maryland 21204

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. The name of the Debtor in the signature line on page 3 should be "Farm Fresh Supermarkets of Arbutus, Inc." and not "Farm Fresh Supermarkets of Maryland, Inc."

RECORDED
ANNE ARUNDEL COUNTY
1985 JAN 29 AM 11:31
E. AUGER, CLERK

RECORD FEE 10.00
50
#80812 055 002 11112
JAN 29 85

9. SIGNATURES. FARM FRESH SUPERMARKETS
DEBTOR: OF ARBUTUS, INC.

By *Jack Millman*
Jack Millman, President

SECURED PARTY
UNION TRUST COMPANY OF MARYLAND
By *Louise P. Kelly*
Louise P. Kelly, 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.

40.50

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. EAC 465 Page No. 509
 Identification No. 249003 Dated 9/9/83

1. Debtor(s) Denis D. Sabins
 Name or Names—Print or Type
532 Old Annapolis Road - Severna Park, Md. 21146
 Address—Street No., City - County State Zip Code

2. Secured Party CentraBank (Formerly Central Savings Bank)
 Name or Names—Print or Type
201 N. Charles Street 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: <input checked="" type="checkbox"/> XX (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
 POSTAGE .50
 #80917 C055 R02 111:17
 JAN 29 85

RECEIVED FROM SECURED PARTY
 1985 JAN 29 PM 11:32
 E. AUBREY COLLISON
 CLERK

Dated: January 21, 1985
 CentraBank
 Name of Secured Party
Helen M. Schwarz
 Signature of Secured Party
Helen M. Schwarz, A.V.P.
 Type or Print (Include Title if Company)

CBI-137CL (5/83)

CENTRABANK formerly Central Savings Bank
 Merged with Arlington Federal
 Changed the name in 1982 to CENTRABANK

1000

Mailed to Secured Party

REORDER FROM
Registre, Inc.
5284 TAYLOR ST. N.E.
MPLS, MINN. 55421
(612) 571-2803

LIBER - 482 PAGE 130 STATE OF MARYLAND

255423

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.

#19 83-484M

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury

Address State Income Tax Building, Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation

Address 8260 Greensboro Drive

McLean, VA 22102

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

3. Maturity date of obligation (if any) _____

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

(1) IBM 3380 Disk B04, S/N 52114 together with all additions and accessions thereto, replacements thereof and substitutions therefor.

Equipment Location: Baltimore Data Center, Room 206, 301 W. Preston Street, Baltimore, Maryland 21201.

RECEIVED IN RECORDS
CIRCUIT COURT, BALTIMORE COUNTY
1985 JAN 29 AM 11:32
E. AUBREY COLLISON
F. AUBREY COLLISON
11.00
POSTAGE 11
#80818 0055 R02 T11:17
JAN 29 85

Equi

CHECK THE LINES WHICH APPLY

1679

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

STATE OF MARYLAND, COMPTROLLER OF THE TREASURY

Philip G. Martin
(Signature of Debtor)

Philip G. Martin, Director
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MUNICIPAL LEASING CORPORATION

Phillip C. Norton
(Signature of Secured Party)

Phillip C. Norton
Type or Print Above Signature on Above Line

11/00
SP

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 243580

RECORDED IN LIBER 452 FOLIO 193 ON 7-30-82 (DATE)

1. DEBTOR

Name John Gary Clark

Address Pasadena, Maryland

2. SECURED PARTY

Name John Deere Industrial Equipment Co.

Address Baltimore, Md.

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.) Anne Arundel County</p>

RECORD FEE 10.00
280825 0055 102 T11:24
JAN 29 85

Dated 1-15-85

A.C. Hoppe
(Signature of Secured Party)

A.C. Hoppe Division Manager Sales Finance
Type or Print Above Name on Above Line

Mailed to Secured Party

(100)

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1985 JAN 29 AM 11:32
E. AUBREY COLLISON
CLERK

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247920

RECORDED IN LIBER 463 FOLIO 223 ON 6-28-83 (DATE)

1. DEBTOR

Name J. Warren Walker
Address Pasadena, Md.

2. SECURED PARTY

Name John Deere Industrial Equipment Co.
Address Baltimore, Md.

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
#80022 2055 R02 711:21
JAN 29 85

RECORDED IN LIBER 463
FOLIO 223
ANNE ARUNDEL COUNTY
1985 JAN 29 AM 11:32
E. AUGREY COLLISON
CLERK

Dated 1-15-85

A.C. Hoppe
(Signature of Secured Party)

A.C. Hoppe Division Manager Sales Finance
Type or Print Above Name on Above Line

Mailed to Secured Party

10.00

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. -- FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 238021

RECORDED IN LIBER 438 FOLIO 14 ON 5-21-81 (DATE)

1. DEBTOR

Name Eastern Landscaping Inc.
Address Annapolis, Maryland

2. SECURED PARTY

Name John Deere Industrial Equipment Co.
Address Baltimore, Md.

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
490924 C055 R02 111-23
JAN 29 85

Dated 1-15-85

A.C. Hoppe
(Signature of Secured Party)

A.C. Hoppe Division Manager Sales Final
Type or Print Above Name on Above Line

100

Mailed to Secured Party

RECORDED
1985 JAN 29 AM 11:32
E. SUDDERS 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) Gould, Inc. 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	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) 11:32 62 JAN 23 1985 JAN 23 1985
---	--	--

4 This financing statement covers the following types (or items) of property: 012
 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

RECORD FEE 1.00
 RECORD FEE 10.00
 POSTAGE .50/
 No. of additional Sheets presented: /

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered
 Filed with: County Recorder - Anne Arundel

DEFENSE ELECTRONICS DIVISION
 William A. Cunningham - Director of Finance
 By: *[Signature]* and Administrator
 Signature(s) of Debtor(s)
 EQUITABLE LIFE LEASING CORPORATION
 Bruce Jacobs - Asst. Vice-Pres.
 By: *[Signature]*
 Signature of Secured Party

(STANDARD) UCC-1 Modern Lease Terms CHICAGO
 (B) FILING OFFICER COPY - ALPHABETICAL

Please Return To:
Illinois Code Company
 P.O. Box 2969
 Springfield, Illinois 62708
 THANK YOU

Mailed to Secured Party

EQUITABLE LIFE LEASING

SCHEDULE "A"

LIBER - 482 PAGE 135

Page 1 of 1

This schedule is to be attached to and becomes part of the Agreement dated ~~October 31~~ January 1, 1985, between the undersigned and Equitable Life Leasing Corporation or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
New	1	HEWLETT PACKARD CO.: Series 44 to 48 Upgrade Field Upgrade 3MB Memory	30548B 30161A	
	6	TERMINAL NETWORKS SALES COR.: Racal Vadic Phone Modems	VA212PA	

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Mailed to Secured Party

GOULD INC.

(Name)

By: X

~~George Gordon~~
William A. Cunningham

Its:

~~Vice President~~ Director

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

For Filing Officer

File No.: _____
 Record Reference: _____
 Date & Hour of Filing: _____

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

1. DEBTOR: THE AMERICAN LEGION PASADENA POST 277, INC.
 (Name or Names)
P.O. Box 531, Pasadena, Maryland 21122
 (Address)
- DEBTOR: _____
 (Name or Names)

 (Address)
2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION
 (Name or Names)
P.O. Box 10656, Towson, MD. 21285-0656
 (Address)
3. ASSIGNEE (if any)
 of SECURED PARTY: BALTIMORE FEDERAL FINANCIAL F.S.A.
 (Name or Names)
Box 116 Foyette + St. Paul Sts. Balto. Mo. 21203
 (Address)
4. This Financing Statement covers the following types (or items) of property:

One - ER0400A Manitowoc Cuber, S/N 350460865
 One - C-700 Manitowoc Bin, S/N 850520663
 One - K00023 Bin Adapter

RECEIVED FOR RECORD
 CLERK
 1985 JAN 29 AM 11:32
 E. AUBREY COLLISON
 CLERK

RECORD FEE 11.00
 #80829 0055 R02 111:26
 JAN 29 85

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
 Products of Collateral are also covered: Yes No

DEBTOR(S):
THE AMERICAN LEGION PASADENA POST
277, INC.
 By: Carroll A. Babka POST COMDR
 (Title)

 (Type or print name of person signing)

By: CARROLL A. BABKA POST COMDR.
 (Title)

 (Type or print name of person signing)

SECURED PARTY:
ATLANTIC INDUSTRIAL CREDIT CORPORATION
 By: Robert E. Polack
 (Type or print name of person signing)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION
P.O. Box 10656, Towson, MD. 21285-0656

Mailed to Secured Party

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: 7154 F FURNACE DR RD
CITY & STATE: GLEN BURNIE, MD 21061

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT	
RUSSELL M KILGOPE	12-8-87	
8281 PIONEER CIRCLE SEVERN, DM	ACCOUNT NO:	TAB
	21144 723401924	24

9898

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)

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 A. Howell CSR
TITLE

Dated: Jan 7, 19 85

BIC 469 ppg 2 ID # RECORD FEE 10.00
POSTAGE .50
#80807 0055 R02 T11:07
JAN 29 85

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)

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

Mailed to Secured Party

1985 JAN 29 AM 11:35

E. AUBREY COLLISON
CLERK



100/50

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:	FILING OFFICER NOTICE:	
	NAME: <u>AVCO FINANCIAL SER</u>	PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.	
	ADDRESS: <u>7154 CEDARHURST DR RD</u>		
	CITY & STATE: <u>GLEN BURNIE, MD</u>		
DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT	ACCOUNT NO	TAB
<u>KEVIN COOPER & ROBERTA</u>	<u>5-24-88</u>	<u>433507172</u>	<u>72</u>
<u>122 KONNIEVICI RD</u>			
<u>GLEN BURNIE, MD 21061</u>			<u>7980</u>

Filed with: CLERK OF CIR COURT 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)

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

(SECURED PARTY)

BY A. Lawrence CSR

Dated: 1-7

RECORD FEE — 10.00
POSTAGE .50
#80808 0055 R02 111:08

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)

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1985 JAN 29 AM 11:35

E. AUBREY COLLISON
CLERK



Mailed to Secured Party

1000/30

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)
SYSTEMS RESEARCH LABORATORIES
INC
2800 INDIAN RIPPLE ROAD
DAYTON, OH 45440
EQ LOCATED (IF NOT ABOVE)
7320-C PARKWAY DRIVE
HANOVER, MD 21075

2. Secured Party(ies) and address(es)
EQUILBASE CORPORATION
750 THIRD AVENUE
NEW YORK, N. Y. 10017

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

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

This filing is for information only. The described property is subject to a lease agreement number 52701327

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 45.00
POSTAGE .50
#80835 0237 402 11:42

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

JAN 29 85

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented

Filed with:

SYSTEMS RESEARCH LABORATORIES
INC

EQUILBASE CORPORATION

By: _____
Signature(s) of Debtor(s)

By: *Stevens Blocker*
Signature(s) of Secured Party(ies)

File Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD
CIRCUIT COURT, A. COUNTY

1985 JUN 29 AM 11:43

E. AUBREY COLLISON
CLERK

4550

Equilease Corporation

An **ALLIED** Company
LESSOR

750 THIRD AVENUE
 New York, N.Y. 10017
 (800) 223-1466

5270/327
 482
 140

LESSEE SYSTEMS RESEARCH LABORATORIES, INC. Name: 2800 Indian Ripple Road Address: Dayton OH Zip Code: 45440 City: Dayton State: OH Zip Code: 45440 PERSON TO CONTACT: Glenn Nordin TELEPHONE (703) NO. 533-8373			SUPPLIER OF EQUIPMENT Name: AT&T Information Systems Address: 1100 Wayne Avenue City: Silver Springs State: MD Zip Code: 20910 ACCOUNT EXECUTIVE: Mark Williams TELEPHONE (301) NO. 495-6850		
---	--	--	--	--	--

QUANTITY	ITEM	MODEL NO.	SERIAL NO.	PRICE
	"Refer to the attached AT&T Equipment Supplement (Schedule A) For Equipment Description."			\$
	Any other terms and conditions of such schedule are not part of this Agreement."			

SPECIAL INSTRUCTIONS		INSTALLATION	\$
		FREIGHT	\$
		OTHER ()	\$
EQUIPMENT LOCATION IF OTHER THAN ABOVE ADDRESS OF APPLICANT LESSEE 7320-C Parkway Drive, Hanover, Maryland 21076		TOTAL COST TO LESSOR	\$ 11,981.00

NO. OF MONTHS	NO. OF RENTAL PAYMENTS	RENTAL PAYMENTS WILL BE MADE	MONTHLY RENTAL PAYMENT AMOUNT	ADVANCE RENTAL PAYMENT
60	60	MONTHLY	60 Payments of \$ 294.75 Plus Current Sales/Use Tax \$ N/A Total Payment \$ 294.75	Check for This Amount Must Accompany Lease Application \$ 589.50 (Rec'd \$542.78) To be applied to the first and last monthly payments

1. Lessor leases to Lessee and Lessee rents from Lessor the equipment listed above or, if separately scheduled, in the schedule hereto annexed, marked Schedule "A" and made a part hereof. Said equipment will be located at the above address and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first payment referred to above from Lessee. Any part of this payment not applied by Lessor as rental for the first month or quarter of the lease, shall be held as security for the performance of the terms of this lease. If Lessee is not in default hereunder, or under any other lease between the parties hereto, at the end of the term of this lease said security shall be refunded to the Lessee upon return of the leased equipment as provided in Paragraph 5 or, solely at the Lessor's option, applied toward the payment of rent due and to become due hereunder in the inverse order of their maturities. This lease shall commence on the date accepted by Lessor and Lessee shall make his next rental payment hereunder no later than 30 days (if rentals are payable monthly) or 90 days (if rentals are payable quarterly) from the commencement date, at the sole discretion of Lessor.

2. (A) LESSEE HAS SELECTED BOTH (1) THE EQUIPMENT AND (2) THE ABOVE SUPPLIER FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT. LESSOR MAKES NO WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS". (B) IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON, LESSEE SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST SUPPLIER AND SHALL, NEVERTHELESS, PAY LESSOR ALL PAYABLE UNDER THIS LEASE, LESSEE HEREBY WAIVING ANY SUCH CLAIMS AS AGAINST LESSOR. LESSOR MAY INCLUDE AS A CONDITION OF ITS PURCHASE ORDER, THAT SUPPLIER AGREE THAT ALL WARRANTIES, AGREEMENTS AND REPRESENTATIONS, IF ANY, WHICH MAY BE MADE BY SUPPLIER TO LESSEE OR LESSOR MAY BE ENFORCED BY LESSEE IN ITS OWN NAME. LESSOR HEREBY AGREES TO ASSIGN TO LESSEE, SOLELY FOR THE PURPOSE OF MAKING AND PROSECUTING ANY SAID CLAIM, ALL OF THE RIGHTS WHICH LESSOR HAS AGAINST SUPPLIER FOR BREACH OF WARRANTY OR OTHER REPRESENTATION RESPECTING THE EQUIPMENT. LESSOR SHALL HAVE NO RESPONSIBILITY FOR DELAY OR FAILURE TO FILL THE ORDER. (C) LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER, IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER, SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENT AND PERFORMANCE ITS OTHER OBLIGATIONS AS SET FORTH IN THIS LEASE. (D) LESSEE HEREBY ACKNOWLEDGES THAT HE HAS RECEIVED A COPY OF THIS LEASE. (E) LESSOR AGREES TO ORDER THE EQUIPMENT FROM SUPPLIER UPON THE TERMS AND CONDITIONS OF THE PURCHASE ORDER INITIALLY ATTACHED HERETO. LESSEE HEREBY AUTHORIZES LESSOR TO INSERT IN THIS LEASE THE SERIAL NUMBERS, AND OTHER IDENTIFICATION DATA, OF THE EQUIPMENT WHEN DETERMINED BY LESSOR.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT HE HAS READ.

THIS IS A NON-CANCELLABLE LEASE FOR THE TERM INDICATED ABOVE
 "LESSOR SHALL CONCLUSIVELY PRESUME THAT THE EQUIPMENT IS IN GOOD OPERATING ORDER UNLESS LESSEE GIVES LESSOR WRITTEN NOTICE TO THE CONTRARY WITHIN 5 BUSINESS DAYS OF VENDOR'S DELIVERY. IF NO NOTICE IS SO RECEIVED LESSOR SHALL PAY VENDOR FOR THE EQUIPMENT AND THE LEASE SHALL TAKE EFFECT AS OF THE DATE OF DELIVERY, IT ALSO BEING UNDERSTOOD THAT LESSOR IS NOT RESPONSIBLE FOR THE PERFORMANCE, MAINTENANCE OR SERVICING OF THE EQUIPMENT AND LEASES SAME "AS-IS".

"The rentals set forth herein are based upon the cost of the Equipment set forth above, which is an estimate, and such rentals shall be adjusted proportionally if the actual cost of the Equipment (including taxes, delivery and any other charges) differs from such estimate. Lessee hereby authorizes Lessor to so adjust the rentals if the sales invoices from supplier indicate a total actual Equipment cost that is greater than the estimated Equipment cost, provided however, that if the actual cost of the Equipment exceeds the estimated cost by more than ten percent (10%), the Lessor shall so notify the Lessee and obtain his written approval to such rental adjustment."

ACCEPTED: LESSOR: EQUILEASE CORPORATION
 BY: (X) R. E. Steyer TITLE: AUTHORIZED SIGNATURE
 DATE: 10/15/84

LESSEE: Systems Research Laboratories
 BY: (X) William Kelly TITLE: VP/OPER
 DATE: 10-5-84

LESSEE'S SIGNATURE IN INK IS REQUIRED ON ORIGINALS (Pages 1, 2, 3, 4 & 5)

LEASE ORIGINAL

TERMS AND CONDITIONS CONSTITUTING PART OF LEASE ON REVERSE SIDE HEREOF.

3. Lessor may inspect the equipment at any time, and Lessee agrees to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter, and not to sell or otherwise dispose of his interest therein or in any equipment or accessories attached thereto.

4. Lessee promises and agrees to pay all specified rental installments in advance on the date designated for the payment herein without demand. Said rental shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate in writing.

5. No title or right in said equipment shall pass to Lessee except the rights herein expressly granted. Plates or other markings will be affixed to or placed on said equipment by Lessor or at Lessor's request, by Lessee at Lessee's expense indicating that Lessor is the owner thereof and Lessee will not remove the same. Upon the termination of the lease period, Lessee will immediately crate, insure and ship the equipment to whatever destination Lessor shall direct, all at Lessee's expense, in as good condition as received less normal wear and tear. Said equipment shall always remain and be deemed personal property even though attached to realty. All replacements, accessories or capital improvements made to or placed in or upon said equipment shall be deemed a component part thereof and title thereto shall be immediately vested in Lessor and shall be included under the terms hereof. The Lessee agrees that the Lessor is authorized, at its option, to file financing statement(s) or amendments thereto without the signature of the Lessee with respect to any or all of the leased property or if a signature is required by law, then the Lessee appoints Lessor as Lessee's attorney in fact to execute any such financing statement(s) and further agrees to reimburse the Lessor for the expense of any such filings.

6. Lessor may assign this lease and its assignee may assign the same. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this lease, to the rental herein provided for to be paid, and in and to said equipment shall be free from all defenses, setoffs or counter claims of any kind which Lessee may be entitled to assert against Lessor, Lessee hereby waiving the same as against such assignee, it being understood and agreed that any assignee of Lessor does not assume any obligations of the Lessor herein named. It is further understood and agreed, however, that Lessee may separately claim against Lessor as to any matters which Lessee may be entitled to assert against Lessor. Lessee shall not assign, mortgage or hypothecate this lease or any interest herein or sublet said equipment without the prior written consent of the Lessor. Any assignment, mortgage, hypothecation or sublease by Lessee without such consent shall be void.

7. Lessee assumes the entire risk of loss or damages to the equipment, whether or not covered by insurance, and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to keep the equipment insured to protect all interests of Lessor, at Lessee's expense against all risks of loss or damage from any cause whatsoever for not less than the unpaid balance of the lease rentals due hereunder or 80% of the then current value of said equipment, whichever is higher and in addition shall purchase insurance in an amount reasonable under the circumstances to cover the liability of Lessor for public liability and property damage. Said insurance policies and the proceeds therefrom shall be the sole property of Lessor and Lessor shall be named as an insured in all said policies and as sole loss payee in the policies insuring the equipment. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said equipment or the payment of obligations of Lessee hereunder at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney in fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued on said equipment.

8. Lessee does hereby agree to indemnify and hold Lessor free and harmless against all claim, loss, liability and expense (including attorneys' fees) resulting from any loss or damage to the equipment and for injuries to, or deaths of persons, and damage to property, howsoever arising, directly or indirectly, from or incident to the use, operation or storage of the equipment and whether such injury or death to persons be of agents or employees of the Lessee or of third parties, it being specifically agreed to and acknowledged by the Lessee that the foregoing provision includes but is not limited to all claim, loss, liability and expense (including attorneys' fees) occurring by reason of any negligence (active or passive), omission, or other act or conduct of the Lessor or any third party acting for or on behalf of the Lessor.

9. Lessee agrees to use, operate and maintain said equipment in accordance with all laws, to pay all licensing or registration fees for said equipment, to keep the same free of liens, liens and encumbrances, to show the equipment as "leased equipment" on Lessee's personal property tax returns, to pay to Lessor a sum equal to all personal property taxes assessed against the equipment, which sum Lessor shall remit to the taxing authority, to pay all other taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said equipment or its use or any interest therein, or rental payments thereon, including but not limited to all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them or said equipment, or upon the sale, ownership, use or operation thereof. Lessor may pay such taxes and other amounts and may file such returns on behalf of Lessee if Lessee fails to do so as provided herein. On written request from Lessor, Lessee agrees to reimburse Lessor for reasonable costs incurred in collecting any taxes, assessments or fees for which Lessee is liable hereunder and remitting the same to the appropriate authorities.

10. All advances made by Lessor to preserve said equipment or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, assessments, fees, penalties, liens or encumbrances thereon shall be added to the unpaid balance of rentals due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of one and one-half (1 1/2%) per cent per month, if allowed by law, and if not allowed, then at the maximum rate of interest permissible in the applicable jurisdiction.

11. In the event Lessee shall default in the payment of any rent, additional rent, or any other sums due hereunder for a period of ten (10) days, or in the event of any default or breach of the terms and conditions of this lease, or any other lease between the parties herein, or if any execution or other process shall be issued in any action or proceeding against the Lessee, whereby the said equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event the Lessor shall have the right to: (1) retake immediate possession of its equipment without any Court Order or other process of law and for such purpose the Lessor may enter upon any premises where said equipment may be and may remove the same therefrom with or without notice of its intention to do so, without being liable to any suit or action or other proceeding by the Lessee. Lessor may, at its option, sell the equipment at public or private sale for cash or on credit and may become the purchaser at such sale. The Lessee shall be liable for arrears of rent hereunder and under any other lease between the parties, if any, for any other charges due from Lessee hereunder and under any other lease between the parties, for the expense of retaking possession, and the removal of the equipment, and court costs, in addition to the balance of the rentals provided for herein, or in any renewal hereof, as well as for the balance of rentals due and to become due under any other lease between the parties, less the net proceeds of the sale of said equipment, after deducting all costs of taking, storage, repair and sale, and/or (2) accelerate the balance of rentals payable hereunder and under any other lease between the parties, thereby requiring prepayment of this lease and any other lease between the parties with all such rentals and charges due and payable forthwith upon such notice of acceleration and demand for payment, the Lessee nevertheless remaining and being liable for the return of the equipment and any loss or destruction of, or injury to, the equipment in the same manner as herein provided. The foregoing rights shall be in addition to and in limitation of the rights of a Secured Party, as set forth in the Uniform Commercial Code of the applicable jurisdiction. Should Lessee fail to make such payment after this notice and demand, Lessor shall be entitled to institute appropriate legal proceedings against Lessee with the Lessee being responsible for said rentals, charges, expenses and attorney fees in an amount equal to twenty percent (20%) of said balance of rentals, charges and expenses due at the time it is placed with an attorney, if allowed by law. In the event Lessor shall exercise any of its rights as above set forth, Lessee shall be obligated to pay, as interest, a sum equal to one and one-half percent (1 1/2%) per month, or any part thereof, on the aggregate unpaid rental payments due hereunder or under any other lease by law, the maximum hereof or otherwise, or until all arrears of rent are satisfied, provided said interest payments are allowed by law, and if not allowed by law, the maximum rate of interest permissible in the applicable jurisdiction. The rights granted the Lessor herein shall be cumulative and an action upon one shall not be deemed to constitute an election or waiver of the other right of action to which Lessor may be entitled. All sums due as herein above stated shall become immediately due and payable to be construed as liquidated damages rather than a penalty provision. Lessee hereby waives trial by jury.

12. In the event payment is not made when due hereunder and remains unpaid for a period of 15 days, and Lessor has not exercised its rights pursuant to Paragraph 11 hereof, the Lessee promises to pay (1) a late charge to the Lessor or its assigns not later than one month thereafter, in an amount calculated at the rate of five cents per \$1.00 of each such delayed payment (2) interest to the Lessor upon each such delayed payment calculated at the rate of one and one-half (1 1/2%) per cent per month, or any part thereof, commencing one month after the due date of the first delayed payment. The late charge and/or the interest payments set forth in this paragraph shall apply only when permitted by law and, if not permitted by law, the late charge and/or interest payment shall be calculated at the maximum rate permissible in the applicable jurisdiction.

13. The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the rentals due and to become due and all other sums to be paid hereunder have been paid.

14. The parties choose the laws of the State of New York to govern the construction, validity, and performance of this lease.

15. To the extent that they conflict, the terms and conditions of this Lease shall supercede and take precedence over the terms and conditions of any agreement between Lessee, Lessor and/or Supplier of the Equipment.

LIBER = 482 VOL 141

GUARANTY

Undersigned guarantees performance of above lease by Lessee and payment of all sums due thereunder in event of default, hereby waiving notice of any modification, amendment or extension.

(Signature) (X) _____ An Individual

Home Address _____

GUARANTOR'S SIGNATURE IN INK REQUIRED ON THE BACK OF ORIGINALS (PAGES 1, 2, 3 & 4)

Equilease Corporation

An **ALLIED** Company
LESSOR

LIBER - 482 PAGE 112

730 HURD AVENUE
New York, N.Y. 10017
(800) 223-1466

52 701327

LESSEE SYSTEMS RESEARCH LABORATORIES, INC.

SUPPLIER OF EQUIPMENT

Name
2800 Indian Ripple Road
Address
Dayton OH Zip Code 45440

Name AT&T Information Systems
Address 1100 Wayne Avenue
City Silver Springs State MD Zip Code 20910

PERSON TO CONTACT Glenn Nordin
TELEPHONE (703) NO. 533-8373

ACCOUNT EXECUTIVE Mark Williams
TELEPHONE (301) NO. 495-6850

QUANTITY	ITEM	MODEL NO.	SERIAL NO.	PRICE
	"Refer to the attached AT&T Equipment Supplement (Schedule A) For Equipment Description."			\$
	Any other terms and conditions of such schedule are not part of this Agreement."			

SPECIAL INSTRUCTIONS		INSTALLATION	FREIGHT	OTHER ()	TOTAL COST TO LESSOR
		\$	\$	\$	\$ 11,981.00

EQUIPMENT LOCATION, IF OTHER THAN ABOVE ADDRESS OF APPLICANT LESSEE				MONTHLY RENTAL PAYMENT AMOUNT		ADVANCE RENTAL PAYMENT	
7320-C Parkway Drive, Hanover, Maryland 21076				60	294.75	589.50	(Rec'd \$542.78)
				60	294.75	To be applied to the first and last monthly payments	

1. Lessor leases to Lessee and Lessee rents from Lessor the equipment listed above or, if separately scheduled, in the schedule hereto annexed, marked Schedule "A" and made a part hereof. Said equipment will be located at the above address and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first payment referred to above from Lessee. Any part of this payment not applied by Lessor as rental for the first month or quarter of the lease, shall be held as security for the performance of the terms of this lease. If Lessee is not in default hereunder, or under any other lease between the parties hereto, at the end of the term of this lease said security shall be refunded to the Lessee upon return of the leased equipment as provided in Paragraph 5 or, solely at the Lessor's option, applied to ward the payment of rent due and to become due hereunder in the inverse order of their maturities. This lease shall commence on the date accepted by Lessor and Lessee shall make his next rental payment hereunder no later than 30 days (if rentals are payable monthly) or 90 days (if rentals are payable quarterly) from the commencement date at the sole discretion of Lessor.

2. (A) LESSEE HAS SELECTED BOTH (1) THE EQUIPMENT AND (2) THE ABOVE SUPPLIER FROM WHOM LESSOR IS TO PURCHASE THE EQUIPMENT. LESSOR MAKES NO WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS."
(B) IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON, LESSEE SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST SUPPLIER AND SHALL, NEVERTHELESS, PAY LESSOR ALL RENT PAYABLE UNDER THIS LEASE. LESSEE HEREBY WAIVES ANY SUCH CLAIMS AS AGAINST LESSOR. LESSOR MAY INCLUDE, AS A CONDITION OF ITS PURCHASE ORDER, THAT SUPPLIER AGREE THAT ALL WARRANTIES, AGREEMENTS AND REPRESENTATIONS, IF ANY, WHICH MAY BE MADE BY SUPPLIER TO LESSEE OR LESSOR MAY BE ENFORCED BY LESSEE IN ITS OWN NAME. LESSOR HEREBY AGREES TO ASSIGN TO LESSEE, SOLELY FOR THE PURPOSE OF MAKING AND PROSECUTING ANY SAID CLAIM, ALL OF THE RIGHTS WHICH LESSOR HAS AGAINST SUPPLIER FOR BREACH OF WARRANTY OR OTHER REPRESENTATION RESPECTING THE EQUIPMENT. LESSOR SHALL HAVE NO RESPONSIBILITY FOR DELAY OR FAILURE TO FILL THE ORDER.
(C) LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER, IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER, SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENT AND PERFORM ITS OTHER OBLIGATIONS AS SET FORTH IN THIS LEASE.
(D) LESSEE HEREBY ACKNOWLEDGES THAT HE HAS RECEIVED A COPY OF THIS LEASE.
(E) LESSOR AGREES TO ORDER THE EQUIPMENT FROM SUPPLIER UPON THE TERMS AND CONDITIONS OF THE PURCHASE ORDER INITIALLY ATTACHED HERETO. LESSEE HEREBY AUTHORIZES LESSOR TO INSERT IN THIS LEASE THE SERIAL NUMBERS, AND OTHER IDENTIFICATION DATA, OF THE EQUIPMENT WHEN DETERMINED BY LESSOR.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT HE HAS READ.

THIS IS A NON-CANCELLABLE LEASE FOR THE TERM INDICATED ABOVE

"LESSOR SHALL CONCLUSIVELY PRESUME THAT THE EQUIPMENT IS IN GOOD OPERATING ORDER UNLESS LESSEE GIVES LESSOR WRITTEN NOTICE TO THE CONTRARY WITHIN 5 BUSINESS DAYS OF VENDOR'S DELIVERY. IF NO NOTICE IS SO RECEIVED LESSOR SHALL PAY VENDOR FOR THE EQUIPMENT AND THE LEASE SHALL TAKE EFFECT AS OF THE DATE OF DELIVERY; IT ALSO BEING UNDERSTOOD THAT LESSOR IS NOT RESPONSIBLE FOR THE PERFORMANCE, MAINTENANCE OR SERVICING OF THE EQUIPMENT AND LEASES SAME "AS-IS".

"The rentals set forth herein are based upon the cost of the Equipment set forth above, which is an estimate, and such rentals shall be adjusted proportionally if the actual cost of the Equipment (including taxes, delivery and any other charges) differs from such estimate. Lessee hereby authorizes Lessor to so adjust the rentals if the sales invoices from supplier indicate a total actual Equipment cost that is greater than the estimated Equipment cost, provided however, that if the actual cost of the Equipment exceeds the estimated cost by more than ten percent (10%), the Lessor shall so notify the Lessee and obtain his written approval to such rental adjustment."

ACCEPTED: LESSOR: EQUILEASE CORPORATION
DATE: 10/15/84
BY: (X) R. E. Stuy TITLE _____
AUTHORIZED SIGNATURE

LESSEE: Systems Research Labs, Inc.
DATE: 10-5-84
BY: (X) William Kelly TITLE V. PRES

LESSEE'S SIGNATURE IN INK IS REQUIRED ON ORIGINALS (Pages 1, 2, 3, 4 & 5)

LEASE ORIGINAL

2

TERMS AND CONDITIONS CONSTITUTING PART OF LEASE ON REVERSE SIDE HEREOF.

3. Lessor may inspect the equipment at any time, and Lessee agrees to keep it in first class condition and repair at Lessee's expense and house the same in suitable shelter, and not to sell or otherwise dispose of his interest therein or in any equipment or accessories attached thereto.

4. Lessee promises and agrees to pay all specified rental installments in advance on the date designated for the payment herein without demand. Said rental shall be payable at the office of Lessor, or to such other person and/or at such other place as Lessor may from time to time designate in writing.

5. No title or right in said equipment shall pass to Lessee except the rights herein expressly granted. Plates or other markings will be affixed to or placed on said equipment by Lessor or at Lessor's request, by Lessee at Lessee's expense indicating that Lessor is the owner thereof and Lessee will not remove the same. Upon the termination of the lease period, Lessee will immediately crate, insure and ship the equipment to whatever destination Lessor shall direct, all at Lessee's expense, in as good condition as received less normal wear and tear. Said equipment shall always remain and be deemed personal property even though attached to realty. All replacements, accessories or capital improvements made to or placed in or upon said equipment shall be deemed a component part thereof and title thereto shall be immediately vested in Lessor and shall be included under the terms hereof. The Lessee agrees that the Lessor is authorized, at its option, to file financing statement(s) or amendments thereto without the signature of the Lessee with respect to any or all of the leased property or if a signature is required by law, then the Lessee appoints Lessor as Lessee's attorney in fact to execute any such financing statement(s) and further agrees to reimburse the Lessor for the expense of any such filings.

6. Lessor may assign this lease and its assignee may assign the same. All rights of Lessor hereunder shall be succeeded to by any assignee hereof and said assignee's title to this lease, to the rental herein provided for to be paid, and in and to said equipment shall be free from all defenses, setoffs or counter-claims of any kind which Lessee may be entitled to assert against Lessor, Lessee hereby waiving the same as against such assignee, it being understood and agreed that any assignee of Lessor does not assume any obligations of the Lessor herein named. It is further understood and agreed, however, that Lessee may separately claim against Lessor as to any matters which Lessee may be entitled to assert against Lessor. Lessee shall not assign, mortgage or hypothecate this lease or any interest herein or sublet said equipment without the prior written consent of the Lessor. Any assignment, mortgage, hypothecation or sublease by Lessee without such consent shall be void.

7. Lessee assumes the entire risk of loss or damages to the equipment, whether or not covered by insurance, and no such loss shall relieve Lessee of its obligations hereunder. Lessee agrees to keep the equipment insured to protect all interests of Lessor, at Lessee's expense against all risks of loss or damage from any cause whatsoever for not less than the unpaid balance of the lease rentals due hereunder or 80% of the then current value of said equipment, whichever is higher, and in addition shall purchase insurance in an amount reasonable under the circumstances to cover the liability of Lessor for public liability and property damage. Said insurance policies and the proceeds therefrom shall be the sole property of Lessor and Lessor shall be named as an insured in all said policies and as sole loss payee in the policies insuring the equipment. The proceeds of such insurance, whether resulting from loss or damage or return premium or otherwise, shall be applied toward the replacement or repair of the said equipment or the payment of obligations of Lessee hereunder at the option of Lessor. Lessee hereby appoints Lessor as Lessee's attorney in fact to make claim for, receive payment of and execute or endorse all documents, checks or drafts for loss or damage or return premium under any insurance policy issued on said equipment.

8. Lessee does hereby agree to indemnify and hold Lessor free and harmless against all claim, loss, liability and expense (including attorneys' fees) resulting from any loss or damage to the equipment and for injuries to, or deaths of persons, and damage to property, howsoever arising, directly or indirectly, from or incident to the use, operation or storage of the equipment and whether such injury or death to persons, be of agents or employees of the Lessee or of third parties, it being specifically agreed to and acknowledged by the Lessee that the foregoing provision includes but is not limited to all claim, loss, liability and expense (including attorneys' fees) occurring by reason of any negligence (active or passive), omission, or other act or conduct of the Lessor or any third party acting for or on behalf of the Lessor.

9. Lessee agrees to use, operate and maintain said equipment in accordance with all laws, to pay all licensing or registration fees for said equipment, to keep the same free of liens, claims and encumbrances, to show the equipment as "leased equipment" on Lessee's personal property tax returns, to pay to Lessor a sum equal to all personal property taxes assessed against the equipment, which sum Lessor shall remit to the taxing authority, to pay all other taxes, assessments, fees and penalties which may be levied or assessed on or in respect to said equipment or its use or any interest therein, or rental payments thereon, including but not limited to all federal, state and local taxes, however designated, levied or assessed upon the Lessee and Lessor or either of them or said equipment, or upon the sale, ownership, use or operation thereof. Lessor may pay such taxes and other amounts and may file such returns on behalf of Lessee if Lessee fails to do so as provided herein. On written request from Lessor, Lessee agrees to reimburse Lessor for reasonable costs incurred in collecting any taxes, assessments or fees for which Lessee is liable hereunder and remitting the same to the appropriate authorities.

10. All advances made by Lessor to preserve said equipment or to pay insurance premiums for insurance thereon or to discharge or pay any taxes, assessments, fees, penalties, liens or encumbrances thereon shall be added to the unpaid balance of rentals due hereunder and shall be repayable by Lessee to Lessor immediately together with interest thereon at the rate of one and one-half (1 1/2%) per cent per month, if allowed by law, and if not allowed, then at the maximum rate of interest permissible in the applicable jurisdiction.

11. In the event Lessee shall default in the payment of any rent, additional rent, or any other sums due hereunder for a period of ten (10) days, or in the event of any default or breach of the terms and conditions of this lease, or any other lease between the parties hereto, or if any execution or other process shall be issued in any action or proceeding against the Lessee, whereby the said equipment may be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or its property, or if the Lessee shall enter into any agreement or composition with its creditors, breach any of the terms of any loan or credit agreement, or default thereunder, or if the condition of the Lessee's affairs shall so change as to, in the Lessor's opinion, impair the Lessor's security or increase the credit risk involved, then and in that event the Lessor shall have the right to: (1) retake immediate possession of its equipment without any Court Order or other process of law and for such purpose the Lessor may enter upon any premises where said equipment may be and may remove the same therefrom with or without notice of its intention to do same, without being liable in any suit or action or other proceeding by the Lessee. Lessor may, at its option, sell the equipment at public or private sale for cash or on credit and may become the purchaser at such sale. The Lessee shall be liable for arrears of rent hereunder and under any other lease between the parties, if any, for any other charges due from Lessee hereunder and under any other lease between the parties, for the expense of retaking possession, and the removal of the equipment, and court costs, in addition to the balance of the rentals provided for herein, or in any renewal hereof, as well as for the balance of rentals due and to become due under any other lease between the parties, less the net proceeds of the sale of said equipment, after deducting all costs of taking, storage, repair and sale, and/or (2) accelerate the balance of rentals payable hereunder and under any other lease between the parties, thereby requiring prepayment of this lease and any other lease between the parties with all such rentals and charges due and payable forthwith upon such notice of acceleration and demand for payment, the Lessee nevertheless remaining and being liable for the return of the equipment and any loss or destruction of, or injury to, the equipment in the same manner as herein provided. The foregoing rights shall be in addition to and in limitation of the rights of a Secured Party, as set forth in the Uniform Commercial Code of the applicable jurisdiction. Should Lessee fail to make such payment after this notice and demand, Lessor shall be entitled to institute appropriate legal proceedings against Lessee with the Lessee being responsible for said rentals, charges, expenses and attorney fees in an amount equal to twenty percent (20%) of said balance of rentals, charges and expenses due at the time it is placed with an attorney, if allowed by law. In the event Lessor shall exercise any of its rights as above set forth, Lessee shall be obligated to pay, as interest, a sum equal to one and one-half percent (1 1/2%) per month, or any part thereof, on the aggregate unpaid rental payments due hereunder or under any other lease in default by reason hereof or otherwise, or until all arrears of rent are satisfied, provided said interest payments are allowed by law, and if not allowed by law, the maximum rate of interest permissible in the applicable jurisdiction. The rights granted the Lessor herein shall be cumulative and an action upon one shall not be deemed to constitute an election or waiver of the other right of action to which Lessor may be entitled. All sums due as herein above stated shall become immediately due and payable to be construed as liquidated damages rather than a penalty provision. Lessee hereby waives trial by jury.

12. In the event payment is not made when due hereunder and remains unpaid for a period of 15 days, and Lessor has not exercised its rights pursuant to Paragraph 11 hereof, the Lessee promises to pay (1) a late charge to the Lessor or its assigns not later than one month thereafter, in an amount calculated at the rate of five cents per \$1.00 of each such delayed payment (2) interest to the Lessor upon each such delayed payment calculated at the rate of one and one-half (1 1/2%) per cent per month, or any part thereof, commencing one month after the due date of the first delayed payment. The late charge and/or the interest payments set forth in this paragraph shall apply only when permitted by law and, if not permitted by law, the late charge and/or interest payment shall be calculated at the maximum rate permissible in the applicable jurisdiction.

13. The omission by the Lessor at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants or provisions hereof by the Lessee at any time designated, shall not be a waiver of any such default or right to which the Lessor is entitled, nor shall it in any way affect the right of the Lessor to enforce such provisions thereafter. The Lessor may exercise all remedies simultaneously, pursuant to the terms hereof, and any such action shall not operate to release the Lessee until the full amount of the rentals due and to become due and all other sums to be paid hereunder have been paid.

14. The parties choose the laws of the State of New York to govern the construction, validity, and performance of this lease.

15. To the extent that they conflict, the terms and conditions of this Lease shall supercede and take precedence over the terms and conditions of any agreement between Lessee, Lessor and/or Supplier of the Equipment.

GUARANTY

Undersigned guarantees performance of above lease by Lessee and payment of all sums due thereunder in event of default, hereby waiving notice of any modification, amendment or extension.

(Signature) (X) _____ An Individual

Home Address _____

GUARANTOR'S SIGNATURE IN INK REQUIRED
ON THE BACK OF ORIGINALS (PAGES 1, 2, 3 & 4)



INSTALLED AT:

SYSTEMS RESEARCH LABORATORIES INC
 7320-C PARKWAY DR
 HANOVER MD 21076

LIBER - 482 PAGE 144

ACCOUNT NO: 0000-38393-47
 INVOICE NO: 0017301752
 PAGE: 1

INVOICE DETAILS
 ONE-TIME CHARGES

LINE NO.	PRODUCT NO.	PRODUCT DESCRIPTION		UNIT QUANTITY	UNIT PRICE	TOTAL AMOUNT
O.	ACTIVITY DATE	SALES ORDER NO.	PURCHASE ORDER NO.			
1	0108-000	INST WIRE-FIRM BID		1	1,260.00	1,260.00 *
	05-07-84	00043653201	ATT 731			
2	3100-TTR	TELSET TT TOLL RESTR		11	77.00	770.00
	05-07-84	00043653201	ATT 731			
3	31019	EXTERNAL RINGER		2	25.00	50.00
	05-07-84	00043653201	ATT 731			
4	3140-010	MET 10 BUT ECTS		1	315.00	315.00
	05-07-84	00043653201	ATT 731			
5	3140-011	MET 10 BUT BLF		1	375.00	375.00
	05-07-84	00043653201	ATT 731			
6	6201-900	HORIZON VS+ SYSTEM		1	4,960.00	4,960.00
	05-07-84	00043653201	ATT 731			
7	62105	MET STA CKT PACK		1	465.00	465.00
	05-07-84	00043653201	ATT 731			
8	62106	AUX CIRCUIT PACK		1	355.00	355.00
	05-07-84	00043653201	ATT 731			
9	62108	CO/PBX LOOP PACK		1	355.00	355.00
	05-07-84	00043653201	ATT 731			
10	62110	OPT NON-MET AUX PK		2	700.00	1,400.00
	05-07-84	00043653201	ATT 731			
11	62118	CAU W/O TAPE		1	535.00	535.00
	05-07-84	00043653201	ATT 731			
12	INST-000	3140-010	MET 10 BUT ECTS	1	20.00	20.00 *
	05-07-84	00043653201	ATT 731			
13	INST-000	3100-TTR	TELSET TT TOLL RESTR	11	10.00	110.00 *
	05-07-84	00043653201	ATT 731			
14	INST-000	31019	EXTERNAL RINGER	2	15.00	30.00 *
	05-07-84	00043653201	ATT 731			
15	INST-000	3140-011	MET 10 BUT BLF	1	20.00	20.00 *
	05-07-84	00043653201	ATT 731			
16	INST-000	6201-900	HORIZON VS+ SYSTEM	1	385.00	385.00 *
	05-07-84	00043653201	ATT 731			
17	INST-000	62118	CAU W/O TAPE	1	26.00	26.00 *
	05-07-84	00043653201	ATT 731			
					TOTAL	11,431.00

* INDICATES ITEM IS NOT SUBJECT TO TAXES.

AT&T
INFORMATION SYSTEMS
SILVER SPRINGS GBB (AT&T)00255
1100 WAYNE AVENUE STE 800
SILVER SPRING MD 20910



INSTALLED AT:

LIBER - 482 PAGE 145

SYSTEMS RESEARCH LABORATORIES, INC.
7320-C PARKWAY DR
HANOVER MD 21076

ACCOUNT NO: 0000-38393-47
INVOICE NO:
PAGE:

INVOICE DETAILS
ONE-TIME CHARGES

LINE NO.	PRODUCT NO.	PRODUCT DESCRIPTION	UNIT QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	3140-030	MET 30 BUT ECTS	1	520.00	520.00
2	INST_000	3140-030 MET 30 BUT ECTS	1	30.00	30.00
				TOTAL	\$550.00

Invoice for Order #007045251-01 installed on 7/27/84

Mailed to Secured Party

 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) The Lear Consultants, Inc. 3005 Hoffman Ave. Baltimore, MD 21227 (Baltimore Co.)		Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093
Автомобильное средство Скелетон		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) Insley 875 Hydraulic Excavator, S/N 9171		
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>The Lear Consultants, Inc.</u>		Secured Party <u>C.I.T. Corporation</u>
By <u>J. E. Ritchie</u> Title <u>Pres.</u>		By <u>M. K. Schmidt</u>
In corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which. <u>John E. Ritchie</u> Type or print name(s) of person(s) signing		<u>M. K. Schmidt</u> Type or print name of person signing

RECORD FEE 11.00
 #02316 C345 R01 T11:00
 JAN 29 85

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY

1985 JAN 29 AM 11:48

E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

FINANCING STATEMENT

Contract Date

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

1. Name of Debtor(s) (or Assignor): Software Associates, Inc.
 Address: 201 Benton Avenue
 Linthicum, Md. 21090

2. Name of Secured Party (or Assignee): MARYLAND NATIONAL BANK
 Address: P.O. Box 535
 Baltimore, Md. 21203

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

2 - UDS 208 A/B Modem, S/N's: 25237 and 25238
 Model Upgrade- from #5360-A12 Computer System Unit
 (128K, 60MB, single) to #14707-B13 Computer System
 Unit (256K, 200MB, single).

RECORD FEE 11.00
 POSTAGE 50
 802324 C345 M1 10:25
 JAN 29 85

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):

Software Associates, Inc.
 By: Harry G. Oehler 1/25/85
Vice President (Title)
HARRY G. Oehler - V.P.

Secured Party:

MARYLAND NATIONAL BANK
 By: J. Sayre
J. SAYRE - REPRESENTATIVE
 Type Name and Title

RECEIVED FOR RECORD
 2000 BOSTON ST. BALTIMORE
 1985 JAN 29 AM 11:49
 E. AUDREY COLLISON
 CLERK

(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 address shown in 2. above)

Mailed to Secured Party

A.A.Co.
 11.50

FINANCING STATEMENT

Contract Date

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

1. Name of Debtor(s) (or Assignor): Wentz Garden Center, Inc.
 Address: 91 Ritchie Highway
 Pasadena, Maryland 21122

2. Name of Secured Party (or Assignee): MARYLAND NATIONAL BANK
 Address: 225 North Calvert Street
 Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:
 1- Dynabyte DB8-4-2 Computer equipped w/Quad Board for 4 User Application; Dynabyte Hard Disk 10MB; 3-Soroc Display & Keyboard 3-T1850 Printers; 3-Cash Drawers; Witing, Cable and Harnesses as appropriate. *S/N: 7094*
 Software to include Inventory, Sales Reports, Price Tickets, Mail, Letters and Accounts Payable, Electrical Equipment, Voltage Regulation and Continuous Power, Mayday 60+6C

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.

RECORD FEE 11.00
 POSTAGE 50
 JAN 29 1985

Debtor(s): Wentz Garden Center, Inc.

Secured Party:

[Signature]
 ROBERT W. WENTZ PRES.

MARYLAND NATIONAL BANK

By: *[Signature]*
 J. Spure - Rep.
 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 Maryland National Bank at address shown in 2. above)

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY

1985 JAN 29 AM 11:49

A. A. COLLISON
 CLERK

A.A. Co.
11.50
11.10

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

NOT SUBJECT TO RECORDATION TAX.

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

1. DEBTOR

Name Arundel Developmental Institute
Address P. O. Box 2265 Annapolis, Maryland 21401

2. SECURED PARTY

Name Crown Leasing, Inc.
Address P.O. Box 32071 23 Walker Avenue Pikesville, Md. 21208

Assignee: MARYLAND NATIONAL BANK, P.O. Box 535, BALTO, MD 21203
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A Lease

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

- 10- Seequa Chameleon Computer 128K w/double side drive, CRT monitor - *S/N 13271, 13272, 13273, 13274, 13275, 13276, 13277, 13278, 13279, 13280*
- 5- Panasonic KXP 1090 Printer w/cable and accessories
S/N 4GMABH 40322, 4GMABH 40902, 4GMABH 38312, 4GMABH 41020, 4GMABH 38318

CHECK THE LINES WHICH APPLY

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

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

RECORD FEE 12.00
POSTAGE .50
#02326 C345 R01 T11-26
JAN 29 85

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Randy H. Rowel
(Signature of Debtor)

RANDY H. ROWEL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

R. M. WATKINS
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, BALTO COUNTY

1985 JAN 29 AM 11:49

E. AUBREY COLLISON
CLERK

*A.A.Co.
12.50*

FINANCING STATEMENT

Contract Date

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

1. Name of Debtor(s) (or Assignor): Baltimore Beauty & Barber Supplies, Inc.
 Address: 103 N. Langley Road
 Glen Burnie, Md. 21061

2. Name of Secured Party (or Assignee): MARYLAND NATIONAL BANK
 Address: P.O. Box 535
 Baltimore, Md. 21203

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

1 - VT III Computer System with 32 K Bytes of Memory S-20, - 2-CRTS
 Line Driver and 120 CPS Printer
 150 cps Printer, S/N: 2347
 Hub Unit. S/N: 3160

RECORD FEE 11.00
 POSTAGE .50
 #023228 0345 R01 T11:27
 JAN 29 85

S/N: P23850 +
 P23997
 32K memory
 S/N P28516
 LINE DRIVER
 S/N P19759
 120 CPS PRINTER
 S/N 200282

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):
 Baltimore Beauty & Barber Supplies, Inc.
 By: Joseph S. Cukotta
 Pres (Title)
 Joseph S. Cukotta - Pres

Secured Party:
 MARYLAND NATIONAL BANK
 By: J. Sayre
 J. SAYRE Rep.
 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 Maryland National Bank at address shown in 2. above)

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY

1985 JAN 29 AM 11:49

E. AUBREY COLLISON
 CLERK

11.00
 11.50

STATE OF MARYLAND

705482

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 LIBER - 482 PAGE 151

Name Edward Leventhal, D.D.S., P.A. DBA Marley Station Dental Center
Address 7915 S. Ritchie Highway, Anne Arundel, MD 21061

2. SECURED PARTY

Name ConTel Credit Corporation
Address 223 Perimeter Center Parkway, Suite 230 Atlanta, GA 30346

Glen Burnie

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 Telecourier/Paragon Paging System Transmitter and component parts
- 1 #2523501 Equity II Telephone Key Service Unit and component parts

RECORD FEE 12.00
POSTAGE .50
480853 0237 R02 112:48
JAN 29 05

CHECK THE LINES WHICH APPLY

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

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

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

X Edward Leventhal
(Signature of Debtor)
Edward Leventhal, D.D.S., P.A. DBA "Pres."
Marley Station Dental Center
Type or Print Above Name on Above Line

Mailed to Secured Party

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

S. Sedeseo
(Signature of Secured Party)
ConTel Credit Corporation
Type or Print Above Signature on Above Line

125

1200/50

1985 JAN 29 PM 12:55
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
STATE OF MARYLAND



Not 3000
but 2000

STATE OF MARYLAND

LIBER - 482 PAGE 152

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 214162 24650

RECORDED IN LIBER 460 FOLIO 403 ON April 12, 1983 (DATE)

1985 JAN 29 PM 12:55
E. AUBREY COLLISON
CLERK

1. DEBTOR

Name Arundel Geriatric & Nursing Center
Address 7355 Furnace Branch Rd., Glen Burnie, MD 21063

2. SECURED PARTY

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)

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.)</p>
	<p>The Collateral described in the original financing statement referred to above has been transferred for good and valid consideration from the possession of: Plaza Manor Nursing Home, 7355 Furnace Branch Road, Glen Burnie, MD 21063. Plaza Manor Nursing Home although transferring its interest in the collateral to Arundel Geriatric & Nursing Center, remains secondarily liable on the debt to Contel Credit Corporation secured by such collateral.</p>	
	<p>RECORD FEE 11.00 POSTAGE 50 #00054-237 #02 112:49 JAN 29 85</p>	

Secured Party:
Contel Credit Corporation
223 Perimeter Center Pkwy.
Atlanta, GA. 30346

Mailed to Secured Party

Gerard Tedesco
Dated 12/6/84

Debtor:
Arundel Geriatric & Nursing Center

(Signature of Secured Party)
Melvin Lindsey Attorney in Fact
Type or Print Above Name on Above Line

LIBER - 482 : 153

255433

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 records-
does not 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 Joseph Robert Angelo

Address Lot E-16 Holiday Mobile Estates, Jessup, Md. 20794

2. SECURED PARTY

Name Mobile Home Associates

Address Clark Rd., Jessup, Md. 20794

Installment sale contract has been signed.

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

Assignee: Philadelphia Saving Fund Society, Philadelphia, Pa. 19107

3. Maturity date of obligation (if any) February 1, 2000

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

1984 Nashua mobile home 14x70 Serial # 13942

Includes: Furniture per Manufacture invoice

Amount Financed \$ 22,944.00

Amount of Encumbrance \$ 57,801.60

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)

Joseph Robert Angelo
(Signature of Debtor)

Mailed to Secured Party

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

RECORD FEE 11.00
POSTAGE .50
480955 1237 R02 T12:50
JAN 29 85

11/5

1985 JUN 29 PM 12:55
E. ANTHONY COLLISON
CLERK

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 233224

RECORDED IN LIBER 426 FOLIO 590 ON 7-1-80 (DATE)

1. DEBTOR

Name Cunningham Enterprises Inc.

Address Brooklyn, Maryland

2. SECURED PARTY

Name John Deere Industrial Equipment Co.

Address Baltimore, Md. 21203

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

3. Maturity date of obligation (if any) _____

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

E. AUBREY COLLISON
CLERK
1985 JUN 29 PM 12:55

RETURN FEE 10.00
#80856 0337 002 112150
JAN 29 85

Dated 1-15-85

A.C. Hoppe
(Signature of Secured Party)
A.C. Hoppe Division Manager Sales Finance
Type or Print Above Name on Above Line

Mailed to Secured Party

167

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. -- FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 246153

RECORDED IN LIBER 459 FOLIO 25 ON 2-10-83 (DATE)

1. DEBTOR

Name Willson Septic Service

Address Davidsonville, Maryland

2. SECURED PARTY

Name John Deere Industrial Equipment Co.

Address Baltimore, Md.

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.) Anne Arundel County</p>

E. AUBREY COLLISON
CLERK

1985 JAN 29 PM 12:55



Dated 1-15-85

A.C. Hoppe
(Signature of Secured Party)

A.C. Hoppe Division Manager Sales Finance
Type or Print Above Name on Above Line

RECORD FEE 10.00
#00857 0237 R02 112:51
JAN 29 85

Mailed to Secured Party

1674

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. \$ EXEMPT

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

CLERK OF ANNE ARUNDEL CIRCUIT COURT

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

1. DEBTOR

Name UNION TRUST CO. OF MARYLAND
Address 210 Guilford Avenue, Baltimore, MD 21202

2. SECURED PARTY

Name CIS Leasing Corp.
Address 1000 James Street
Syracuse, NY 13203

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. Equipment location and description as per Attachment A.

2. This UCC-1 is filed as a precaution and as public notice that Secured Party owns the equipment listed and has leased same to Union Trust Co. of Maryland pursuant to lease dated 3/13/1984 (Ref #80181)

Assignee of Secured Party:
Wells Fargo Bank, N.A.
Equipment Finance Center #489
343 Sansome Street, 6th Fl.
San Francisco, CA 94163

NOT SUBJECT TO RECORDATION TAX

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)

UNION TRUST COMPANY OF MARYLAND
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

CIS LEASING CORP.
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

R. A. ELBERT
Type or Print Above Signature on Above Line

RECORDATION DIVISION
1985 JAN 29 PM 12:55
E. AUGER, COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50

1985 JAN 29 11:12 AM

JAN 29 05

11/50

Attachment A to UCC-1 Form

LIBER - 482 PAGE 157

LESSEE: UNION TRUST CO OF MARYLAND

EQUIPMENT:

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>MACHINE</u>	<u>SERIAL NUMBER</u>
(1)	IBM	3701, 6302 8C0252, 8C0254 features	(16628)

Mailed to Assignee

EQUIPMENT LOCATION:
Crown 5
941 Richie Highway
Severna Park, MD

1985 JAN 29 PM 12:55
E. ASHLEY COLLISON



LIBER - 482 PAGE 1378

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

..... January 9, 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. 245515..... in Office of Clerk of Court A/A MD
(Filing Office) (County and State)

Debtor or Debtors (name and Address):

R. Dion Rankin
1748 Saurance Ct
Crofton MD 21114

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

Household Finance Corp.
Secured Party

By
Its Branch Office Manager

RECORD FEE 10.00
480860 1237 NOV 12 1985
JAN 29 85

Mailed to Secured Party

10-85

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 248945

RECORDED IN LIBER 465 FOLIO 452 ON 9-7-83 (DATE)

1. DEBTOR: Name Gerald W & Robin H. Conley

Address 109 Roselawn Rd Annapolis, Md 21403

2. SECURED PARTY: Name Commercial Credit S & L

Address 1012 Ritchie Hwy

~~Security Bank Ltd~~

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

<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 checked="" 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>	

CHECKED BY COUNTY CLERK

1985 JAN 29 PM 1:11

E. AUGUST 7 COLLISON CLERK

RECORD FEE 10.00
POSTAGE .50
4809147 0237 R02 113:06
JAN 29 05

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

Name _____

Address _____

Dated 1-16-85

B.C. Johnston
(Signature of Secured Party)

B. C. Johnston
Type or Print Above Name on Above Line

105

Mailed to Secured Party

LIBER - 482 PAGE 163

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. 249305

RECORDED IN LIBER 466 FOLIO 346 ON 10/10/83 (DATE)

1. DEBTOR

Name Enviro Structures, Ltd.

Address P.O. Box 1084, Severna Park, Maryland 21146

2. SECURED PARTY

Name Alban Tractor Co., Inc.

Address P.O. Box 9595, Baltimore, Maryland 21237

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Maryland 21061
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 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: One (1) Used Caterpillar Model 941B Track Type Loader, S/N 80H06777	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
	ASSIGNEE OF SECURED PARTY Credit Alliance Corporation P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061	

E AUBREY COLLISON
CLERK
1985 JAN 29 PM 1:20

RECEIVED
STATE OF MARYLAND
CLERK OF COURTS



RECORD FEE 10.00
POSTAGE 50
#80873 C237 102 11:17
JAN 29 85

Alban Tractor Co., Inc.

(Signature of Debtor)

Mark N. Welsh

(Signature of Secured Party)

Type or Print Above Name on Above Line

Mark N. Welsh, Credit Manager
Type or Print Above Name on Above Line

Dated _____

Mailed to Assignee

10/5

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 Arba Corporation

Address 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

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) _____

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

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 11.00
POSTAGE 50
AR08174 (237) R02 T13:19
JAN 29 85

1985 JAN 29 PM 1:20
E. ALBERTY 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)

Arba Corporation

(Signature of Debtor)

See Attached for Original Signatures
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Philip D. Cooper, Vice President

Type or Print Above Signature on Above Line

11/50

Account # 1-999B-C-02-00712-8

Dated January 4, 1985

CREDIT ALLIANCE CORPORATION
LEASING SERVICE CORPORATION
NEW YORK, NEW YORK

LIBER - 482 PAGE 162

Gentlemen

The undersigned is indebted to you in the sum of \$ 581,700.00, representing the unpaid balance owing to you under a Conditional Sale Contract/Chattel Mortgage/Lease (herein called "Lien Instrument"), dated October 13, 1982 and/or a note or notes issued pursuant thereto (herein called "Notes"), between the undersigned as obligor and/or maker and Credit Alliance Corporation as obligee and/or payee, covering property described therein and now located at:

The undersigned requests you to extend the time of payment of said indebtedness so that it will be payable in consecutive monthly installments with the first installment being due on January 10, 1985, and subsequent installments on the same day of each succeeding month thereafter until paid, as follows:

33 installments @ \$12,850.00 each followed by the next
25 installments @ \$6,306.00 each

In order to induce you to agree to the foregoing extension, and in consideration of your so doing, the undersigned warrants that the above indebtedness is a valid, binding and existing obligation of the undersigned, due and payable without any defense, counterclaim or offset whatsoever, and promises and agrees to pay said indebtedness to your order according to the terms set forth above, at your offices or such other place of payment you may designate, and in the event of a default in the payment of any installment or interest when due, the entire unpaid balance shall, at your option immediately become due and payable and you may enforce your rights and remedies under the Lien Instrument and/or Notes as if this extension had not been granted, and the undersigned grants you a security interest in all equipment, inventory, goods, machinery, fixtures, assets and property of any kind and nature now owned and hereafter acquired, to secure the payment, performance and fulfillment of all obligations of the undersigned to you whether now existing or hereafter incurred.

The undersigned further acknowledges and warrants that legal title to or a first lien upon the property described in the Lien Instrument is and shall continue to be vested in you, your successors and assigns, until the undersigned has paid in full, and has performed all of its obligations to you, with interest, whether under the Lien Instrument and/or Notes or otherwise. If a note or notes are delivered to you pursuant hereto they shall be deemed only evidence of said indebtedness and not payment thereof until such notes are collected by you in full. Your acceptance hereof shall in no manner prejudice your rights or alter your position under the Lien Instrument and/or Notes. As part of the consideration for your acceptance hereof, the undersigned hereby designates and appoints Stuart B. Glover, Esq., of New York, New York, and C-A Credit Corp., of New York, New York, or either of them, as its true and lawful attorney-in-fact and agent for it and in its name, place and stead, to accept service of any process within the State of New York, you agreeing, however, to send notice thereof to the undersigned at the address shown above by certified mail, within three days of such service having been effected. The undersigned agrees to the venue and jurisdiction of any court located within the State and County of New York regarding any matter involving you and us. Except as herein specifically modified, all of the terms, provisions and conditions of the Lien Instrument and Notes remain and continue in full force and effect and binding upon the undersigned.

Very truly yours,

Arba Corporation

Witness or Attest:

[Handwritten signature]

By:

[Handwritten signature]

(Title)

(Seal)

Gentlemen:

We consent to the above, request you to accept the same, and agree that any and all of your rights of recourse to us shall not thereby be diminished, altered or affected.

Date

19

(Original Vendor-Mortgagee-Lessor)

Accepted at New York, New York

CREDIT ALLIANCE CORPORATION
LEASING SERVICE CORPORATION

By:

[Handwritten signature]

Philip D. Cooper, Vice President

By:

(Title)

(Seal)

Stalled to Alliance

CA-L-12A

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 Standard Art Marble and Tile Co., Incorporated and John J. Craig Company, as Co-Lessees
Address 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Leasing Service 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) _____

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."

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)

Standard Art Marble and Tile Co., Incorporated and John J. Craig Company, as Co-Lessees

(Signature of Debtor)

See Attached for Original Signatures
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Leasing Service Corporation

(Signature of Secured Party)

Philip D. Cooper, Vice President

Type or Print Above Signature on Above Line

RECORD FEE 12.00
POSTAGE .50
#00075 0237 R02 T13:30
JAN 29 85

1985 JAN 29 PM 1:20
E. AUDREY COLLISON
CLERK
RECEIVED FOR RECORD
OFFICE OF THE CLERK
ANNE ARUNDEL COUNTY

1250

Account # 1-999B-L-02-60135-9
Dated January 4, 1985

CREDIT ALLIANCE CORPORATION
LEASING SERVICE CORPORATION
NEW YORK, NEW YORK

LIBER - 482 PAGE 164

Gentlemen:

The undersigned is indebted to you in the sum of \$ 289,528.50, representing the unpaid balance owing to you under a Conditional Sale Contract/Chattel Mortgage/Lease (herein called "Lien Instrument"), dated June 17, 1983 and/or a note or notes issued pursuant thereto (herein called "Notes"), between the undersigned as obligor and/or maker and Leasing Service Corporation

as obligee and/or payee, covering property described therein and now located at:
681 Maryville Pike, Knoxville, Tennessee

The undersigned requests you to extend the time of payment of said indebtedness so that it will be payable in consecutive monthly installments with the first installment being due on January 20, 1985, and subsequent installments on the same day of each succeeding month thereafter until paid, as follows:

25 installments @ \$9,216.84 followed by the next
1 installment @ \$59,107.50

In order to induce you to agree to the foregoing extension, and in consideration of your so doing, the undersigned warrants that the above indebtedness is a valid, binding and existing obligation of the undersigned, due and payable without any defense, counterclaim or offset whatsoever, and promises and agrees to pay said indebtedness to your order according to the terms set forth above, at your offices or such other place of payment you may designate, and in the event of a default in the payment of any installment or interest when due, the entire unpaid balance shall, at your option immediately become due and payable and you may enforce your rights and remedies under the Lien Instrument and/or Notes as if this extension had not been granted, and the undersigned grants you a security interest in all equipment, inventory, goods, machinery, fixtures, assets and property of any kind and nature now owned and hereafter acquired, to secure the payment, performance and fulfillment of all obligations of the undersigned to you whether now existing or hereafter incurred.

The undersigned further acknowledges and warrants that legal title to or a first lien upon the property described in the Lien Instrument is and shall continue to be vested in you, your successors and assigns, until the undersigned has paid in full, and has performed all of its obligations to you, with interest, whether under the Lien Instrument and/or Notes or otherwise. If a note or notes are delivered to you pursuant hereto they shall be deemed only evidence of said indebtedness and not payment thereof until such notes are collected by you in full. Your acceptance hereof shall in no manner prejudice your rights or alter your position under the Lien Instrument and/or Notes. As part of the consideration for your acceptance hereof, the undersigned hereby designates and appoints Stuart B. Glover, Esq., of New York, New York, and C.A. Credit Corp., of New York, New York, or either of them, as its true and lawful attorney-in-fact and agent for it and in its name, place and stead, to accept service of any process within the State of New York, you agreeing, however, to send notice thereof to the undersigned at the address shown above by certified mail, within three days of such service having been effected. The undersigned agrees to the venue and jurisdiction of any court located within the State and County of New York regarding any matter involving you and us. Except as herein specifically modified, all of the terms, provisions and conditions of the Lien Instrument and Notes remain and continue in full force and effect and binding upon the undersigned.

Very truly yours,
Standard Art Marble and Tile Co., Incorporated
and John J. Craig Company, as Co-Lessees

Witness or Attest:

[Handwritten signature]

By: *[Handwritten signature]* (Seal)
(Title)

Gentlemen:

We consent to the above, request you to accept the same, and agree that any and all of your rights of recourse to us shall not thereby be diminished, altered or affected.

Date _____, 19 _____

(Original Vendor-Mortgagee-Lessor)

Accepted at New York, New York

CREDIT ALLIANCE CORPORATION
LEASING SERVICE CORPORATION

By

[Handwritten signature]
Philip D. Cooper, Vice President

By: _____ (Seal)
(Title)

Mailed to Secured Party

CA-L-12A

STATE OF MARYLAND

255137

4508

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

DUNLOP INDUSTRIAL INC.

Name 7251 NATIONAL DRIVE

LIBER - 482 PAGE 165

Address DORSEY, MD. 21076

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)

ONE SHARP SF 900 COPIER (NEW), SERIAL NUMBER 46206533
ONE SHARP SF 402 AUTOMATIC FEEDER (NEW), SERIAL NUMBER 46707070
ONE SHARP SF 931 15 BIN SORTER (NEW), SERIAL NUMBER 31219111
ONE SHARP SF 904B COPY CABINET (NEW)

RECORD FEE 11.00
POSTAGE 50
480879 2237 FOR 113:22
JAN 29 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)

Mailed to Secured Party

[Signature]
(Signature of Debtor) Secretary & Comptroller
ALAN TAYLOR
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.
[Signature]
(Signature of Secured Party)
Carole Hardesty
Type or Print Above Signature on Above Line

11 30

1985 JAN 29 PM 1:31
E. AUBREY COLLISON
CLERK
RECEIVED IN RECORDS
CLERK COUNTY

STATE OF MARYLAND

255438

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 The Original Philadelphia Style T/A Shakey's Pizza LIBER - 482 PAGE 166

Address 490 Ritchie Highway, Severna Park, Maryland 21146

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) CTC 8000 A Energy System with Micro Control Panel

1985 JAN 29 PM 1:31
E. AUBREY COLLISON
CLERK

RECEIVED
STATE OF MARYLAND
RECORDS & DEEDS DIVISION

RECORD FEE 12.00
POSTAGE 50
AB0380 0237 R02 113:30
JAN 29 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)

The Original Philadelphia Style T/A Shakey's Pizza

N. Mamalis
(Signature of Debtor)

Nicholas Mamalis - President
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 Hardesty
(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

125

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 July 29, 1980 Record Reference 425 309
Maturity date (if any) May 15, 1983

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Radiologic Associates P.A.	P.O. Box 663		Severna Park,	MD

1985 JAN 30 PM 4:32
 JEREMY COLLISON
 CLERK

Name of Secured Party or assignee	No.	Street	City	State
United Bank & Trust Company of MD	9420	Pennsylvania Ave.	Upper Marlboro	Maryland 20772

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:

RECORD FEE 10.00
 POSTAGE .50
 981029 C055 R02 716400
 JAN 30 85

Debtor(s) or assignor(s)

United Bank & Trust Company of Maryland
(Seal)

(Corporate, Trade or Firm Name)

Michael K. Kuhns
Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

Return To: Joseph W. Janssens, Jr., Esq.
 Miles & Stockbridge
 10 Light Street
 Baltimore, Maryland 21202

Mailed to: _____

FINANCING STATEMENT

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

- 1. [X] To be recorded in the Land Records.
2. [X] 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 \$...

5. Debtor(s) Name(s) Address(es) 410 Brooks Court
Ronnie L. McCall Glen Burnie, Maryland 21061
t/a McCall's Trucking Company

6. Secured Party Address 1925 Eutaw Place
Development Credit Fund, Inc. Baltimore, Maryland 21217
Attention: (Type name & title)

RECORD FEE 25.00

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:

[X] 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. .50

[] 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.

[X] 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.

[X] 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.

[X] 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.

[X] 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.

[X] 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 29 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
Ronnie L. McCall t/a McCall's Trucking Company (Seal)

Secured Party
Development Credit Fund, Inc. (Seal)
By: [Signature] (Seal)

RECORD
COUNTY
JAN 29 1985
PH 2:57
COLLISON

SCHEDULE "A" LIBER - 482 PAGE 169

(1.) The following described property located in the County of Anne Arundel, State of Maryland:

BEING KNOWN AND DESIGNATED as Lot 57, as shown on the Plat entitled, "Section Two, Spencer Gardens," which Plat is recorded among the Land Records of Anne Arundel - County in Plat Book 54 folio 16.

The improvements thereon being known as No. 410 Brooks Court, Glen Burnie, Maryland

BEING the same property which by Deed dated March 31, 1975 and recorded among the Land Records of Anne Arundel County in Liber WGL2744 folio 165 was granted and conveyed by the Ryland Group, Inc. unto Steven F. Speargas and Barbara S. Speargas, his wife

BEING the same property which by Deed Dated April 2, 1980 and recorded among the Land Records of Anne Arundel County in Liber WGL 3305 folio 211 was granted and conveyed by Steven F. Speargas and Barbara S. Speargas, his wife unto Ronnie L. McCall and Josephine McCall

BEING the same property which by Deed of Trust dated April 2, 1980 and recorded among the Land Records of Anne Arundel County in WGL 3305 folio 213 was granted by Ronnie L. McCall and Josephine McCall his wife to Trustees unto First Mortgage Cooperation.

(2.) 1979 Tandem Dump Truck, Freightliner,
Vehicle No. CB413Hp157162

(3.) Life Insurance Policy upon the life of
Ronnie L. McCall, 410 Brooks Court, Glen
Burnie, Maryland, Policy NO. 73-364-324
issued by Prudential Insurance Company
of America

Mailed to Secured Party

255413

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Maryland Pennysaver Group, Inc.
Address: 836 Ritchie Highway
Severna Park, Maryland 21146

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
SOUTH COUNTY CLERK
1905 JAN 30 AM 9:10
E. AUBREY COLLISON
CLERK

4. This Financing Statement covers the following types (or items) of property:
All accounts receivable whether now outstanding or hereafter aquired

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
8900931 0237 102 109:08
JAN 30 85

Debtor(s):

Maryland Pennysaver Group, Inc.

Secured Party:

Annapolis Banking & Trust
(Type Name of Dealership)

By

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.)

Mailed to Secured Party

1150

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Forbes Associates
Address: 201 Forbes Street
Annapolis, Maryland 21401

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

RECORDED FOR RECORD
CIRCUIT COURT, CALVERT COUNTY
1985 JAN 30 AM 9:10
E. AUBREY COLLISON
CLERK

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

SOFTWARE
Patient Master File Maintenance
Patient Statement & Insurance Forms
Production

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:

HARDWARE CONTINUED

Lear Siegler Model ADM 5 & 11 Ser. #2424 & #2445 ✓
Texas Instruments Omni 800 Model 810 Serial #2481537804 ✓
All required cables and misc. parts
Alpha Micro 32 bit processor Winchester Drive Unit #16171 ✓
✓ Sharp Video Cassette Recorder #894831 ✓

SOFTWARE CONTINUED

Code Table Utilities
Financial Management Reports
Fee Slip Production and Patient recall
Charge, Payment and Adjustment
Transaction Processing
System Utilities
Business Package

Debtor(s):

Forbes Associates

[Signature]
for Forbes Ass'ts.

Secured Party:

Annapolis Banking & Trust
(Type Name of Dealership)

By *[Signature]*
(Authorized Signature)

Pamela J. Coster, Asst. Vice President
(Type Name and Title)

RECORD FEE 11.00
POSTAGE .50
480932 0337 R02 T09108
JAN 30 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 Annapolis Banking and Trust Co. at address shown in 3. above.)

Mailed to Secured Party

1150

STATE OF MARYLAND

LIBER - 182 PAGE 172

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252251

RECORDED IN LIBER 474 FOLIO 5 ON 6/8/84 (DATE)

1. DEBTOR

Name G & K Landscaping, Inc.

Address 135 Bazard Road, Lothian, Maryland 20820

2. SECURED PARTY

Name Alban Tractor Co., Inc.

Address P.O. Box 9595, Baltimore, Maryland 21237

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

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 checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>One (1) Model 953 Caterpillar Track Type Loader, S/N 76Y01133 76Y01133</p>	<p>ASSIGNEE OF SECURED PARTY Credit Alliance Corporation P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, Maryland 21061</p>

RECORD FEE 10.00
POSTAGE .50
#02376 0040 R01 T09#10
JAN 30 85

G & K Landscaping, Inc.

Alban Tractor Co., Inc.

(Signature of Debtor)

Mark N. Welsh

(Signature of Secured Party)

Type or Print Above Name on Above Line

Mark N. Welsh, Credit Manager

Type or Print Above Name on Above Line

Dated _____

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 JAN 30 AM 9:55

E. AUBREY COLLISON
CLERK



10.00

255445

LIBER - 482 PAGE 173

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

3 Maturity date (if any): n/a

1 Debtor(s) (Last Name First) and address(es)
Mercantile Safe Deposit
& Trust Company
742 Old Hammonds Ferry Rd.
Linthicum, MD

2 Secured Party(ies) and address(es)
Datagraphix, Inc.
10977 San Diego Mission Rd.
San Diego, CA 92108

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

RECORD FEE 11.00
POSTAGE .50
#02377 CO40 R01 T09:11
JAN 30 85

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

2250 Mini-AutoCOM II
(Hard Disk)
AutoPOS
AutoPAGE
Realtime Clock

InterLINK
DataMASTER 100 Diazo
(Vacuum Platen
Model 50 Collator
AutoFEED
Copy Count

Computer output on microfilm
equipment together with related
components and the additions,
replacements and substitutions
thereof. This financing statement
is filed in connection with a lease
and solely for notice purposes.

ASSIGNEE OF SECURED PARTY

n/a

RECORD FEE 11.00
#02378 CO40 R01 T09:12
JAN 30 85

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

Filed with: Secretary of State

Mercantile Safe Deposit & Trust Co.

Datagraphix, Inc.

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

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

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1985 JAN 30 AM 9:55

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

255110

Name Prime Computer, Inc.

Address Prime Park, Natick, MA 01760

2. SECURED PARTY

Name Pitney Bowes Credit Corporation

Address 201 Merritt Seven, Norwalk, CT 06851

RECORD FEE 11.00
POSTAGE .50

#02379 040 R01 109# 13
JAN 30 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)
A Schedule A dated 7/10/84 to a lease dated 7/10/84 between Prime Computer, Inc. and GKN Hayward Baker, Inc. and one (1) Prime P550-II computer system and accessories.

Equipment Location: 1875 Mayfield Road, Odenton, MD 21113

Included, but not limited to all replacements, parts, repairs, additions, and attachments incorporated therein, or affixed thereto, now owned or hereafter acquired.

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)

Type or Print Above Name on Above Line

Frank A. ...
(Signature of Debtor)

PRIME COMPUTER, INC.

Type or Print Above Signature on Above Line

D. Heuman
(Signature of Secured Party)

PITNEY BOWES CREDIT CORPORATION

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT IN BALTIMORE

1985 JAN 30 AM 9:55

E. AUBREY COLLISON
CLERK

1100 5

PRIME

Prime Leasing
A Division of Prime Computer, Inc.
Prime Park
Natick, MA 01760

SCHEDULE A

Schedule A, No. 2362-00

This Schedule A is incorporated in and made a part of the Equipment Lease between Prime Leasing, A Division of Prime Computer, Inc. ("Lessor"), and GKN Hayward Baker, Inc. ("Lessee") accepted by Lessor as of July 10, 1984 ("Lease").

- 1. Equipment/Software:** The Equipment/Software to which this Schedule A relates is shown below and on any continuation sheets attached hereto.
- 2. Term:** The term of the Lease with respect to Equipment/Software specified herein shall be for a period of four years commencing upon the Lease Commencement Date for such Equipment/Software.
- 3. Lease Payments:** The Lease Payments due hereunder shall be payable in 48 equal installments of \$ 6,350.48 per month. The first and last two (2) installment Lease Payments are due upon execution of this Schedule A. Payment of the balance of the Lease Payments shall commence on the first day of the month following the Lease Commencement Date as set forth in Paragraph 10 (Acceptance of Equipment), with remaining installment Lease Payments due on the first day of each consecutive month thereafter until all payments have been made.
- 4. Equipment Location: (If different from Lessee's Equipment Lease address)**
Street: 1875 Mayfield Road City: Odenton
County: Anne Arundel State: Maryland Zip Code: 21113

QUANTITY	TYPE NO.	EQUIPMENT CONFIGURATION DESCRIPTION
1	UG525-II	Prime 550-11 CPU
1	MMW1-1MB	1MB Wide Word Memory
1	4472	300 MB Disk and Cables
25	T9950	Televideo 950 CRT Terminals
1	3173	URC and 300 LPM Printronix Printer/Plotter
1	4471	300 MB Disk and Controller
1	4522	800/1600BPI, 751PS, 9 Track Meg Tape and Control
8	CBL1470-901	Async Cables
1	VA3451	Vadic Auto Answer Modem
1	VA3434	1200 Baud Acoustic Modem
		Intact 50 P.M.P. TEXT Word Processing System
1	855-P	Midas
1	8515-P	Fortran
1	8525-P	Basic Interpreter
1	Text Plus	Text Plus Software
2	NEC	Sheet Feeders
1	5154	AMLC, 16 Line, Limited Data Set control

Mailed to Secured Party

* The Lease Commencement Date shall be May 1, 1984.

Lessee: GKN Hayward Baker, Inc. Lessor: Prime Leasing, A Division of Prime Computer, Inc.
By: P. Reinting By: Kevin M. Evans
Title: Controller Title: Operations Manager
Date: July 10, 1984 Date: July 10, 1984

Lessee:

By: _____

Title: _____

Date: _____

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 475 FOLIO 452 ON July 31, 1984 (DATE)

1. DEBTOR

Name EDITH M WATKINS AND RICHARD WATKINS
Address 7422 ROCKRIDGE RD, BALTIMORE, MD 21208

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC
Address 2020 D WEST ST,
ANNAPOLIS, MD ~~21~~ 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

<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
#02390 1040 801 709#113
JAN 30 85

Mailed to Secured Party

Dated November 1, 1984

Abigail M Dohm
(Signature of Secured Party)

ABIGAIL M DOHM
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 JAN 30 AM 9:55

E. AUBREY COLLISON
CLERK

REC'D FOR RECORD
& RECORDED IN THE FINANCING RECORDS OF
BALTIMORE COUNTY, MARYLAND
PAGE 1
SARAHANA P. COLLINS, CLERK
INSTRUMENT MAILED TO SECURED PARTY

16.00 5
UCC-3 H83 (MD)

10

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 2416705

RECORDED IN LIBER 460 FOLIO 206 ON 3/30/83 (DATE)

1. DEBTOR: Name Hilton I & Dolores Johnson

Address 1354 Shirleyville Rd Arnold, Md 21012

2. SECURED PARTY: Name Commercial Credit S & L

Address 612 Ritchie Hwy

~~Serena Park, 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 0.00
 POSTAGE .50
 #02, KR3 D40 R01 107#1.6
 JAN 30 85

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

Name _____

Address _____

Mailed to Secured Party

Dated 1-12-85 B.C. Johnston

(Signature of Secured Party)

B.C. Johnston
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
W. M. F. COURT CLERK

1985 JAN 30 AM 9:55

E. AUBREY COLLISON
CLERK

100 5

KD

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

20/29

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 20, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

LIBER - 482 PAGE 178
255417

1. DEBTOR

Name THOMAS SIMMONS
Address 1283 GRAFF CT, 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)

2 Televisions, 1 Stereo, 1 Microwaven Oven, 1 Refrigriator, 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 11.00
POSTAGE .50
#02384 040 R01 T09#17
JAN 30 1985

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)

Thomas Simmons
(Signature of Debtor)

THOMAS SIMMONS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Glenn F. Focht
(Signature of Secured Party)

GLENN F FOCHT

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1985 JAN 30 AM 9:55
E. AUGREY COLLISON
CLERK

11.00 50

STATE OF MARYLAND

19/63 R

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated DECEMBER 19, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

LIBER - 482 PAGE 179

Name MANUEL MOYA

Address 516 KING MALCOLM AVE, ODENTON, MD, 21113

255113

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC

Address 2020 D WEST ST

ANNAPOLIS, MD, 21401

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

3. Maturity date of obligation (if any) _____

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

- 1 Television, 1 Stereo, 1 Washer, 1 Dryer, 1 Refrigerator, 1 Stove,
- 1 Vacuum Cleaner, 2 Air Conditioners, 1 Living Room Set,
- 3 Bedroom Sets, 1 Dining Room Set, 1 VCR

RECORD FEE 11.00
 POSTAGE .50
 #02399 0040 801 109#556
 JAN 30 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)

Manuel Moya
(Signature of Debtor)

MANUEL MOYA
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Glenn F. Foehl
(Signature of Secured Party)

GLENN F FOCHT

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
 COUNTY CLERK
 1985 JAN 30 AM 9:59
 E ALBERT COLLISON
 CLERK

11 21

STATE OF MARYLAND

20/36R

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 DECEMBER 20, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

LIBER - 482 PAGE 180

Name ROBERT L COHEN

Address 220 S CHERRY GROVE, ANNAPOLIS, MD, 21401

2. SECURED PARTY

255410

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 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,

RECORD FEE 11.00
 POSTAGE .50
 #02400 0040 R01 TOP:56
 JAN 30 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 L Cohen
(Signature of Debtor)

ROBERT L COHEN

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Douglas M Smith
(Signature of Secured Party)

DOUGLAS M SMITH

Type or Print Above Signature on Above Line

1985 JAN 30 AM 9:59
 RECEIVED FOR RECORD
 CLERK
 E. AUBREY COLLISON
 CLERK
 COURT HOUSE, ANNE ARUNDEL COUNTY

11.00

STATE OF MARYLAND

18/23 R

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated DECEMBER 18, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

LIBER - 482 PAGE 181

Name HELEN K DONOVAN
Address 509 SALTOUN AVE, DENTON, MD, 21113 255450

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC
Address 2020 D WEST STBET
ANNAPOLIS, MD, 21401

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

3. Maturity date of obligation (if any) _____

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

- 1 Color Television, 1 Kenmore Washer, 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 11.00
POSTAGE .50
#02401 0040 001 109:56
JAN 30 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)

Mailed to Secured Party

Helen K Donovan
(Signature of Debtor)

HELEN K DONOVAN
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

RECEIVED FOR RECORD
CIRCUIT COURT IN & COUNTY
1985 JAN 30 AM 9:59
E. 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 DECEMBER 17, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KEVIN A BELT AND TANDRA BELT
Address 12 MELROB CT, ANNAPOLIS, MD, 21403

LIBER - 482 PAGE 182
255151

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)

2 Televisions, 1 Stereo, 1 Microwave Oven, 1 Sewing Machine,
1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set,
1 VCR

RECORD FEE 12.00
POSTAGE .50
#02402 0040 R01 109:57
JAN 30 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

RECEIVED FOR RECORD
CLERK COUNTY CLERK
1985 JAN 30 AM 9:59
E. AUBREY COLLISON
CLERK

[Signature]
(Signature of Debtor)

KEVIN A BELT
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

TANDRA L BELT
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

GLENN F FOCHT
Type or Print Above Signature on Above Line

12.03

HOUSEHOLD FINANCE CORPORATION
AND SUBSIDIARY COMPANIES
5800 MITCHELL HIGHWAY
BALTIMORE, MD 21225

482 183

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

1/22 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. A 30 541 in Office of W. S. GARRETT AA MD.
(Filing Officer) (County and State)

LIBER - 420 PAGE 570

Debtor or Debtors (name and Address):

DUBRITTO, JOSEPH A. & NANCY C.
476 KENILWORTH COURT
GLENS BUEDE, MD. 21061 AA COUNTY

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

Form 91 MD (3-79)

1030

96361-4

RECEIVED FOR RECORD
CIRCUIT COURT, AA COUNTY

1985 JAN 30 PM 2:48

E. AUBREY COLLISON
CLERK

(94)

Mailed to Secured Party

TO: _____ Financing Records, State Department of Assessments and Taxation 255-152

X _____ Financing Records, Circuit Court of Anne Arundel County, Maryland

_____ Land Records, Circuit Court of Anne Arundel County, Maryland

NOT SUBJECT TO RECORDATION TAX

The appropriate amount of recordation taxes has been paid in connection with the recording of a Deed of Trust among the land records of the jurisdiction in which the land herein described is located and granting to the Secured Party, as security for the loan herein described, a security interest in the same property as described in this instrument.

THIS FINANCING STATEMENT, dated the 25th day of January 1985, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

Crofton Developers II, Limited Partnership
 c/o Stanley S. Halle Communities, Inc.
 9300 Annapolis Road
 Lanham, Maryland 20706

2. Secured Party's name and address:

Congressional Mortgage Corporation
 6820 Elm Street
 McLean, Virginia 22101

3. This Financing Statement covers the following property to be utilized in or realized from the use and occupancy of the land described in that certain deed of trust of even date herewith from the Debtor to J. Kenneth McLendon and John J. Morrissey, Trustees, for the benefit of the Secured Party, and to be recorded among the land records of Anne Arundel County, Maryland, simultaneously with the filing hereof:

- A. All the building plans and specifications, surveys, permits, and contracts for architectural and construction services, and all building materials and equipment now or hereafter delivered to, installed in, affixed to, placed upon, or used in connection with the land and premises described in Exhibit "A" attached hereto, and all replacements thereof, additions thereto and substitutions therefor; and
- B. All of the other personal property of the Debtor now or hereafter located on the premises described below and necessary to its use and occupancy thereof, and the issues, profits and proceeds thereof; and
- C. All awards and other payments in respect of any taking (as described in section 9 of the deed

RECORDATION RECORDS DEPARTMENT ANNE ARUNDEL COUNTY
 1985 JAN 30 PM 2:29
 AUDREY COLLISON
 CLERK
 RECORD FEE 15.00
 POSTAGE .50
 #10599 0055 FOR T14:27
 JAN 30 85

12/20

of trust) and all insurance proceeds (as described in section 11.3 of the deed of trust) in respect of any of the foregoing, together with all amounts received by the Trustee, or the Secured Party, or expended by the Trustee or the Secured Party pursuant to the deed of trust; and

- D. All of the Debtor's right, title and interest in and to that certain account in the Secured Party's name at Suburban Bank in which the amount of Thirty Thousand Dollars (\$30,000) has been deposited by the Debtor from which funds shall be disbursed only for the payment of interest due to the Secured Party under the note evidencing the obligation of the Debtor.
- 4. Said deed of trust secures an obligation of the Debtor to the Secured Party in the principal amount of \$545,000, which obligation has a maturity date of six (6) months from the date hereof, unless extended to twelve (12) months as provided in the note evidencing the obligation of the Debtor.
- 5. Proceeds of the collateral are also covered.
- 6. The real property covered by the aforesaid deed of trust is owned by the Debtor and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

DEBTOR:

CROFTON DEVELOPERS II, LIMITED
PARTNERSHIP

By:  (SEAL)
William J. MacQuilliam
General Partner

By:  (SEAL)
Stanley S. Harte
General Partner

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 2 as shown on a Plat entitled "Section 1, Plat 1, CROFTON INDUSTRIAL & OFFICE PARK" as per plat recorded in Plat Book 46 folio 3 among the Land Records of Anne Arundel County, Maryland.

Mailed to Secured Party

255453 4-c.

LIBER - 482 PAGE 187

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 1-24-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Video Entertainment Center, Inc. 507 S. Camp Meade Rd.
Address 600 Balto. Annapolis Blvd Severna Park, Md 21146 Linthicum Heights
2441 Mountain Road Pasadena, Md 21122 Maryland 21090

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address 1900 Sulphur Spring Road P. O. Box 7360
Baltimore Maryland 21227
Person And Address To Whom Statement Is To Be Returned If Different From Above.

Maturity date of obligation (if any) _____

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

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX

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

RECORD FEE 11.00
POSTAGE 50
481004 0237 R02 114:35
JAN 30 85

W. William Gardner
(Signature of Debtor)

W. WILLIAM GARDNER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Paul Wohkittel
(Signature of Secured Party)

PAUL WOHKITTEL

Type or Print Above Signature on Above Line

11/50

Mailed to Secured Party

1985 JAN 30 PM 2:34
E. AUDREY COLLISON
CLERK

RECEIVED FROM RECORDS
COUNTY OF BALTIMORE

KP

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

TOBIN CORPORATION
865 Annapolis Road, Gambrills, Anne Arundel Co., MD 21054

2. NAME AND ADDRESS OF SECURED PARTY:

SMALL BUSINESS ADMINISTRATION (an Agency of the U. S. Government)
630 Oxford Building, 3600 LaSalle Road, Towson, MD 21204

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment ^{purchased with loan proceeds,} ~~now owned or hereafter acquired~~, together with attachments, accessories, etc.
-

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: N/A

5. This transaction is , is not exempt from the recordation tax.
Principal amount of the Debt is \$ N/A

RECORD FEE 12.00
POSTAGE .50
981059 0237 R02 113:32
JAN 31 1985

1985 JAN 31 PM 1:34
E. AUDREY COLLISON
CLERK



DEBTOR:

TOBIN CORPORATION

BY Joseph R. Tobin (SEAL)
President



AFTER RECORDATION RETURN TO: Small Business Administration
630 Oxford Building
8600 LaSalle Road
Towson, MD 21204

Mailed to:

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

Not Subject To Recording Tax

255455

FINANCING STATEMENT

1. DEBTOR:

ATLANTIC RESTAURANT
VENTURES, INC., T/A
"FUDDRUCKERS", also T/A
"FREDDIE FUDDRUCKERS"
a Virginia corporation
175 Jennifer Road
Annapolis, Maryland 21401

and

4010 University Drive
Suite 103
Fairfax, Virginia 22030

RECORD FEE 27.00
POSTAGE .50

2. SECURED PARTY:

THE FIRST NATIONAL BANK
OF MARYLAND
25 South Charles Street
P.O. Box 1596
Baltimore, Maryland 21201

#00202 0040 R01 113436
JAN 31 85

Attention: William B. Young,
Vice President

3. This Financing Statement covers, and the DEBTOR hereby grants the SECURED PARTY a security interest in, the following Collateral:

a. All of the DEBTOR'S right, title, and interest in and to all of the tangible and intangible assets of the DEBTOR, including but not limited to the following kinds and types of property owned by the DEBTOR, wherever located, whether now owned or hereafter acquired by the DEBTOR, together with all replacements, accessions, parts, manuals, warranties, packaging or substitutions and renewals thereof:

- (i) Accounts;
- (ii) Chattel Paper;
- (iii) Documents;
- (iv) Equipment;
- (v) Fixtures;



RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY

1965 JAN 31 PM 1:40

E. AUBREY COLLISON
CLERK

27.00

- (vi) General Intangibles;
- (vii) Goods;
- (viii) Instruments;
- (ix) Inventory;
- (x) Rights as seller of Goods and rights to returned or repossessed Goods;
- (xi) The equipment, machinery and personalty itemized on Schedule "A-1." if any, attached hereto;
- (xii) All alcoholic beverage licenses and other permits and licenses of any kind; and
- (xiii) All Records relating to the above collateral.

b. 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.

c. The terms "Accounts," "Chattel Paper," "Documents," "Equipment," "General Intangibles," "Goods," "Instruments" and "Inventory" shall have the same respective meanings as are given to those terms in the Maryland Uniform Commercial Code-Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended.

The term "Fixtures" shall have the meaning provided by the common law of the State of Maryland.

The term "Records" shall mean correspondence, memoranda, tapes, discs, papers, books and other documents, or transcribed information of any type, whether expressed in ordinary or machine language.

4. Some of the above-described personal property may be affixed to the real estate known generally as 175 Jennifer Road, Annapolis, Maryland 21401 and more particularly described on Exhibit "A" attached hereto. The record owner of the subject real property is Annapolis Mall Shopping Center Company.

5. The proceeds (including insurance proceeds) and products of collateral are secured, as are future advances and after acquired property.

SECURED PARTY:

DEBTOR:

THE FIRST NATIONAL
BANK OF MARYLAND

ATLANTIC RESTAURANT VENTURES, INC.,
T/A "FUDDRUCKERS", also T/A "FREDDIE
FUDDRUCKERS"

By: Carol Campbell Haislip (SEAL)
Carol Campbell Haislip,
Loan Officer

By: Roger W. Kisiel (SEAL)
Roger W. Kisiel,
President

Dated: January 10, 1985

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

Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
Attention: James M. Smith, Esquire
(File No.: (JMS) 4029)

JMS:4029
A-00.57

DESCRIPTION OF 14.60948 AC. ±
ON U.S. ROUTE 50 AND MARYLAND ROUTE 450
SECOND TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at the intersection of the centerline of the former Washington, Baltimore and Annapolis Railroad (now abandoned), with the northwesternmost right of way line of U.S. Routes 50 and 301 (John Hanson Highway) and at the beginning of the conveyance by Bestgate Limited Partnership to Annapolis Mall Shopping Center Co. by deed dated July 18, 1972 and recorded among the land records of Anne Arundel County, Maryland in liber MSH 2506 folio 505; thence leaving said beginning point so fixed and said former railroad (abandoned) and running with said right of way line of U.S. Routes 50 and 301 as shown on Maryland State Highway Administration plat #9915 and running with the lines of said conveyance and also with the conveyance by Annapolis Mall Shopping Center Co. to AMSC #2 Associates by Deed of Assignment dated July 15, 1974 and recorded in liber WGL 2714 folio 660, with meridian referred to Maryland State Grid North as now surveyed;

- (1) South 73° 40' 39" West 513.11',
- (2) North 16° 19' 21" West 45.00',
- (3) South 73° 40' 39" West 69.00',
- (4) South 16° 19' 21" East 45.00' and
- (5) South 73° 40' 39" West 281.24', to intersect the northeasternmost right of way line of Maryland Route 450 as intended for proposed widening; thence leaving said U.S. Routes 50 and 301 and running with said proposed right of way line of Maryland Route 450 as shown on a Survey Plat by J. R. McCrone, Jr. Inc., Engineers and Land Surveyors dated July 23, 1979; and through a part of said conveyances,
- (6) North 64° 08' 58" West 410.64', thence leaving said Maryland Route 450 and running with the lines of said conveyances and with the northeasternmost side of Jennifer Road,
- (7) North 23° 40' 32" East 13.00' and
- (8) North 20° 11' 42" West 132.13', thence running with the southeasternmost side of Jennifer Road,

- (9) North $23^{\circ} 42' 47''$ East 396.16', thence running with a curve to the right having a radius of 780.90' and an arc of 399.49', on a chord,
- (10) North $38^{\circ} 21' 31''$ East 395.15', thence leaving said Jennifer Road and running with a curve to the left having a radius of 5,303.25' and an arc of 64.63', on a chord,
- (11) South $42^{\circ} 14' 00''$ East 64.63', thence running
- (12) North $47^{\circ} 00' 37''$ East 5.69', to intersect the centerline of said former railroad (abandoned), thence running with said centerline with a curve to the left having a radius of 5,297.56' and an arc of 1,055.13', on a chord,
- (13) South $48^{\circ} 17' 17''$ East 1,053.39', to the place of beginning.

CONTAINING 14.60948 Ac.± according to a survey and plat by Dewberry & Davis, Registered Professional Land Surveyors in January 1983.

BEING a part of said conveyance by Bestgate Limited Partnership to Annapolis Mall Shopping Center Co. by deed dated July 18, 1972 and recorded among the land records of Anne Arundel County, Maryland in liber MSH 2506 folio 505, said conveyance being the same as the Deed of Assignment by Annapolis Mall Shopping Center Co. to AMSC #2 Associates dated July 15, 1974 and recorded in liber WGL 2714 folio 660.

BEING subject to a Perpetual Easement for Outlet Ditch as shown on Anne Arundel County Department of Public Works plat number 14496-X and also being subject to a Deed of Easement and Agreement by Provident Life and Accident Insurance Company and Annapolis Mall Shopping Center Co. to Anne Arundel County, Maryland dated June 29, 1982 and recorded in liber WGL 3502 folio 658.

SCHEDULE "A-1"

LIST OF ASSETS

LIBER - 482 PAGE 194

TCI Phone System (including 5 telephones)

- 3 Desks
- 1 Secretary's desk
- 4 Credenzas
- 1 Table
- 1 Computer table
- 1 Printer table
- 3 Swivel desk chairs with arms
- 8 Straight chairs
- 2 Swivel desk chairs
- 1 Bookcase
- 3 Metal file cabinets
- 1 Coffee cabinet
- 1 IBM Personal Computer XT
FCCID #AND82A5160
Serial #0379313
- 1 NEC pinwriter 93 printer
Serial #545730198
- 1 IBM typewriter
Serial #6125117241404
- 3 Framed FUDDRUCKERS posters
- 1 Refrigerator
- 1 Drafting table
- 1 Phonemate answering machine

Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1
LIDER - 482 PAGE 195
Identifying File No. 4519

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. 255138

1. DEBTOR

Name Eye, Sr., Lawrence F. & Associates
Address 7736 Middlegate Court, Pasadena, Maryland 21122

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) A. B. Dick 955 Copier, Serial Number
One (1) A. B. Dick 61-8500A Copier Cabinet

EQUIPMENT LOCATED AT:
42 Maryland Route 3 North
Pool World Building
Millersville, Maryland 21108

RECORD FEE 11.00
POSTAGE .50
#31093 0237 R02 T15427
JAN 31 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)

Lawrence F. Eye, Sr. & Associates

[Signature]
(Signature of Debtor)

Lawrence F. Eye, Sr. -
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

[Signature]
(Signature of Secured Party)

Carole R. Hardesty, President

Type or Print Above Signature on Above Line

Mailed to Secured Party

1985 JAN 31 PM 3:33
RECEIVED FOR RECORD
CLERK

BL
CLERK

11/50

LIBER - 482 PAGE 106
255157

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) First Pullman Corporation 182 1B Margaret Avenue Anapolis, Maryland	2 Secured Party(ies) and address(es) Century Factors, Inc. 444 Fifth Avenue New York, N.Y. 10018	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 present and hereafter acquired inventory as defined in the Uniform Commercial Code, wherever located, including but not limited to raw materials, work in process and finished goods; all proceeds and products of the foregoing, and documents relating thereto.

RECORD FEE 11.00
POSTAGE .50
#81084 0237 R02 115:28
JAN 31 85

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

Filed with:

FIRST PULLMAN CORPORATION
By: *[Signature]* Signature(s) of Debtor(s)
CENTURY FACTORS, INC.
By: *[Signature]* Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical
STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101



RECEIVED FOR RECORD
CIRCUIT COURT, N.A. COUNTY
1985 JAN 31 PM 3:33
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

11/50

LIBER - 482 PAGE 197

255153

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)
First Pullman Corporation
182 1B Margaret Avenue
Anapolis, Maryland

2 Secured Party(ies) and address(es)
Century Factors, Inc.
444 Fifth Avenue
New York, N. Y. 10018

4 This financing statement covers the following types (or items) of property:
A continuing security interest in all accounts, accounts receivable, notes and other choses in action, contract rights and general intangibles now existing or hereafter acquired together with merchandise returns and other goods represented thereby (delivered or undelivered) together with the proceeds thereof of whatever kind and nature.

RECORD FEE 11.00
POSTAGE 50
BOSTON 0237 102 115129
JAN 31 85

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

Filed with: FIRST PULLMAN CORPORATION CENTURY FACTORS, INC.
By: *[Signature]* By: *[Signature]*
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical
STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101



Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, D.A. COUNTY

1985 JAN 31 PM 3:33

E. AUBREY COLLISON
CLERK

1150

255159

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1

Identifying File No. _____

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

If transactions or transactions wholly or partially subject to recording are indicated amount of taxable debt here. _____

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

This financing statement dated 1-17-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Elizabeth Ann Beitler
Address Maple Park Lot 42 Jessup, Md. 20794

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

3. Maturity date of obligation (if any) _____

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

1 new 1985 Skyline mobile home 56 x 14 serial 0116U

Amount Financed : 12961.00

1985 JAN 31 PM 3:47
E AUDREY COLLISON
CLERK

BL
CLERK

RECORD FEE 11.00
POSTAGE .50
481491 0055 R02 T15:39
JAN 31 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)

Elizabeth Ann Beitler
(Signature of Debtor)

Elizabeth Ann Beitler
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Gilbert A. Mobley
(Signature of Secured Party)

Gilbert A. Mobley, President
Type or Print Above Signature on Above Line
M&M Mobile Homes, Inc.

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

1160
S

255100

LIBER - 482 PAGE 199

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)
Lessee

Millersville Supply Co.,
Inc.
Box 126
Millersville, Maryland 21108

2 Secured Party
Lessor

Associates Leasing, Inc.
9602-A Palmer Highway
Lanham, Maryland 20801

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

4 This financing statement covers the following types (or items) of property. The collateral described below is the subject of a True Lease and this Financing Statement is for information purposes only.

1985 Mack Cab & Chassis Model DM685SX S/N 1M2B122C-2FA055945 W/RMS 22' Steel Platform Body S/N RMS-0065 with Prentice Telstick Crane S/N Z28311 and Drywall Forks. DOCUMENT NOT SUBJECT TO RECORDATION TAX.

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

RECORD FEE 11.00
POSTAGE 50
JAN 31 1985

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 Courthouse

Millersville Supply Co., Inc.

Associates Leasing, Inc.

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

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

603469 Rev 12-80

1—FILING OFFICER—ALPHABETICAL

1985 JAN 31 PM 3:47
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CLERK ANNE ARUNDEL COUNTY

BL
CLERK

Mailed to Secured Party

STATE OF MARYLAND

LIBER - 482 PAGE 200

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.

RECORDED

This financing statement Dated JANUARY 16, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHARLES R HENNEBERGER AND BEULAH J HENNEBERGER

Address 19 JEFFERSON PL, ANNAPOLIS, MD, 21401

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) _____

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
#31101 COSS R02 110:52
FEB 1 1985

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)

Charles R Henneberger
(Signature of Debtor)

Mailed to Secured Party

CHARLES R HENNEBERGER

Type or Print Above Name on Above Line

Beulah Henneberger
(Signature of Debtor)
BEULAH HENNEBERGER

Ann F Focht
(Signature of Secured Party)
ANN F FOCHT

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

AUBREY COLLISON
CLERK

BL
CLERK

1200
JD



15/14 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 JANUARY 15, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WAYEMUST SCOTT AND ANNIE SCOTT
Address 1007 WATERBURY DR, CROWNSVILLE, MD, 21032

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
3 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 Living Room Set, 1 Bedroom Set, 1 Dining Room Set

RECORD FEE 12.00
POSTAGE .50
#81102 0055 R02 110:53
FEB 1 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)

Wayemust Scott
(Signature of Debtor)

WAYEMUST SCOTT
Type or Print Above Name on Above Line

Annie L Scott
(Signature of Debtor)

ANNIE L SCOTT
Type or Print Above Signature on Above Line

Allen F. Foehl
(Signature of Secured Party)

ALLEN F FOCHT

Type or Print Above Signature on Above Line

1985 FEB -1 AM 11:48

BL
CLERK

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

120
D

20551000

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):

Jacque G.G. Maynard; Brenda L. Maynard

Name or Names—Print or Type

1663 Crofton Center Crofton, MD 21114

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:

Huff & Associates, Inc.

Name or Names—Print or Type

9 Bernstein + Feldman PA 79 West Street Annapolis Md.

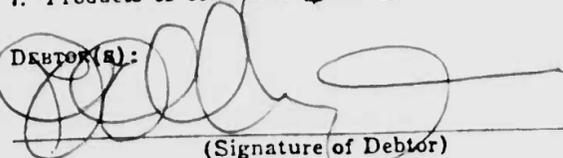
Address—Street No., City - County State Zip Code 21404

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 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.
3. All property of the business known as Ginny's Hallmark Shop.
- **
5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

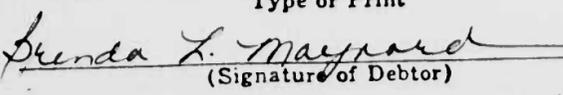
RECORDING FEE 12.00
 POSTAGE 50
 481103 0055 R02 110:59
 FEB 1 85

DEBTOR(S):



(Signature of Debtor)

Jacque G.G. Maynard
 Type or Print



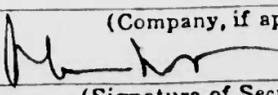
(Signature of Debtor)

Brenda L. Maynard
 Type or Print

SECURED PARTY:

Huff and Associates, Inc.

(Company, if applicable)



(Signature of Secured Party)

Alan W. Bernstein Esq. Agent
 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

Local Proc. Form F-1

1200/50

RECEIVED ENG. RECORD
 DISTRICT COURT, S.S. COUNTY

1985 FEB -1 AM 11:16

E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

BL CLERK

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

3 Maturity date (if any): cont

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

CIS Leasing Corp.
P.O. Box 6789
Syracuse, NY 13217

2 Secured Party(ies) and address(es)

The Bank of New York
443 S. Warren St.
Syracuse, NY 13202

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

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

Exempt From Recordation Tax

Schedule A attached. (Union Trust #80181)

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00
#81104 1055 102 110:54
FEB 1 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:

Filed with:

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented

By CIS Leasing Corp
[Signature]
Signature(s) of Debtor(s)

By The Bank of New York
[Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

SCHEDULE A

Schedule 30131 dated Oct. 3, 1984
between CIS Leasing Corp AND Union Trust Company of Maryland
and all rentals, payments, or other sums due thereunder, and
debtor's interest in certain equipment leased thereunder
together with all proceeds, accessions, accessories, attach-
ments, and parts affixed thereto or used therewith and all
substitutions and replacements therefor, such leased equipment
consisting of:

- (1) IBM 3624-012 Consumer Transaction Facility
S/N: 22573
- (8) IBM Mes' for 3624's including features
3701 and 4322 on base machine S/N:
20795, 15840, 20792, 16428
15634, 16419, 15809, 16427

RECEIVED FOR RECORD
CIRCUIT COURT, A.S. COUNTY

1984 FEB -1 AM 11:16

Mailed to Secured Party

1100

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 \$ 45,000.00. 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 \$ 327.50 1/24/85.

5. Debtor(s) Name(s) Alpha Holding Corporation Address(es) 6505 Ritchie Highway
T/A Romano's Restaurant Glen Burnie, Maryland 21061

6. Secured Party Maryland National Bank Address P. O. Box 17047
Attention: LOC - 020407 Baltimore, Maryland 21203

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

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

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

Alpha Holding Corporation T/A
Romano's Restaurant

_____(Seal)
F. Zografos- Vice Pres. (Seal)
P. Stamides- President (Seal)
 _____(Seal)

Secured Party
 Maryland National Bank
Ronald E. Lindbeck (Seal)
 Assistant Vice President
 Type name and title

RECORD FEE 12.00
 RECORD TAX 315.00
 POSTAGE .50
 #81111 0055 R02 111:06
 FEB 1 85

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

Form 207-95 ED 2/80

1200
 21500
 D



RECEIVED FOR RECORD
 CIRCUIT COURT, A. A. COUNTY
 1985 FEB -1 AM 11:16
 E. AUBREY COLLISON
 CLERK

RETURN TO:
 MARYLAND NATIONAL BANK
 ATTN: LEGAL DOCUMENTATION
 REVIEW UNIT
 P.O. BOX 17047
 BALTIMORE, MARYLAND 21203

Mailed to:
 0060491-9001

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 \$ 7,600.00. 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 Circuit Court for Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 Tyler's Country Clothes, Inc. Jumpers Mall, 8136 Ritchie Highway
 Pasadena, Maryland 21122

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Maryanna Warfield 100 S. Charles Street
Documentation Assestant 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: _____

Debtors Tyler's Country Clothes, Inc.
 BY: [Signature] (Seal)
Marvin Jacobs, President
 _____ (Seal)

RECORD FEE 11.00
 RECORD TAX 52.50
 POSTAGE 50
 #81112 1955 102 11:07
 FEB 1 85

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

Form 609-1, 82



Mailed to Secured Party

Handwritten calculations:
 52.50
 11.00
 50

 64.00

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1985 FEB -1 AM 11:16
 E AUBREY COLLISON
 CLERK

6145-6980

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) Thomas Wellons and Bobby Lee Viands	2. Debtor(s) Complete Address(es) P.O. Box 280 Deale, Maryland 20751	12-21-86
3. & 4. Secured Party(ies) and Complete Address(es) CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840	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) 1973-74 Mid Year John Deere 410 B Backhoe #189346T		
8a. (XXX) 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 (X) 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>12,078.</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s) <u>Thomas Wellons</u> <u>Bobby Lee Viands</u>		RECORD FEE 12.00 RECORD TAX 84.00 #81114 C055 R02 111:09 FEB 1 85
Signature(s) of Secured Party(ies) or Assignee(s) <u>Robert T. Dixon, Jr.</u> By <u>Credit Manager</u> (Title)		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY		
09-30		Printed in U. S. A.

1200
8400

BL
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

Mailed to Secured Party

1985 FEB -1 AM 11:16

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 12-27-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name POLLARD: Steven M.
Address 3816 Jancie Road, Fairfax, VA 22030

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

RECORD FEE 11.00
INDEX FEE .50
TOTAL 11.50
FEB 1 1985

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)

- 1977 37.1 Ton Heritage Fiberglass Hull # HYA370041175114
- 1976 25 HP Volvo Penta Diesel Engine # 25696

First Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109.

Home Anchorage/Winter: Galesville, MD

Mailed to Secured Party

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)

Steven M. Pollard
(Signature of Debtor)

Steven M. Pollard
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gary M. Robinson agent
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

11.00
Anne Arundel Co
1-17-85

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)

CIS Leasing Corp.
1000 James St.
Syracuse, NY 13203

2. Secured Party(ies) and address(es)

Wells Fargo Bank, N.A.
Eqpt. Leasing Ctr. #489
343 Sansome St., 6th Flr.
San Francisco, CA 94163

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:

IBM equipment as more fully described on Attachment A, attached hereto and made a part thereof. (Ref. Lessee: Union Trust Company of Maryland, # 80181)

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00
POSTAGE .50
#02635 0345 R01 110:15
FEB 1 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:

Filed with:

Clerk of Anne Arundel Circuit Court, MD

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

CIS Leasing Corp.

Wells Fargo Bank, N.A.

By: [Signature], A. Treasurer
Signature(s) of Debtor(s)

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

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)



11.00
-50

RECEIVED FOR RECORD
CIRCUIT COURT, A. A. COUNTY

1985 FEB -1 AM 11:23

Mailed to Secured Party

E. AUBREY COLLISON
CLERK

ATTACHMENT A

LESSEE: Union Trust Company of Maryland

SCHEDULE #: 80181

"All right, title and interest of CIS Leasing Corp. - in that certain Lease dated October 3, 1984, between CIS Leasing Corp., as Lessor and Union Trust Company of Maryland as Lessee, and all proceeds thereof, including Lease payments and other sums due or to become due under said Lease."

"All inventory that is a subject of said Lease (whether in the possession of debtor, as Lessor, or the Lessee named above), wherever located, and all modifications and attachments thereto, replacements thereof and substitutions therefor, in whole or in part, and all proceeds thereof."

See attached Schedules No. 80181.

EQUIPMENT DESCRIPTION

<u>QTY.</u>	<u>MFG.</u>	<u>MACHINE</u>	<u>MODEL/FEATURE</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>
(1)	IBM	(3624)	3701, 6302, 8C0252, 8C0254	Features to Base Machine:	(16628)

Mailed to Secured Party

EQUIPMENT LOCATION: Crown 5
941 Richie Highway
Severna Park, MD

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 Merritt Construction Services, Inc.
Address P. O. Box 216, 85 Ritchie Hiway, Pasadena, MD 21122 (AA Co.)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.
Address 1400 Joh Avenue, Baltimore, Maryland 21227

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

3. Maturity date of obligation (if any) _____

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

ONE (1) NEW Liebherr-America Model R 942HD SN 820 (Rental)

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)

na

(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)

na

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Merritt Construction Services, Inc.

Robert A. Moore 1/17/85
(Signature of Debtor)

ROBERT A. MOORE - PRES.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

Glenn S. Conklin
(Signature of Secured Party)

Glenn S. Conklin, Reg. Gen. Mgr.
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 FEB -1 AM 11:25

E. AUBREY COLLISON
CLERK

Mailed to Secured Party



11.00
58

RECORDING FEE
POSTAGE
#02853 0345
R01 T10:45
FEB 1 85
11.00
.50

LIBER - 482 PAGE 219

255172

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) Bercon Packaging, Inc. 8304 Sherwick Court Jessup, Maryland 20794	2 Secured Party(ies) and address(es) Security Pacific Business Credit, Inc. 1100 Superior Avenue, Suite 1418 Cleveland, Ohio 44114	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 machinery, equipment, furniture, fixtures and vehicles, now owned or hereafter acquired, together with all additions thereto and replacements thereto. All inventory, including raw materials, work in progress, finished goods and materials and supplies of any kind, now owned or hereafter acquired. All accounts receivable, contract rights, chattel paper, instruments, documents, general intangibles, and obligations owing to Debtor, now owned or hereafter acquired. All proceeds and products of the above.

RECORD FEE 11.00
POSTAGE .50
#02703 0040 R01 T11:31
FEB 1 85

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented:
 This financing statement is to be indexed in the real estate records of the county in which the real estate is situated.

Filed with: _____
This instrument prepared by Patrick J. Amer., Esq., 2000 Huntington Building, Cleveland, Ohio 44115

BERCON PACKAGING, INC.

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

SECURITY PACIFIC BUSINESS CREDIT, INC.

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

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1
Approved by The Secretary of State

The Ohio Legal Blank Co., Cleveland
Publishers and Dealers Since 1883

Filing Officer Copy — Alphabetical



RECEIVED FOR RECORD
CIRCUIT COURT, C.A. COUNTY

Mailed to Secured Party

1985 FEB -1 AM 11:37

E. AUBREY COLLISON
CLERK

10.5

LIBER - 482 213

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)
Kent Island Joint Venture
c/o Sturbridge Homes
2083 West Street
Annapolis, Maryland 21401

2. Secured Party(ies) and address(es)
The First National Bank of
Maryland
P.O. Box 1596
Baltimore, Maryland 21203
Attention: Commercial Real Estate Dept.

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 16.00
POSTAGE .50
#81249 COFF R02 T13:54
FEB 04 85

4. This statement refers to original Financing Statement bearing File No. 255044, Liber 481, Folio 92
Filed with Anne Arundel Co. F/S records filed December 28 19 84

- 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.

Amend the Financing Statement bearing file number shown above by deleting Exhibit A attached thereto and in lieu thereof inserting Exhibit X attached hereto and made a part hereof

No. of additional Sheets presented: 3

KENT ISLAND JOINT VENTURE

By: Robert Pascal, General Partner

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

THE FIRST NATIONAL BANK OF MARYLAND

By: Thomas Knapp, Vice President

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

RECEIVED
ANNAPOLIS COUNTY
1985 FEB -4 PM 1:58
E. AUBREY COLLISON
CLERK

BEGINNING for the same at a monument now set to replace a pipe called 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° 43' 25" West, 909.07',

to a point, thence,

(2) North 11° 48' 45" West, 120.46',

(3) South 78° 58' 27" West, 3.48',

(4) North 14° 27' 03" West, 143.86',

(5) South 78° 58' 57" West, 143.00',

to the east side of Maryland Route 552, thence running with Maryland Route 552,

(6) North 14° 43' 14" West, 146.09',

(7) North 40° 00' 20" East, 65.73',

to the south side of U.S. Route 50-301, thence running with said Route 50-301,

(8) South 84° 50' 30" East, 1078.83',

thence departing said U.S. Route 50-301 and running with the line common to Lots 1 & 2,

(9) South 02° 40' 08" East, 470.90',

to the point of beginning.

LIBER - 482 215

CONTAINING 9.887 Acres \pm as now surveyed by Dewberry & Davis,
Registered Professional Land Surveyors, in July, 1984,

SAVING AND EXCEPTING therefrom the following:

BEGINNING at a concrete monument now set on the northern
right-of-way line of Maryland Route 18 at a common corner between the
lands of John C. Lowery and Isabel Lowery Ewing as recorded among the
land records of Queen Anne's County, Maryland, in Liber 183 at Folio
18 and Liber 183 at Folio 21, respectively, thence leaving said point
so fixed and running with said northern right-of-way line with
meridian referred to Maryland State Grid North as surveyed by Dewberry
& Davis,

(1) North $80^{\circ} 43' 25''$ West, 370.00',

thence leaving said right-of-way line for a new line of
division,

(2) North $09^{\circ} 16' 35''$ East, 238.00',

(3) North $80^{\circ} 43' 25''$ West, 130.51',

(4) North $05^{\circ} 09' 30''$ East, 193.18',

to intersect the southern right-of-way line of U.S. Route 50 and
thence, running with said southern right-of-way line,

(5) South $84^{\circ} 50' 30''$ East, 418.00',

to a concrete monument now set, thence, leaving the right-of-way
line of U.S. Route 50,

(6) South $02^{\circ} 40' 08''$ East, 470.90',

to the point and place of beginning,

LIBER - 482 216

CONTAINING 3.9617 Acres \pm as now surveyed by Dewberry & Davis,
Registered Professional Land Surveyor, 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 TSP62 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 8495 and conveyed by deed recorded in Liber N.B.W. No. 8 at Folio 313.
4. Easement between Fifth Stevenson Properties, Corp. and James Franklin Ewing and Isabel Lowery Ewing dated May 18, 1982.

BEING part of the same property which by Deed dated December 27, 1984, and recorded in Liber MWM 224 Folio 384 was conveyed to Kent Island Joint Venture, a Maryland General Partnership by James Franklin Ewing and Isabel Lowery Ewing.

Return: Vincent A. Mulieri
P.O. Box 28
190 Duke of Gloucester St.
Annapolis, MD.
Mailed to: _____ 21407

255 173

LIBER - 482 PAGE 217

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

<p>1 Debtor(s) (Last Name First) and address(es) John W. Stott, D.V.M. 646 Teton Drive Lothian, MD 20711</p>	<p>2 Secured Party(ies) and address(es) Trans Leasing International 3000 Dundee Road Northbrook, IL 60062</p>	<p>3 Maturity date (if any)</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>RECORD FEE 10.00 #01138 0055 R02 108:52 FEB 04 85</p>
<p>4 This financing statement covers the following types (or items) of property:</p> <p>1 WM-WIC50 imaging system (ultrasound unit) 3.2MHZ/115VAC console 11133, monitor KA 2650438; VCR 32772037</p> <p>NOT SUBJECT TO RECORDATION TAX</p> <p>#84-4447-85-164</p>		<p>5 ASSIGNEE OF SECURED PARTY Bank of Northfield 400 Central Ave. Northfield, IL 60093</p> <p>1985 FEB - 4 AM 9:09 RECEIVED FOR RECORDATION CLERK E. AUSTRELY COLLISON</p>
<p>6 Complete only when filing with Judge of Probate: The initial indebtedness secured by the financing statement is \$</p>		
<p>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:</p>		
<p>Filled with: Clerk of Court - Anne Arundel County, MD</p>		
<p>John W. Stott, D.V.M.</p>	<p>Trans Leasing International</p>	
<p>By: See attached document Signature(s) of Debtor(s)</p>	<p>By: <i>[Signature]</i> Signature of Secured Party Assistant Vice President</p>	

(STANDARD)
(1) FILING OFFICER COPY - ALPHABETICAL

10.00





TRANS LEASING INTERNATIONAL®

3000 Dundee Road, Northbrook, Illinois 60062

Area Code 312-272-1000

800-323-1180 - TOLL FREE

LIBER - 482 PAGE 218

LEASE NO. Always Refer To
84 4447 80-164

LESSEE
 NAME **John W. Stott, D.V.M.**
 ADDRESS **646 Teton Drive**
 CITY **Lothian, MD 20711**
 STATE
 COUNTY

NAME AND ADDRESS OF SUPPLIER
Wes-Med
18500 68th Avenue Northeast
Bothell, WA 98041-3001

(CHECK ONE) CORPORATION PARTNERSHIP PROPRIETORSHIP

NAME AND PHONE # OF PERSON TO CONTACT **301/627-8668**

SUPPLIER'S MAN NAME AND PHONE # **Bob Sentz 206/481-2548**

QUANTITY	DESCRIPTION MODEL NO., CATALOG NO., SERIAL NO., OR OTHER IDENTIFICATION	PRICE
1	Ultrasound Unit	\$ 7,995.00
	SALES TAX (IF APPLICABLE)	N/A

TERMS OF LEASE PAYMENT		EQUIPMENT LOCATION: IF OTHER THAN ABOVE ADDRESS OF APPLICANT		TOTAL COST	
LEASE PAYMENT	219.86			\$ 7,995.00	
RENTAL TAX IF APPLICABLE	10.99				
INSURANCE COST IF APPLICABLE					
TOTAL PAYMENT PER PERIOD	230.85				
		LESSEE'S DEPOSIT		RENEWAL TERMS RENTAL PAYABLE ANNUALLY IN ADVANCE	
PAYMENTS WILL BE MADE	EFFECTIVE DATE OF LEASE	INITIAL TERM OF LEASE (No Months)	NO OF LEASE PAYMENTS	1ST MONTHS RENT	SECURITY DEP
X	1/17/85	60	60	\$ 230.85	\$ 0.00

TERMS AND CONDITIONS OF LEASE

1. LEASE LESSOR hereby leases to LESSEE and LESSEE hereby hires and takes from LESSOR, the personal property set forth on the EQUIPMENT Schedule above with all replacement parts, additions, accessories incorporated therein and/or affixed thereto, hereinafter referred to as EQUIPMENT.

2. RENTALS During and for the original term hereof LESSEE hereby agrees to pay LESSOR as and for rental of the EQUIPMENT the amounts specified above as monthly or other calendar period rental multiplied by the number of months or periods specified above. The first rental payment shall be made on the effective date as set forth above. In the event the effective date is omitted when the LEASE is executed by the LESSEE, the LESSOR shall insert the effective date of this LEASE which shall be the expected date of delivery of EQUIPMENT. Subsequent monthly or other period rental payments shall be due on the same day of subsequent months or other calendar periods as the effective date of this LEASE. All payments shall be made at the office of the LESSOR at 3000 Dundee Road, Northbrook, Illinois 60062, or as otherwise directed by the LESSOR in writing.

3. SECURITY DEPOSIT At the LESSOR'S option any security deposit made hereunder may be applied by LESSOR to cure any default of LESSEE in which event LESSEE shall promptly restore the security deposit in its full amount as set forth above. IF ALL THE CONDITIONS HEREIN ARE FULLY COMPLIED WITH THE SECURITY DEPOSIT SHALL BE REFUNDED TO THE LESSEE WITHIN 30 DAYS AFTER THE RETURN OF THE EQUIPMENT TO THE LESSOR AT THE TERMINATION OF THE ORIGINAL TERM HEREOF OR OF ANY RENEWAL TERM.

4. WARRANTIES LESSOR will request the supplier to authorize LESSEE to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to LESSEE or LESSOR, BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. The Lessee also acknowledges that the Lessor has made no representation or warranty of any kind, nature or description, express or implied, with respect to the Equipment.

5. TERM AND RENEWAL The original term of this LEASE shall commence on the effective date as set forth above and shall terminate upon the expiration of the number of months, or other calendar periods, set forth above from said date. Provided LESSEE has carried out all the terms and conditions of this LEASE on LESSEE'S part to be kept and performed, LESSEE shall have the option to renew this LEASE for additional periods of one year each beginning the day following the date of termination of the original term of this LEASE and ending one year thereafter. Rentals during any such yearly renewal period shall be as indicated above and shall be payable in advance. During any such renewal period, all of the provisions of this LEASE shall govern except original term rental rates. Notice in writing of renewal shall be addressed to LESSOR at least 60 days in advance of the expiration of the original term hereof or of any subsequent renewal term.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON REVERSE SIDE WHICH ARE MADE PART THEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ.

IN WITNESS WHEREOF THE LESSEE HAS HEREBY EXECUTED THIS NON CANCELLABLE LEASE THIS 21 DAY OF DECEMBER 19 84

ACCEPTED 1/17 85

TRANS LEASING INTERNATIONAL Lessor
 BY Denise Breyer
 TITLE Asst Vice President

THE PARTIES BELOW EXECUTE THIS LEASE AS CO LESSEES HEREUNDER NAME OF LESSEES

1. John W. Stott, D.V.M.
 SIGNED BY John W. Stott, D.V.M. Seal
 TITLE _____ (INDICATE CORPORATE OFFICER, GENERAL PARTNER, OWNER, ETC.)

2. _____
 SIGNED BY _____ Seal
 TITLE _____ (INDICATE CORPORATE OFFICER, GENERAL PARTNER, OWNER, ETC.)

SIGNED BY John W. Stott, D.V.M. Seal
 (INDIVIDUALLY WITH PERSONAL LIABILITY)

LEASE COPY-4

6. **EQUIPMENT AND LIABILITY** LESSOR, at the request of LESSEE, has ordered or shall order the EQUIPMENT described above from a supplier selected by LESSEE. LESSOR shall not be liable for specific performance of this LEASE or for damages, if, for any reason, supplier fails to accept such order or delays or fails to fill the order. LESSEE agrees to accept such EQUIPMENT and authorizes LESSOR to add the serial number of the EQUIPMENT to this LEASE.

LESSOR shall not be liable to LESSEE for any loss, damage or expense of any kind or nature, caused directly or indirectly by any EQUIPMENT leased hereunder or the use or maintenance thereof; the repair, servicing or adjustment thereto, or for any delay or failure to provide any thereof, any interruption of service or loss of use of the EQUIPMENT, or for any loss of business or damage whatsoever and howsoever caused.

7. **ERRORS IN ESTIMATED COST** 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. The amount of each rent payment, the security deposit, and the renewal rental initially set forth above are based on the total cost initially set forth, which is an estimate, and each shall be adjusted proportionally if the actual cost of the EQUIPMENT differs from said estimate. LESSEE hereby authorizes LESSOR to correct the figures set forth above when the actual cost is known, and to add to the amount of each rent payment any sales or other tax that may be imposed on or measured by rent payments. If the actual cost of the EQUIPMENT differs from the estimated cost by more than ten percent (10%) thereof, however, either party at its option may terminate this LEASE by giving written notice to the other party within fifteen (15) days after receiving notice of the actual cost or the corrected rent.

8. **PLACE OF USE** LESSEE shall keep the EQUIPMENT at its place of business as specified above. LESSEE covenants and agrees not to allow the use of the EQUIPMENT by other than the employees of the LESSEE and covenants and agrees not to rent or sublet the EQUIPMENT or any part thereof to others for their own use.

9. **USE AND RETURN OF EQUIPMENT** The LESSEE shall exercise due and proper care in the use, repair and servicing of the equipment and at all times and at its expense shall keep and maintain the leased property in good working condition, order, and repair. The LESSEE shall make no alteration to the leased property without the prior written consent of the LESSOR. Upon the expiration or termination of this LEASE, LESSEE at its sole expense shall forthwith properly pack and return the EQUIPMENT to LESSOR, at such place designated by LESSOR within the Continental United States, in the same condition as when received by LESSEE, reasonable wear and tear alone excepted. All replacement parts, additions and accessories incorporated in or affixed to the EQUIPMENT after the commencement of this LEASE shall become the property of LESSOR.

10. **INSURANCE** LESSEE shall at its own expense keep the EQUIPMENT insured against such risks, in such amounts, including the amount of the replacement value of the EQUIPMENT, in and with such companies as LESSOR shall determine. Said insurance shall provide for loss, if any, payable to the LESSOR. LESSEE shall have no Pro Rata interest in any such policies or the proceeds thereof. Subject to the provisions of paragraph 21 with regard to risk of loss, and without limiting such provisions in the case of any loss or damage covered by insurance, and only to the extent that such loss or damage is covered by such insurance, the proceeds of such insurance shall be applied, at the option of LESSOR, (a) toward the replacement, restoration or repair of EQUIPMENT which may be lost, stolen, destroyed or damaged or (b) toward the obligations of LESSEE for rent hereunder. In the event the 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. In the event the LESSOR elects to apply insurance proceeds to the payment of LESSEE'S obligations for rent hereunder, the LESSEE'S obligations for or the rent hereunder shall be reduced by the amount of such insurance proceeds, but the LESSEE shall be liable for any additional rents due. Such reduction of rents shall be allocated solely to the item or items lost, stolen, damaged or destroyed.

11. **TAXES** The LESSEE shall pay all taxes and assessments (and interest and penalties, if any, thereon) which may be levied, directly or indirectly, against the EQUIPMENT or any interest therein or with respect to the ownership, possession or use thereof, whether such taxes are levied against the LESSOR or the LESSEE. Such taxes to be paid by the LESSEE shall include, without limitation, property, sales, rent, lease, and use taxes and any other tax measured by the gross rent payable hereunder, but shall not include net income or franchise taxes payable by the LESSOR. If such taxes are levied against the LESSOR, it shall notify the LESSEE of such fact. The LESSOR shall have the right, but not the obligation, to pay any such taxes, whether levied against the LESSOR or the LESSEE. In such event the LESSEE shall reimburse the LESSOR therefor within five days after receipt of invoice and for the failure to make such reimbursement when due the LESSOR shall have all remedies provided herein with respect to the nonpayment of the rental hereunder.

12. **TITLE** All said EQUIPMENT shall remain personal property and the title thereto shall remain with the LESSOR, exclusively. LESSEE shall keep the EQUIPMENT free from any and all liens and encumbrances. LESSEE shall give LESSOR immediate notice of any attachment or other judicial process, liens or encumbrances affecting the EQUIPMENT and shall indemnify and save LESSOR harmless from any loss or damage caused thereby.

13. **FILING** LESSEE hereby authorizes LESSOR to file this LEASE, any financing statements or security agreements with respect to the EQUIPMENT or any collateral provided by LESSEE to LESSOR prior to or following LESSOR'S acceptance of this LEASE, in any state of the United States. LESSEE further authorizes LESSOR to file such LEASE, financing statement or security agreement without the signature of LESSEE thereon. LESSEE shall execute such supplemental instruments and financing statements if LESSOR deems such to be necessary or advisable and shall otherwise cooperate to defend the title of the LESSOR by filing or otherwise.

14. **RIGHT OF INSPECTION** The LESSOR, its agents, dealers, and representatives, shall have the right at any time during usual business hours to inspect the EQUIPMENT and for that purpose to have access to the location of the EQUIPMENT.

15. **NON-WAIVER** LESSOR'S failure at any time to require strict performance by LESSEE of any of the provisions hereof shall not waive or diminish LESSOR'S right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. LESSOR'S rights hereunder are cumulative and not alternative.

16. **POSSESSION** LESSOR covenants to and with LESSEE that LESSOR is the lawful owner of said EQUIPMENT free from all encumbrances, and that, conditioned upon LESSEE performing the conditions hereof, LESSEE shall peacefully and quietly hold, and use the EQUIPMENT during said term without hindrance.

17. **DEFAULT**, If LESSEE fails to pay any rent or other amount herein provided within Five (5) days after the same is due and payable, or if LESSEE fails to observe, keep or perform any other provision of this LEASE required to be observed, kept or performed by LESSEE, or if LESSEE ceases doing business as a going concern, or if a petition is filed by or against LESSEE under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement), or if a receiver is appointed for LESSEE or its property, or if LESSEE commits an act of bankruptcy, or becomes insolvent, makes an assignment for the benefit of creditors, or offers a composition or extension of any of its indebtedness, or if LESSEE, without LESSOR'S prior consent, attempts to remove or sell or transfer or encumber or sublet or part with the possession of said EQUIPMENT, or if LESSOR deems itself insecure, then LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (a) To declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE, (b) To sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent due and to become due during the term of this LEASE, as well as all attorneys' fees and other expenses incurred by LESSOR in an attempt to enforce the provisions of this LEASE, (c) To sue for and recover damages for the LESSEE'S default, or (d) To take possession of any or all items of EQUIPMENT without demand or notice wherever same may be located without any Court Order or other process of law. Upon retaking possession of any or all items of EQUIPMENT, the LESSOR at its option may (i) lease repossessed EQUIPMENT or any part thereof to any third party on such terms and conditions as the LESSOR may determine or (ii) sell the EQUIPMENT or any part thereof to the highest bidder at public auction or at private sale and may credit the amount so realized less all expenses, including attorneys' fees, incurred in connection with such disposition to the unpaid balance of rent due and hereunder. LESSEE hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this LEASE and shall not relieve LESSEE of its original obligation hereunder unless LESSOR expressly so notifies LESSEE in writing. In addition, the LESSOR shall have upon default such other and further remedies and rights as may be available at law by reason of the LESSEE'S default.

18. **ASSIGNMENTS** Neither this LEASE or the LESSEE'S rights hereunder shall be assignable by the LESSEE herein except with LESSOR'S written consent. LESSOR shall have the right to assign this LEASE or any part thereof. If LESSOR assigns the rents reserved herein or all or any of the LESSOR'S other rights hereunder, or amounts equal thereto, 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 Assignee by LESSEE 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. On receipt of notification of such assignment, LESSEE, subject to its rights hereunder, shall become the pledgeholder of the EQUIPMENT for and on behalf of the Assignee and will relinquish possession thereof only to the Assignee or pursuant to its written order. LESSEE, on receiving notice of any such assignment, shall abide thereby and make payments 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 look only to LESSOR for performance thereof.

19. This lease and every part thereof, shall be binding upon the LESSEE, and upon the heirs, legal representatives, successors, and assigns of the LESSEE, and shall inure to the benefit of the LESSOR, its successors, legal representatives and assigns.

20. **LIABILITY** LESSEE shall indemnify and save LESSOR harmless from any and all claims, actions, proceedings, expenses, damages and liabilities including attorneys' fees arising in connection with the EQUIPMENT including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation, maintenance, leasing, return and any acts of the LESSEE in failing to maintain the EQUIPMENT IN GOOD REPAIR.

21. **RISK OF LOSS** LESSEE hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the EQUIPMENT from any cause whatsoever and no loss, theft, damage or destruction of EQUIPMENT shall relieve LESSEE of the obligation to pay rent or any other obligation of this LEASE and this LEASE shall remain in full force and effect. LESSEE shall promptly notify LESSOR in writing of any such loss, theft, damage or destruction of the EQUIPMENT. In the event of damage of any kind whatever to any item of EQUIPMENT (unless the same is damaged beyond repair), 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 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 an amount equal to the aggregate amount of unpaid total rent for the balance of the term of the LEASE, or the amount of the unpaid total rent allocated to the item or items involved, as the case may be. Upon such payment this LEASE shall terminate with respect to the EQUIPMENT or items thereof so paid for, and LESSEE thereupon shall become entitled thereto as-is-where-is, without warranty, express or implied, with respect to any matter whatsoever.

22. **MISCELLANEOUS**. All notices relating hereto shall be mailed to LESSOR or LESSEE at its respective address above shown or at any later address last known to the sender. This LEASE is irrevocable for the full term hereof and for the aggregate rental herein reserved, and the rent shall not abate by reason of termination of LESSEE'S right of possession and/or the taking of possession by LESSOR or for any other reason. If more than one LESSEE is named in this LEASE, the liability of each shall be joint and several.

Delinquent installments of rental shall bear interest at the highest lawful rate. If LESSOR supplies LESSEE with labels, LESSEE shall label any and all items of EQUIPMENT and shall keep the same affixed in a prominent place. Labels shall bear the legend "Property of Trans Leasing International, LESSOR." In the event this lease is placed in the hands of an attorney to recover any monies due and to become due hereunder and/or for the possession of the equipment, LESSEE shall pay to LESSOR the sum of 15% of the balance due hereunder, if permitted by law, as attorneys' fees, and in no event less than \$50.00.

23. This agreement shall be deemed to have been made and executed in Cook County, Illinois, regardless of the order in which the signatures of the parties shall be affixed hereto, and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Illinois. The LESSEE hereby designates Richard Grossman, 3000 Dundee Road, Northbrook, Illinois 60062 as agent for the purpose of accepting service of any process within the State of Illinois, and the said agent agrees to forward by certified mail any process served upon him to the LESSEE at its address as set forth above.

24. **SEVERABILITY**. If any provision hereof or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof, including remaining default remedies, shall be given effect in accordance with the manifest intent hereof.

25. **ENTIRE AGREEMENT, WAIVER**. This instrument constitutes the entire agreement between the parties. No supplier or agent thereof is authorized to bind LESSOR or to waive or modify any term hereof. No waiver by LESSOR of any provision hereof shall constitute a waiver of any other matter.

Mailed to Secured Party

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 26

Page No. 483

Identification No. 17590

Dated February 16, 1965

1. Debtor(s) { CRAWFORD, Amos A. and Genevieve, His Wife
Name or Name:—Print or Type
129 Roselawn Road 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 21202
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) February 1, 1995

4. Check Applicable Statement:

Mailed to Secured Party

<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>

RECORDED FEE 10.00
MORTGAGE .50
#02769 0345 R01 T09:05
FEB 04 85

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 28th day of December 19 84

WITNESS:

BY: WYE MORTGAGE CORPORATION

Hilda M. Benny

E. Philip Brady, Jr., Executive Vice President

Hilda M. Benny

Nancy L. Shauck, Vice President

As its "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County Liber 3380, Folio 606.)

P-1353

10-3
8

1965 FEB -4 AM 9:18
E. AUDREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 12/31/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name M. D. J. Co.

Address 2096 General Highway, Annapolis, MD 21401

2. SECURED PARTY

Name SIMS CRANE SERVICE, INC.

Address 6429 Harney Rd., Tampa, FL 33680

ALSO ASSIGNEE of AMCA INTERNATIONAL FINANCE CORPORATION
SECURED PARTY 200 Executive Drive, Brookfield, WI 53005
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) Koehring Lorain Model MC35H Carrier-mounted Hydraulic Crane, S/N 36218, equipped with 105' main boom, 50' jib, hook block and ball and auxillary winch.

E AUDREY COLLISON
CLERK

1985 FEB - 4 AM 9:21

RECORDED FOR RECORD
COURT COUNTY BALTIMORE

Mailed to Secured Party

RECORD FEE 11.00
POSTAGE .50
481161 0237 R02 109:20
FEB 04 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)

Donald E. Wilder
(Signature of Debtor)

M. D. J. Co.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

SIMS CRANE SERVICE, INC.
Type or Print Above Signature on Above Line

11/30

AA
County

LIBER - 482 PAGE 222

MARYLAND TERMINATION STATEMENT

Date 12/7, 19684

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: Frank Rousch
1806 Quebec St
Severn Md 21156

2. Secured Party and address (Type complete corporate name):
Thorn Credit Inc
10000 Rte 217
Severna Park Md 20737

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 468 Page 172 identifying #219999

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.

RECORDED
INDEXED
FEB 04 1985
10:52

SECURED PARTY

Mailed to Secured Party

Thorn Credit Inc
(TYPE COMPLETE CORPORATE NAME)
By: William H. Greene
MANAGER

(Type signature below name)

AE 2/64

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

E. AUBREY
CLEAN

1985 FEB -4 AM 9:57

RECEIVED
CIRCUIT COURT
COUNTY

CR
DEPT

2/8

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) Solomon, Joel L. & Olivia H. 2342 Citation Court Reston, Virginia 22091	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 9811781 0055 1002 109:53 FEB 04 85
4. This statement refers to original Financing Statement bearing File No. <u>248341 Liber 464 Pg 171</u>		
Filed with <u>Anne Arundel Co.</u> Date Filed <u>7/28</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.		

1-18-85

No. of additional Sheets presented: _____

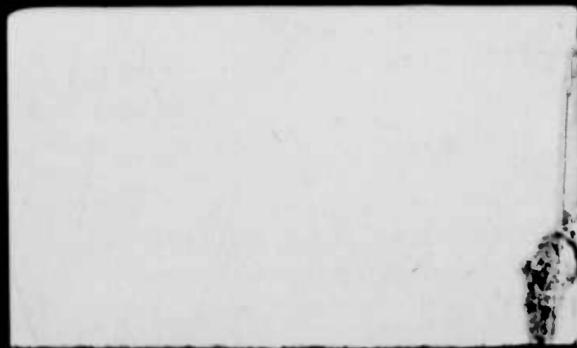
By: _____ BERKELEY FEDERAL SAVINGS & LOAN
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable) By: [Signature]
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

1008

RECEIVED IN RECORDS
CHIEF CLERK
1985 FEB -4 AM 9:57
E. AUBREY COLLISON
CLERK

Mailed to Secured Party



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 addresses)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
Kerry J. and Kathryn Thompson 1682 Justin Drive Gambrills, MD 21054	AMVEST Capital Corporation One Boar's Head Place P.O.Box 5347 Charlottesville, VA 22905	

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

Lease # _____ dated December _____, 1984, between Kerry J. and Kathryn Thompson ("Lessee") and AMVEST Capital Corporation ("Lessor"), and the 9 year old Thoroughbred gelding, RULLAH KNIGHT, leased thereunder.

ASSIGNEE OF SECURED PARTY

NOT SUBJECT TO RECORDATION TAX
RECORD FEE 12.00
POSTAGE .50
481179 0055 R02 109:54
FEB 04 85

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, Annapolis, MD

By: Kerry J. Thompson
Signature(s) of Debtor(s)

By: AMVEST Capital Corporation
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

1985 FEB 4 AM 9:57
AUBREY COLLISON
CLERK

Mailed to Secured Party



Gene Brandel

LIBER - 482 PAGE 225

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 241077

RECORDED IN LIBER 445 FOLIO 475 ON Jan. 8, 1982 (DATE)

1. DEBTOR

Name Phelps Brothers Landclearing, Inc.
Address P.O. Box 66, Lokus Road, Odenton, Maryland 21113

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 <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>One (1) Caterpillar Model 977L Traxcavator, S/N 11K8162 with Model TXC977 Clamp Rake; One (1) Caterpillar Model 977 L Traxcavator, S/N 11K8124 with Fleco Model TXC977 Clamp Rake, Model 183 Hyd. Control S/N 41V8786, and Fleco Rade, S/N 82337; One (1) Caterpillar Model 977K Traxcavator, S/N 11K3372; One (1) Caterpillar Model 977L Traxcavator, S/N 11K4545; One (1) Fiat Allis Model FL-14B Crawler Loader S/N 011266 and all other attachments, accessories and replacements pertaining thereto.</p>	
	<p>_____</p>	

E. AUBREY COLLISON
CLERK
1985 FEB -4 AM 10:49
RECEIVED IN RECORD
DEPT. OF COMMERCE
BALTIMORE COUNTY

Mailed to Secured Party

RECORD FEE 10.00
POSTAGE .50
#91183 0237 R02 T10:17
FEB 04 85

Dated January 23, 1985

GENERAL ELECTRIC CREDIT CORPORATION
Kristin Lorsung
(Signature of Secured Party)
KRISTIN LORSUNG
Type or Print Above Name on Above Line

Acct # 316170

16 50

Anne Arundel 213 303918 1/12 A

Buyer's (Debtor's) Name (Last name first) <u>Richard D Perry</u>	Purchaser's Mailing Address <u>12 Ashcroft Ct Annapolis, md 21012</u>	Zip Code <u>21012</u>
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name <u>Annapolis 4A Rental</u>	Seller's Address <u>1917 Lincoln Dr Annapolis, Md</u>	Zip Code <u>21401</u>
BUYER'S SOC. SEC. NO. (First Signer) <u>213 30 3918</u>		

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	314	Lawn/Garden Tractor	227172
1	N	JD	46	Mower	511674
1	N	01110		Dump Cart	

RECEIVED FOR RECORD
 CLERK COUNTY OF ANNE ARUNDEL
 1985 FEB -4 AM 10:49
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party



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
 #01185 C237 R02 T10:19
 FEB 04 85

Transaction (15) (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**
 P.O. Box 4949
 SYRACUSE NY 13221

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 4949
 Syracuse, N.Y. 13201

Debtor resides in Anne Arundel, md (County) Note dated and signed 1/12/85 (Date) Debtor's Telephone No. (301) 757-5324

Richard D Perry (Debtor's Signature) Richard D. Perry (Debtor's Name)
Annapolis 4A RENTAL (Seller's Name)
David B Graham (Seller's (Secured Party) Signature)
 (Do not write below this line) David B. Graham, V.Pres.

1250

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 Melvin B. Clow, Jr. T/A Melvin Clow Trucking
Address 3411 Hazelwood Road, Edgewater, Maryland 21037

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Road, Baltimore, Maryland 21227
Credit Alliance Corporation, P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

Assignee of Secured Party

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Melvin B. Clow, Jr. T/A Melvin Clow Trucking

Melvin B. Clow, Jr.
(Signature of Debtor)

Melvin B. Clow, Jr.
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 34.00
POSTAGE 50
581195 0237 R02 110:28
FEB 09 85

1985 FEB -4 AM 10:50
E. ANDREW COLLESON
CLERK

BL
CLERK

3450

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: Melvin B. Clow, Jr. T/A Melvin Clow Trucking
1800 Sulphur Spring Road, Baltimore, MD 21227 3411 Hazelwood Road, Edgewater, MD 21037

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 F2275 Tractor, Vehicle S/N IHSZBJ8RFHA13506 w/300 cummins engine, 9 speed Fuller Transmission, 40,000lb. Rears, Air Conditioning, power steering.

(1) TIME SALES PRICE \$87,108.00
(2) Less DOWN PAYMENT IN CASH \$ 6,243.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$80,865.00
The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:
3411 Hazelwood Road, Edgewater, MD 21037
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 Eighty thousand eight hundred sixty five and 00/100***** Dollars (\$ 80,865.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 14th 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 \$ 1,347.75 and the final installment being in the amount of \$ 1,347.75

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 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: December 13, 19 84

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

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

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

Melvin B. Clow, Jr. T/A Melvin Clow Trucking (SEAL) (Print Name of Buyer-Maker Here)

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

By: _____

This instrument prepared by _____

2

LIBR - 482 PAGE 229

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 R. 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 R. 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)

EXHIBIT - 482 PAGE 230

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 13, 1984

between Beltway International Trucks, Inc. as Seller/Lessor/Mortgagee and Melvin B. Clow, Jr., T/A Melvin Clow Trucking, 3411 Hazelwood Road, Edgewater, MD 21037
(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 unmaturing 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

\$ 80,865.00
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13th day of December, 19 84

Beltway International Trucks, Inc. (SEAL)
Seller/Lessor/Mortgagee

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

Mailed to Secured Party

CA 15A

This 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): M & M Mobile Homes, Inc. 8315 Washington Blvd. Jessup, Maryland 20794	2. Secured Party(ies) Name(s) And Address(es): General Electric Credit Corporation 2100 Rexford Rd. Ste. 215 Charlotte NC 28211	
3. (a) This statement refers to original Financing Statement bearing File No. 219460 Filed with Anne Arundel Cnty Date Filed 8/23 19 78 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>		For Filing Officer
4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.		
5. <input type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)		
6. <input type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in item 9 have been assigned to the assignee whose name and address appear in item 9.		
7. <input checked="" type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.		
8. <input type="checkbox"/> Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.		
9. Amend collateral to read: All inventory, wherever located, whether new, used or repossessed, presently owned or hereafter acquired, and all equipment, present and future, used or intended for use in connection therewith, and all accounts, contract rights, documents, accounts receivable, general intangibles, chattel paper, books and records, presently existing or hereafter arising; together with any such property returned to or repossessed by the debtor and all present and future accessions to, substitutions for, products and proceeds of any of the foregoing; all reserves of any type, description or origin, established at any time by Secured Party, and all funds or property of the Debtor in possession of Secured Party, or in transit to or from Secured Party. Inventory includes but is not limited to mobile homes, manufactured homes, modular homes, motorhomes, travel trailers, camper units, and recreational vehicles.		

RECORD FEE 10.00
#81195 1237 R02 T10:30
FEB 04 85

10. Signatures:
 M & M Mobile Homes, Inc. _____
 By Quita Mobile PA Debtor(s) (necessary only if item 7 is applicable)
 General Electric Credit Corporation _____
 By J. Crawford Secured Party (leg)
 Standard Form Approved by N. C. Sec. of State and other States shown above.

FINANCING STATEMENT CHANGE

UCC-3

RECEIVED FOR RECORD
 CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
 1985 FEB -4 AM 10:50
 E. AUBREY COLLISON
 CLERK

Mailed to Secured Party



10

LIBER - 482 PAGE 232

255473

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

<p>1 Debtor(s) (Last Name First) and address(es) First Pullman Corporation 182 1B Margaret Avenue Anapolis, Maryland</p>	<p>2 Secured Party(ies) and address(es) Century Factors, Inc. 444 Fifth Avenue New York, New York 10018</p>	<p>3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #81212 0055 R02 T11:07 FEB 04 85</p>
---	--	--

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

All present and hereafter acquired inventory as defined in the Uniform Commercial Code, wherever located, including but not limited to raw materials, work in process and finished goods; all proceeds and products of the foregoing, and documents relating thereto.

Not subject to recordation tax.

RECEIVED FOR RECORD
 COUNTY CLERK
 1985 FEB -4 AM 11:07
 E. AUGREY COLLISON
 CLERK

Mailed to Secured Party

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

Filed with: Department of Assessments and Taxation

FIRST PULLMAN CORPORATION
By: Amy Jenton
Signature(s) of Debtor(s)

CENTURY FACTORS, INC.
By: [Signature]
Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

11/20/85

LIBER - 482 PAGE 233

255170

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)
First Pullman Corporation
183 1B Maragaret Avenue
Anapolis, Maryland

2 Secured Party(ies) and address(es)
Century Factors, Inc.
444 Fifth Avenue
New York, N.Y. 10018

RECORD FEE 11.00
POSTAGE 50
#81211 0055 R02 11:06
FEB 04 85

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

A continuing security interest in all accounts, accounts receivable, notes and other choses in action, contract rights and general intangibles now existing or hereafter acquired together with merchandise returns and other goods ~~xxxx~~ represented thereby (delivered or undelivered) together with the proceeds thereof of whatever kind and nature.

Not subject to recordation tax.

Mailed to Secured Party

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

Filed with: County of Ann Arundel
FIRST PULLMAN CORPORATION
By: Amy Fenton
Signature(s) of Debtor(s)

CENTURY FACTORS, INC.
By: [Signature]
Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical
STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

RECEIVED FOR RECORD
CLERK COLLISION
1985 FEB -4 AM 11:07
E. AUBREY COLLISON
CLERK



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Stratton, Calvin R. d/b/a Stratton's Small Engine Repairs
Address Box 19, Patuxent Mobile Estates, Lothian, MD 20711

2. SECURED PARTY

Name Allegheny International Credit Corporation
Address One Allegheny Square, Suite 880, Pittsburgh, PA 15212

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

3. Maturity date of obligation (if any) _____

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

SEE ATTACHED DESCRIPTION OF COLLATERAL

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Calvin R. Stratton
(Signature of Debtor)

Calvin R. Stratton, Owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Gerstel
(Signature of Secured Party)

John Gerstel, Manager, Credit Services
Type or Print Above Signature on Above Line

RECORD FEE 11.00
401215 1055 R02 11:11

FEB 04 85

1985 FEB -4 AM 11:21
E. ALLEGHENY COUNTY COLLIERY
Mailed to Secured Party

1100

This schedule is attached hereto and made a part hereof a Financing Statement - Form UCC-1 - between ALLEGHENY INTERNATIONAL CREDIT CORPORATION as Secured Party and Stratton, Calvin R. d/b/a Stratton's Small Engine Repairs (Dealer's Company Name) as Debtor.

DESCRIPTION OF COLLATERAL

PROCEEDS COVERED

- (a) Including, but not limited to, all walk-behind mowers, riding mowers, tractors, tillers, furnaces, heaters, snow-throwing equipment, chain saws, garden plows, press washers, lawn trimmers, log lifters, log splitters, gas and electric grills, electronic insect control, trailers, post hole drills, outdoor sweepers, engines, solar panels, stoves, go-carts, pumps, generators, aerators and other equipment, including parts and accessories relating thereto which secured party has advanced funds against;
- (b) Replacements and substitutions for all such inventory;
- (c) All returned or repossessed goods; and
- (d) The proceeds of all of the foregoing items, including all accounts or contract rights arising from the sale or lease or agreement to sell or lease of all or any part of the foregoing.

Stratton, Calvin R. d/b/a

Stratton's Small Engine Repairs
(Dealer's Company Name)

By X Calvin R. Stratton
(Dealer's Signature)

PROCEEDS COVERED
ALLEGHENY INTERNATIONAL CREDIT CORPORATION

By [Signature]
CC/ff/65

LIBR - 487100 200

Mailed to Secured Party

LIBER - 482 PAGE 236 ORIGINAL OR SUBSEQUENT FINANCING STATEMENT
 (Uniform Commercial Code—Secured Transactions—Virginia)
 Before Using See Instructions on Back

1. This statement dated January 25, 19 85 is to be filed in Virginia in the Office of (check only one box)
 State Corporation Commission Clerk, Circuit Court Anne Arundel County Court

2. File Number and Filing Date of Original Financing Statement, if any, previously filed in office shown above.
 File Number: Liber 361, Page 119 (204406)

3. For Filing Officer:
 File Number:
 Filing date and hour: 8/23/76 @ 3:21 p.m.

4. Index numbers of subsequent statements (For office use only):

5. This statement is (check only one box):
 Original Financing Statement: This financing statement covers the collateral described in item 8. If a name and address appear in item 12, they are the name and address of the assignee to whom the Secured Party has assigned his security interest in such collateral prior to the filing hereof.
 Original Financing Statement Without Debtor's Signature: This financing statement is filed without the Debtor's signature to perfect a security interest in collateral already subject to a security interest in another jurisdiction when brought into Virginia, namely, the collateral described in item 8.
 Amendment: The financing statement bearing the file number shown in item 2 is amended as set forth in item 13.
 Statement Covering Proceeds: This financing statement is filed without the Debtor's signature to perfect a security interest in the Proceeds of the original collateral, described in item 8, in which a security interest was perfected by the financing statement bearing the file number shown in item 2.
 Continuation Statement: The financing statement bearing the file number shown in item 2 is still effective.
 Assignment: Secured Party of record has, subsequent to the filing of the financing statement bearing the file number shown in item 2, assigned his (its) rights, under the said financing statement, in the collateral described in item 13 to the assignee whose name and address are shown in item 12.
 Partial Release of Collateral: Secured Party releases the collateral described in item 13 from the financing statement bearing the file number shown in item 2.
 Termination: Secured Party no longer claims a security interest under the financing statement bearing the file number shown in item 2.

6. Name(s) and address(es) of Debtor(s):
Variety Syndicate, Inc.
T/A Ben Franklin Store #3900
395 Fort Smallwood road
Pasadena, Maryland 21122

7. Name and address of Secured Party:
The Fauquier National Bank
Post Office box 561
10 Courthouse Square
Warrenton, Virginia 22186

8. Description of types (or items) of property -- the collateral:
Security Agreement giving first security interest in all machinery and equipment (excluding automotive) furniture and fixtures now owned or to be acquired.
Security Agreement giving first security interest in all inventory now owned or hereafter acquired or to be acquired, including products and proceeds thereof.

9. Proceeds of collateral are also covered. Products of collateral are also covered. 10. Maturity Date of Obligation (optional):
 11. If the collateral includes crops which are growing or to be grown on, or goods which are affixed or to be affixed to, real estate, a description of said real estate (including the name of the city or county in which it is located) follows:

RECORD FEE 10.00
 POSTAGE .50
 #02822 0040 R01 T10:54
 FEB 04 85

The name(s) of the record owner(s) of said real estate is (are):

12. Name and Address of Assignee: Manner in which the original financing statement is amended:
 Description of collateral in which rights are assigned:
 Description of collateral released from original financing statement:

13. Set forth here is (check one box):
 Manner in which the original financing statement is amended:
 Description of collateral in which rights are assigned:
 Description of collateral released from original financing statement:

14. Mailed to Secured Party

15. THE FAUQUIER NATIONAL BANK
 BY: Michael L. Miller, Vice President

Signature(s) of Debtor(s) (Required only on Original Financing Statement or Amendment)
 Signature of Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT ANNE ARUNDEL COUNTY
 1985 FEB - 4 AM 11:37
 E. AUBREY COLELSON
 CLERK

FILING OFFICE COPY

10.8

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 \$ 53,000.00. 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 Circuit Court for Anne Arundel County.

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 100 S. Charles Street
 Attention: Comm. Loan Dept Baltimore Maryland 21201

RECORD FEE 11.00
 RECORD TAX 371.00
 POSTAGE .50
 #02829 0040 R01 T11-02

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:

FEB 04 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, Pres (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. STAFF
 BALTIMORE, MARYLAND 21201

371.50
 11.50
 382.50

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY



1985 FEB -4 AM 11:38

E. AUBREY COLLISON
 CLERK

11.00
 371.00
 .50

SCHEDULE A

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 T C B Corporation, a Maryland Corporation.

Section F. continued

IBM Model System 36, computer Type 5362, serial #14471

IBM Model System 36, printer type 5224, serial #66816

IBM Model System 36, display station type 3180, serial #76816

IBM Model System 36, display station type 3180, serial #78102

Mailed to Secured Party

255162

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 12/7/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Anne Arundel County Clerk

1. DEBTOR Loan no. 903548-6 (5591-3)

Name Baltimore Washington Science and Industry Center, c/o Maurice Lebrun
Address P.O. Box 8691, Friendship International Airport, Baltimore, MD 21240

2. SECURED PARTY

Name Goldome FSB (Successor in interest to The New York Bank For Savings)

Address 1230 Avenue of the Americas, New York, New York 10020

Goldome Realty Credit Corp. 1230 Avenue of Americas, N.Y. 10020-ATT: Mrs. Guskind
3rd. Floor
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 fixtures, articles of personal property and equipment, condemnation awards, general intangibles and contract rights, as the same are set forth and described in a Deed of Trust hereinafter described in paragraph 5.

RECORD FEE 11.00
POSTAGE .50
#02934 0040 R01 711:05
FEB 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) Premise: GSA Building, Anne Arundel, MD. The land together with the improvements thereupon described in the Deed of Trust dated September 29, 1967, and recorded among the Land Records of Anne Arundel County in Liber M.S.H. NO. 2108, folio 48, from Friendship Properties Inc. to Charles E. Kinsey and Thomas M. Scott, III, Trustees.

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

Baltimore Washington Science Industry Center
(Signature of Debtor)

Name and Title
Type or Print Above Name on Above Line

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

(Signature of Secured Party)
Goldome FSB (Successor in interest to The New York Bank For Savings) Kenneth C. Camelo, Vice President
Type or Print Above Signature on Above Line



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

Mailed to Secured Party

1100 5
1985 FEB -4 AM 11:38

E. AUBREY COLLISON
CLERK

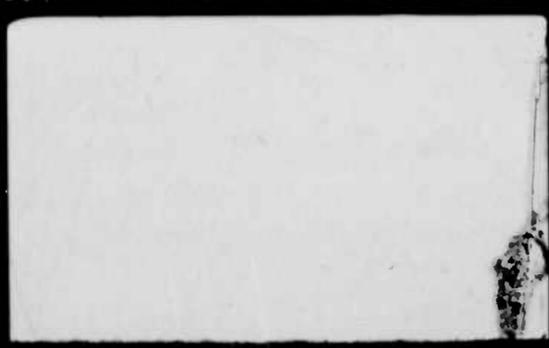
This **FINANCING STATEMENT** is presented to a filing officer, for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es) 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 Attachments A & B		5. Assignee(s) of Secured Party and Address(es) RECORDED FEE 13.00 POSTAGE .50 802849 0040 R01 T11:18 FEB 04 85
Not subject to recordation tax pursuant to Article 81, Section 27-7.		
Forman - Maryland This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)		Filed with:
<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:		
ELMCO, INC.	GREYHOUND CAPITAL CORPORATION	
By: <u>E. J. Gendron</u> Signature(s) of Debtor(s)	By: <u>Daniela Clarke, asst secy</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.R. COUNTY
 1985 FEB -4 AM 11:40
 E. AUBREY COLLISON
 CLERK

13⁰⁰ 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 December 21, 1984 issued to Secured Party in the principal amounts of \$16,625, \$16,625, \$16,625 and \$16,625 and due on June 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 Phyllis Forman ("Buyer") dated as of December 21, 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 December 21, 1984 issued to Debtor in the principal amounts of \$28,000, \$24,000, \$21,000 and \$18,250 and due on June 30, 1985, January 31, 1986, January 31, 1987 and January 31, 1988, respectively, the Buyer Acquisition Note dated as of December 21, 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 December 21, 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 December 21, 1984 issued to Secured Party in the principal amount of \$390,000, the ELMCO Purchase Agreement dated as of December 21, 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.

IRM List: \$660,575
CCC Balling Price to BLMCO: \$462,500
Price To Buyer: \$500,000

LIBER - 482 PAGE 242

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

Unit	Model/ Quantity	SN	Description	Underlying User and Location	Issue Exp. Date	IRM List
3203	5	17094	Printer	Malon & Hyde 2700 S. 900 West Salt Lake City, Utah	07/01/85	\$ 33875
3203	5	20770	Printer	Amoco Amoco Bldg., 17th Street Denver, CO	02/28/85	33875
3370	A01	25275	Disk Drive	Malon & Hyde 2700 S. 900 West Salt Lake City, Utah	36 months	35480
3370	A01	29376	Disk Drive	Sony Highway 84 West Dothan, AL	Month to Month	35480
3370	B01	52494	Disk Drive	Sony Highway 84 West Dothan, AL	Month to Month	26600
3370	B01	53294	Disk Drive	Sony Highway 84 West Dothan, AL	Month to Month	26600
3370	B01	53309	Disk Drive	Sony Highway 84 West Dothan, AL	Month to Month	26600
3370	B01	53968	Disk Drive	Miami Bank 1501 N.W. 79th Avenue Miami, FL	09/01/86	26600
3880	1	8170	Disk Controller	First Federal 920 East Madison Phoenix, AZ	09/01/86	66495
3420	6	6425	Magnetic Tape	Bendix - Electrodyonics Div 11600 Sherman Way North Hollywood, CA	03/19/87	20125
3420	8	6425	Magnetic Tape	CTE - DSI 111 East Madison Ave. Tampa, FL	03/02/86	22085
3420	8	6425	Magnetic Tape	CTE - DSI 111 East Madison Ave. Tampa, FL	03/02/86	22085
3420	8	6425	Magnetic Tape	CTE - DSI 111 East Madison Ave. Tampa, FL	03/02/86	22085
3262	3	53726	Printer	CTE Services One Stamford Forge Stamford, CT	24 months	15040
3262	2	48566	Printer	Petro Lewis Petro-Lewis Tower 16945 N. Chase Drive Greenspoint Plaza Houston, TX 77060	10/01/86	15040
3262	2	48581	Printer	Petro Lewis 717 17th Street Denver, CO	10/01/86	15040
3262	2	48587 1090	Printer	T C & Y 5402 Leado Street Montgomery, AL	08/01/86	17050
3262	B01	5946	Printer	National Distillers Piedmont Manuf. 205 Frasier Road Altevieta, VA	01/01/86	15218
3262	B01	10844	Printer	Star Kist 382 Tuas Street Terminal Island, CA	10/01/87	15040
3262	B01	10903	Printer	Kroger - FN 2700 Vellay Hi Drive Rochester, NH	09/01/88	15040
3262	B01	11075	Printer	Kroger - Westover Dairy 2801 Fort Avenue Lyochburg, VA	05/29/88	15040
3380	B04	64379	Disk Drive	World Bv 2300 Conitonsiel Pt. Worth, TX	01/01/88	64440
3880	1	23086	Disk Controller	ALCO Data Services 825 Dunportall Rd. Chastebro, PA	48 months	60270
5219	E02	7710	Printer	Cresna 5800 E. Pavnee Road Wichita, KS	07/01/87	7686
5219	B02	7711	Printer	Cresna 5800 Pavnee Road Wichita, KS	07/01/87	7686

\$660,575

Mailed to Secured Party

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)

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

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

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

See Attachments A & 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
302849 D040 R01 TIT 19
FEB 04 85

Walsh - Maryland

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

Filed with:

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

ELMCO, INC.

GREYHOUND CAPITAL CORPORATION

By

E. J. Andrews

Signature(s) of Debtor(s)

By:

Muriel A. Clarke, asst secy

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

13.00



RECEIVED & INDEXED
CREDIT DEPT. ACCOUNTS

1985 FEB -4 AM 11:40

E. AUDREY COLLISON
CLERK

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 December 13, 1984 issued to Secured Party in the principal amounts of \$16,625, \$16,625, \$16,625 and \$16,625 and due on June 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 William K. Walsh and Gloria A. Walsh, as their community property, ("Buyer") dated as of December 13, 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 December 13, 1984 issued to Debtor in the principal amounts of \$28,000, \$24,000, \$21,000 and \$18,250 and due on June 30, 1985, January 31, 1986, January 31, 1987 and January 31, 1988, respectively, the Buyer Acquisition Note dated as of December 13, 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 December 13, 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 December 13, 1984 issued to Secured Party in the principal amount of \$390,000, the ELMCO Purchase Agreement dated as of December 13, 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.

IBM List: \$653,855
 GGC Selling Price to ELMCO: \$462,500
 Price to Buyer: \$500,000

LIDER - 482 PAGE 245

Unit	Model/ Feature	S/N	Description	Underlying User and Location	Lease Expiration Date	IBM List
3203	5	17050	Printer	Bendix - S. Bend Center 401 N. Bendix Drive South Bend, Indiana	08/06/87	33875
3203	5	19680	Printer	First Federal 920 East Madison Phoenix, Arizona	08/01/85	33875
3370	A01	22971	Disk Drive	Neiman Marcus 2620 W. Haskell Dallas, Texas	08/01/88	35480
3370	A01	28977	Disk Drive	Sony Highway 84 West Dothan, Alabama	Month to Month	35480
3370	B01	54513	Disk Drive	GTE Sylvan 720 Mouthouth Streets Trenton, New Jersey	07/27/84	26600
3370	B01	42893	Disk Drive	Saturn 4701 Lydell Road Cheverly, Maryland	02/01/87	26600
3370	B01	52336	Disk Drive	Westvaco Route 51 South Wickliffe, Kentucky	04/01/86	26600
3370	B01	52493	Disk Drive	Sony Highway 84 West Dothan, Alabama	Month to Month	26600
3880	1	20452	Disk Controller	Levi Strauss 7950 Highway 25 Florence, Kentucky	07/01/85	60270
3380	H04	46440	Disk Drive	Ateri 1265 Borregas Avenue Sunnyvale, California	Month to Month	64440
3380	H04	46522	Disk Drive	Ateri 1265 Borregas Avenue Sunnyvale, California	Month to Month	64440
3420	B 6425	H1124	Tape Drive	GTE 111 E. Madison Avenue Tampa, Florida	03/02/86	22085
3420	B 6425	89232	Tape Drive	Bendix 401 N. Bendix Drive South Bend, Indiana	07/12/87	22085
3420	B 6425	89361	Tape Drive	Bendix 401 N. Bendix Drive South Bend, Indiana	07/12/87	22085
3262	3 1090	50099	Printer	Georhart 1100 Everman Ft. Worth, Texas	05/01/86	17050
3262	2 1090	46062	Printer	T C & Y 3815 Snuta Fe Oklahoma City, Oklahoma	08/01/86	17050
3262	2 1090	46333	Printer	T C & Y 5402 Lamdo Street Montgomery, Alabama	08/01/86	17050
3262	2 1090	47510	Printer	T C & Y 2902 Municipal Drive Lubbock, Texas	08/01/86	17050
3262	2 1090	48158	Printer	T C & Y 15910 Valleyview La Mirada, California	08/01/86	17050
3262	2 1090	48281	Printer	T C & Y 5300 Kansas Avenue Kansas City, Kansas	08/01/86	17050
3262	2 1090	48289	Printer	T C & Y 5300 Kansas Avenue Kansas City, Kansas	08/01/86	17050
3262	2 1090	48924	Printer	T C & Y 2902 Municipal Drive Lubbock, Texas	08/01/86	17050
5225	4	52664	Printer	Bendix 739 N. Sheridan South Bend, Indiana	06/12/87	16940
						653855

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

Mailed to Secured Party

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 Attachments A & B Not subject to recordation tax pursuant to Article 81, Section 27-7. Maryland - Brogan		5. Assignee(s) of Secured Party and Address(es) RECORD FEE 13.00 POSTAGE .50 #02650 DD40 ROL 111 = 12 FEB 04 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 type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		

ELMCO, INC.	GREYHOUND CAPITAL CORPORATION
By: <u>E. J. Gendow</u> Signature(s) of Debtor(s)	By: <u>David A. Clarke, asst. secy</u> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy-Alphabetical	STANDARD FORM - FORM UCC-1. (For Use In Most States)

RECEIVED IN BOARD
 1985 FEB -4 AM 11:40
 E. AUBREY COLLISON
 CLERK



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 December 27, 1984 issued to Secured Party in the principal amounts of \$16,625, \$16,625, \$16,625 and \$16,625 and due on June 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 Byard F. Brogan ("Buyer") dated as of December 27, 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 December 27, 1984 issued to Debtor in the principal amounts of \$28,000, \$24,000, \$21,000 and \$18,250 and due on June 30, 1985, January 31, 1986, January 31, 1987 and January 31, 1988, respectively, the Buyer Acquisition Note dated as of December 27, 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 December 27, 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 December 27, 1984 issued to Secured Party in the principal amount of \$390,000, the ELMCO Purchase Agreement dated as of December 27, 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

DUTCHER & SINGER - Proforma Three
Equipment Schedule Summary

BYARD F. BROGAN

IBM List: \$658,718
CCC Selling Price to ELMCO: \$462,500
Price To Buyer: \$500,000

LIBER - 482 PAGE 248

Unit	Model/ Features S/N	Description	Underlying User and Location	Lease Exp. Date	IBM List
3203	5 22684	Printer	Donnelly Old Rt 30 West Warsaw, IN	08/31/87	33875
3203	5 22685	Printer	Donnelly Old Rt 30 West Warsaw, IN	08/31/87	33875
3370	A01 32923	Disk Drive	Malone Hyde Rt. 1, Baker Lane Nicholasville, KY	04/06/87	35480
3370	A01 22017	Disk Drive	Sun-Tulsa Data Operations 907 S. Detroit Avenue Tulsa, OK	06/11/87	35480
3370	B01 56637	Disk Drive	Southern Trust Insurance Co. 682 Cherry Street Macon, GA	01/21/87	26600
3370	B01 58253	Disk Drive	Malone Hyde 1500 W. Malone Sikeston, MO	04/03/87	26600
3370	B01 58254	Disk Drive	Malone Hyde 359 Keasler Mill Salem, VA	03/26/87	26600
3370	B01 59633	Disk Drive	Malone Hyde 2929 Stateline Rd. Southaven, MS	07/30/87	26600
3880	1 14008 8170	Disk Controller	Teatron 25200 W. Eye Canyon Valencia, CA	07/01/86	66495
3420	6 57603 6425	Magnetic Tape	Standard Register-Communicolor Bldg. 10, PO Box 400 Newark Industrial Park Hebron, OH 43055	06/01/85	20125
3420	8 69363 6425	Magnetic Tape	Bendis - South Bend Ctr. 401 N. Bendix Drive South Bend, IN	07/12/87	22085
3420	8 00063 6425	Magnetic Tape	GTE - DSI 2320 Sunact Drive San Angelo, TX	Month to Month	22085
3262	3 46595	Printer	Zale 901 W. Walnut Hill Irving, TX	09/01/85	15040
3262	2 49592	Printer	Teatron 25200 W. Eye Canyon Valencia, CA	02/01/87	15040
3262	2 49784	Printer	Petro Lewis - Petro Lewis Tr 717 17th Street Denver, CO	10/01/86	15040
3262	B01 14175 5946	Printer	Kroger 1212 State Avenue Cincinnati, OH	04/16/87	15218
3262	B01 11189	Printer	Kroger - MI 29601 Industrial Rd. Livonia, MI	04/13/86	15040
3262	B01 11324	Printer	Star East 4707 Red Wilson Rd. El Paso, TX	01/01/88	15040
3262	E01 11670	Printer	Kroger - Heritage Farms Dairy 1100 New Salem Hwy. Murfreesboro, TN 37130	02/24/87	15040
3380	AA4 11193	Disk Drive	Atrix 1265 Borregno Avenue Sunnyvale, CA	Month to Month	88780
3680	1 20910 8170	Disk Controller	First Federal 920 E. Madison Phoenix, AZ	09/01/86	66495
3420	8 M1136 6425	Magnetic Tape	GTE - DSI M. E. Madison Avenue Tampa, FL	03/02/86	22065
					658718

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
scholarly photographic repro-
duction.

Mailed to Secured Party

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)
ELMCO, Inc.
1623 Forest Drive, Sute 300
Annapolis, MD. 21403

2. Secured Party(ies) and address(es)
Capital
Greyhound Computer Corporation
Greyhound Tower
Phoenix, AZ 85077

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

RECORD FEE 13.00
POSTAGE .50
#02851 0040 R01 11:20
FEB 04 85

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

All computer equipment and accessories thereto, together with all substitutions therefor, all additions, modifications, improvements thereto, all parts or replacements thereof, the rents and profits thereon, and the proceeds (including sales, rental, insurance, and other proceeds) of any disposition thereof, as to all of which a security interest has been granted by the Debtor in that certain Long Term Recourse Promissory Note-Security Agreement between Debtor and Secured Party dated December 31, 1984.

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:

Elmco, Inc.

Capital
Greyhound Computer Corporation

By: *E. J. Meadows*
Signature(s) of Debtor(s)

By: *M. Lee Boston*
Signature(s) of Secured Party(ies)

MARYLAND I MERCHANT

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD
CIRCUIT COURT, D.C. COUNTY



1985 FEB -4 AM 11:40

E. AUBREY COLLISON
CLERK

135

HERLE MERCHANT
Equipment Schedule Summary

IBM List: \$631,446
GCC Selling Price to ELWCO: \$462,500
Price to Buyer: \$500,000

Unit	Model/ Feature S/N	Description	Underlying User and Location	Lease Exp. Date	IBM List
3262	B01	11890 Printer	Kroger 6801 English Avenue Indianapolis, IN	04/01/88	15040
3262	B01	14614 Printer	Mitsubishi - San Fran. Branch 50 California Street San Francisco, CA	09/24/88	15040
3203	5	17682 Printer	Foxmoor 393 Hanley Street Westbridgewater, MA	07/01/87	33875
3203	5	20119 Printer	Metromedia 5746 Sunset Blvd. Los Angeles, CA	05/01/86	33875
3370	A01	34017 Disk Drive	Kalon-Hyde 3555 N.W. 77th Miami, FL	07/19/87	35480
3370	A01	23493 Disk Drive	APP Data Center 2690 Cumberland Park Atlanta, GA	03/01/86	35480
3375	A01 8150	60470 Disk Drives	Landmark 5681 Six Mile Parkway Ft. Myers, FL	07/01/86	41835
3375	A01 8150	60869 Disk Drive	Analytic One Jacob Way Feding, VA	North to North	41835
3375	B01	81069 Disk Drive	Landmark 5681 Six Mile Parkway Ft. Myers, FL	09/01/86	28770
3375	E01	62913 Disk Drive	Landmark 5681 Six Mile Parkway Ft. Myers, FL	07/01/86	28770
3375	B01	83260 Disk Drive	Landmark 5681 Six Mile Parkway Ft. Myers, FL	07/01/86	28770

Unit	Model/ Feature	S/N	Description	Underlying User and Location	Lease Exp. Date	IBM List
3380	AA4	11938	Disk Drive	Atari 1265 Borregas Avenue Sunnyvale, CA	Month to Month	88780
3420	8 6425	U0120	Magnetic Tape	GTE 111 E. Madison Avenue Tampa, FL	03/02/86	22085
3420	8 6425	52728	Magnetic Tape	GTE 2520 Sunset Drive San Angelo, TX	01/09/85	22085
3680	1 8170	27176	Disk Controller	First Federal 920 East Madison Phoenix, AZ	09/01/87	66495
4245	1	10079	Line Printer	Fox Grocery P.O. Box 29, Rehoboth Valley Belle Vern, PA	05/01/88	54500
5219	D02	12675	Printer	Mitsubishi 520 Madison Avenue New York, New York	08/01/88	5835
5219	D02 7870	13130	Printer	Kroger 1212 State Avenue Cincinnati, OH	02/13/88	5835
5219	F02 1200	13345	Printer	ICI Acer. New Murphy Road Wilmington, DE	Month to Month	5836
5224	2	52091	Printer	Wards 619 West Chicago Avenue Chicago, IL	03/22/86	7280
5225	2	16721	Printer	Salem News 155 Washington Street Salem, VA	01/01/86	13945

631446

Mailed to Secured Party

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)

Merle Merchant
7700 West Lake Drive
West Palm Beach, FL 33406

2. Secured Party(ies) and address(es)

ELMCO, INC.
1623 Forest Drive, Suite 300
Annapolis, Maryland 21403

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

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

All computer equipment and accessories thereto, together with all substitutions therefor, all additions, modifications, improvements thereto, all parts or replacements thereof, the rents and profits thereon, and the proceeds (including sales, rental, insurance, and other proceeds) of any disposition thereof, as to all of which a security interest has been granted by the Debtor in that certain ~~limited~~ Recourse Promissory Note-Security Agreement dated December 31, 1983 between Debtor and Secured Party.
1984

5. Assignee(s) of Secured Party and Address(es)

GREYHOUND
Capital COMPUTER CORPORATION
Greyhound Tower
Phoenix, Arizona 85077

RECORD FEE 13.00
POSTAGE 50
#02652 0040 RM 111:20
FEB 04 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: 2

MARYLAND(1)

By: Merle Merchant
Signature(s) of Debtor(s)

ELMCO, INC.

By: E. J. Spindler
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

1350

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 FEB -4 AM 11:40

E. AUBREY COLLISON
CLERK



MERLE MERCHANT
Equipment Schedule Summary

IBM List: \$631,446
GCC Selling Price to ELMCO: \$462,500
Price to Buyer: \$500,000

Unit	Model/ Feature S/N	Description	Underlying User and Location	Lease Exp. Date	IBM List
3262	B01 11890	Printer	Kroger 6801 English Avenue Indianapolis, IN	04/01/88	15040
3262	E01 14614	Printer	Mitsubishi - San Fran. Branch 50 California Street San Francisco, CA	09/24/88	15040
3203	5 17682	Printer	Foxmoor 393 Manley Street Westbridgewater, MA	07/01/87	33875
3203	5 20119	Printer	Metromedia 5746 Sunset Blvd. Los Angeles, CA	05/01/86	33875
3370	A01 34017	Disk Drive	Malot-Hyde 5555 N.W. 77th Miami, FL	07/19/87	35480
3370	A01 23493	Disk Drive	APP Data Center 2690 Cumberland Park Atlanta, GA	03/01/86	35480
3375	A01 60470 8150	Disk Drives	Landmark 5681 Six Mile Parkway Ft. Myers, FL	07/01/86	41835
3375	A01 60889 8150	Disk Drive	Analytic One Jacob Way Bedford, MA	Month to Month	41835
3375	B01 81069	Disk Drive	Landmark 5681 Six Mile Parkway Ft. Myers, FL	09/01/86	28770
3375	E01 82913	Disk Drive	Landmark 5681 Six Mile Parkway Ft. Myers, FL	07/01/86	28770
3375	B01 82260	Disk Drive	Landmark 5681 Six Mile Parkway Ft. Myers, FL	07/01/86	28770

Unit	Model/ Feature S/N	Description	Underlying User and Location	Lease Exp. Date	IBM List
3380	AA4 11938	Disk Drive	Atari 1265 Borregas Avenue Sunnyvale, CA	Month to Month	88780
3420	8 6425	Magnetic Tape	GTE 111 E. Madison Avenue Tampa, FL	03/02/86	22085
5420	8 6425	Magnetic Tape	GTE 2320 Sunset Drive San Angelo, TX	01/09/85	22085
3880	1 8170	Disk Controller	First Federal 920 East Madison Phoenix, AZ	09/01/87	66495
4245	1 10079	Line Printer	Fox Grocery P.O. Box 29, Rehoboth Valley Belle Vern, PA	05/01/88	54500
5219	D02 12675	Printer	Mitsubishi 520 Madison Avenue New York, New York	08/01/88	5835
5219	D02 7870	Printer	Kroger 1212 State Avenue Cincinnati, OH	02/13/88	5635
5219	D02 1200	Printer	ICI Amer. New Murphy Road Wilmington, DE	Month to Month	5635
5224	2 52091	Printer	Wards 619 West Chicago Avenue Chicago, IL	03/22/86	7280
5225	2 16721	Printer	Salem News 155 Washington Street Salem, MA	01/01/86	13545

631446

Mailed to Assignee

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

West Annapolis Real Estate Associates

1. Debtor(s):

Name or Names—Print or Type
 908 York Road Baltimore County, MD 21204
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

Mercantile-Safe Deposit and Trust Company
 Name or Names—Print or Type
 2 Hopkins Plaza Baltimore MD 21201
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Exhibit A

RECORD FEE 33.00
 POSTAGE 50
 #02558 0040 R01 11:24

4. If above described personal property is to be affixed to real property, describe real property.

FEB 04 85

See Exhibit B

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

By: [Signature]
(Signature of Debtor)

General Partner, West Annapolis
Type or Print
Real Estate Associates

Mercantile-Safe Deposit and Trust Co.
(Company, if applicable)

By: [Signature]
(Signature of Secured Party)

(Signature of Debtor)
Type or Print:

[Signature]
Type or Print (Include title if Company)
Frank K. Turner, Jr., Asst. Vice-President

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: Edward L. Wender, Esquire, Venable, Baetjer & Howard
2 Hopkins Plaza, Baltimore, MD 21201

AFTER RECORDING RETURN TO:
 REESE AND CARNEY
 8651 Baltimore National Pike
 Ellicott City, Maryland 21043



1985 FEB -4 AM 11:41

E. AVERY COLLISON CLERK

33.00 37.00

EXHIBIT A

(a) All the Debtor's right, title and interest in those certain tracts, pieces or parcels of land, together with the buildings, fixtures and improvements now or hereafter erected thereon, situate and lying in the City of Annapolis, Maryland, described in Exhibit B attached hereto (the "Real Property"), and including all right, title and interest of the Debtor in and under the lease dated October 1, 1975, as amended, and more fully described in said Exhibit B (the "Ground Lease"), and the leasehold estate created thereby. (Hereinafter, the Real Property and the leasehold estate created by the Ground Lease are referred to collectively as the "Property.")

(b) All the Debtor's right, title and interest in all improvements, buildings, fixtures, machinery, equipment, building materials and articles of personal property of every kind and nature whatsoever now or hereafter located in or upon any interest or estate in land conveyed by that certain Second Deed of Trust dated January 31, 1985 from the Debtor to Russell R. Reno, Jr. and Edward L. Wender, as Trustees (the "Second Deed of Trust") or any part thereof and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by the Debtor, including, without limiting the generality of the foregoing, all furnishings, screens, storm 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 escalators (if any) 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 any and all renewals and replacements thereof and any substitution for, or additions to the same, (collectively, the "Collateral").

(c) All of the Debtor's right, title and interest in all and singular the rights, alleys, ways, waters, easements, tenements, privileges, advantages, hereditaments and appurtenances belonging or in any way appertaining to the Property or any parts thereof, and the reversions and remainders, rents, issues and profits thereof, including particularly, but not by way of limitation, 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 office buildings, retail space, or parking facilities of the Debtor conveyed under the Second Deed of Trust, 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 or benefiting the Property and the Collateral and every part and parcel thereof subject.

(d) All of the Debtor's right, title and interest 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 the 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 Property or the Collateral or any part thereof.

(e) All of the Debtor's right, title and the interest in any and all payments, proceeds, settlements or other compensation heretofore and hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or the Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(f) All of the Debtor's right, title and interest in all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property or the Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and

to, and remedies under, any and all leases and subleases, 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.

(g) Proceeds and products of the Property and the Collateral are also covered.

006CRS/23

EXHIBIT B

Parcel No. 1: BEGINNING for the same at a pipe set which marks the intersection formed by the south right-of-way of Ridgely Avenue and the west right-of-way of Giddings Avenue, as shown on the Aldridge's Revised and Corrected Plat of West Annapolis, recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.C.B. No. 4, folio 297; said point also marks the same beginning point as described in a conveyance from Ernest B. Johnson and Theresa Johnson, his wife, to West Annapolis Real Estate Associates, by deed dated September 11, 1970 and recorded among the said Land Records in Liber M.S.H. No. 2362, folio 756;

THENCE leaving said Ridgely Avenue and running with the said west side of Giddings Avenue South $42^{\circ}30'55''$ West 310.0 feet to a point;

THENCE leaving the said west side of Giddings Avenue and running with the division line between the said West Annapolis Real Estate Associates' property and the Vista Properties, Inc. property (2426-193) North $47^{\circ}29'05''$ West 150.0 feet to a pipe found;

THENCE running South $42^{\circ}30'55''$ West 139.10 feet to a pipe found in the north right-of-way of Forbes Street; said point being at the division lien between the said West Annapolis Real Estate Associates' property and the Forbes Street Venture property (2478-189);

THENCE leaving the Forbes Street Venture property and running with the north right-of-way of Forbes Street North $50^{\circ}59'05''$ West 50.09 feet to a pipe set;

THENCE leaving the said north right-of-way of Forbes Street and running North $42^{\circ}30'55''$ East 182.12 feet to a pipe set;

THENCE running South $47^{\circ}29'05''$ East 50.0 feet to a pipe set;

THENCE running North $42^{\circ}30'55''$ East 120.0 feet to a pipe found;

THENCE running North $47^{\circ}29'05''$ West 150.0 feet to a pipe found;

THENCE running North $42^{\circ}30'55''$ East 150.0 feet to a pipe found in the southern right-of-way of Ridgely Avenue;

THENCE running with the southern right-of-way of Ridgely Avenue South $47^{\circ}29'05''$ East 300.0 feet to the point of beginning.

CONTAINING 1.79 acres, more or less, according to a survey prepared by J.R. McCrone, Jr., Inc. Registered Professional Engineers and Land Surveyors, in August, 1973 and described in August, 1976.

BEING Lots 2, 4, 6, 7, 8, 9, 10, 11, 12, 13 and 18 of Block 2, as shown on the above mentioned plat of West Annapolis and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.C.B. No. 4, folio 297 and Plat Book A, page 21.

BEING ALSO all of Lots 2, 4, and 6, Block 2, as shown on Aldridge's Revised and Corrected Plat of West Annapolis, which by Deed dated September 11, 1970 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2362, folio 756 was granted and conveyed in fee simple by Ernest B. Johnson and Theresa F. Johnson, his wife, to West Annapolis Real Estate Associates, a Joint Venture.

BEING ALSO all of Lots 7, 9, 11 and 13 as shown on Aldridge's Revised and Corrected Plat of West Annapolis, which by Deed dated May 14, 1971 and recorded among the Land Records of Anne Arundel County in Liber M.S.H. No. 2406, folio 67 was granted and conveyed in fee simple by Albert E. Currier and Lynor Olson Currier, his wife, to West Annapolis Real Estate Associates, a Joint Venture.

BEING ALSO all of Lot 8, Block 2 as shown on Aldridge's Revised and Corrected Plat of West Annapolis which by Deed dated October 1, 1974 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2645, folio 425 was granted and conveyed in fee simple by Margaret E. Scholz to West Annapolis Real Estate Associates, a Joint Venture.

BEING ALSO all of Lots 10 and 12, Block 2, as shown on Aldridge's Revised and Corrected Plat of West Annapolis which by Deed dated October 1, 1974 and recorded among the Land Records of Anne Arundel County in Liber 2770, folio 206 was granted and conveyed in fee simple by Albert H. Clair, Jr. to West Annapolis Real Estate Associates, a Joint Venture.

BEING ALSO all of Lot 18, Block 2 as shown on Aldridge's Revised and Corrected Plat of West Annapolis, which by Deed dated August 3, 1973 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2611, folio 392 was granted and conveyed in fee simple by Anna Mae Bryant, widow, to West Annapolis Real Estate Associates, a Joint Venture.

Parcel No. 2: BEGINNING for the same at a pipe located in the southernmost right-of-way line of Ridgely Avenue; said point being further located at the intersection of said southernmost right-of-way line of Ridgely Avenue and the easternmost right-of-way line of Giddings Avenue;

THENCE leaving said place of beginning so fixed and running with the above mentioned southernmost right-of-way line of Ridgely Avenue South 47°29'05" East 150.0 feet to a pipe found;

THENCE leaving said southernmost right-of-way line of Ridgely Avenue and running the following 2 courses and distances: South 42° 30'55" West 150.0 feet to a pipe found and North 47°29'05" West 150.0 feet to a pipe located in the above mentioned easternmost right-of-way line of Giddings Avenue;

THENCE running with the said easternmost right-of-way line of Giddings Avenue North 42°30'55" East 150.0 feet to the said place of beginning.

CONTAINING 0.52 acre, more or less, as described by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in June, 1973.

BEING lots 16, 18, and 20 in Block 1, as shown on Aldridge's Plat of West Annapolis recorded among the Land Records of Anne Arundel County in Plat Book A, folio 18.

BEING ALSO all of the same property described in a Lease dated October 1, 1975 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2886, folio 95 as amended by Addendum to Lease dated August 31, 1976 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 2886, folio 128 between Edwin H. Sahpiro and Janet M. Shapiro, Landlord, and West Annapolis Real Estate Associates, Tenant, wherein Parcel No. 2 was leased for a period of 50 years commencing October 1, 1975 and ending September 30, 2025.

Mailed to: Reese & Carney

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

Four Seasons Yacht Charter & Sales, Inc.

222 Severn Avenue
Annapolis, Md. 21403

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):

Inventory of one (1) Grand Solei Boat 35' Hull # EYD 000921284

RECORD FEE 11.00
 POSTAGE .50
 #02913 0345 RM1 715#05
 FEB 04 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.

RECEIVED FOR RECORD
 1985 FEB -4 PM 3:07
 E. AUBREY COLLISON
 CLERK



Debtor (or Assignor)

Secured Party (or Assignee)

Four Seasons Yacht Charter & Sales, Inc.
 By: Virginia K. Tippie

FARMERS NATIONAL
 BANK OF MARYLAND

BY

[Signature]

Type or print names under signatures

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

Mailed to: _____

11.00
 25

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

Maryland Site Developers, Inc.
Name or Names—Print or Type
1851 Oldfield Drive, Huntingtown, Md, 29639
Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type
Address—Street No., City - County State Zip Code

2. Secured Party:

John Deere Industrial Equipment Company
Name or Names—Print or Type
400 19th Street Moline, Ill. 61265
Address—Street No., City - County State Zip Code

E. AUSTIN COLLISON
CLERK

1985 FEB - 5 AM 8:20

RECEIVED
COUNTY CLERK



3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

One (1) New John Deere Model JD450D Wide Track Dozer S/N 713255.

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 11.00
POSTAGE .50
481293 0237 R02 108:20
FEB 05 85

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

BY: Bruce Matoski Title: President
(Signature of Debtor)

Maryland Site Developers, Inc.
Type or Print

John Deere Industrial Equipment Co.
(Company, if applicable)

(Signature of Debtor)

/S/ John Deere Industrial Equip. Co.
(Signature of Secured Party)

Type or Print

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: John Deere Industrial Equipment Company
400 19th Street, Moline, Ill 61265

Mailed to: _____

1150

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ 1,000

FINANCING STATEMENT

1. Debtor(s):

DONNA P. FEUCHTENBERGER and JOSEPH P. FEUCHTENBERGER
 Name or Names - Print or Type

82 WILSON AVE ANNAPOLIS MD 21012
 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:

DOG DESIGNS, INC., Pres. Dawn Finnegan Elliott
 Name or Names - Print or Type

2585 Davidsonville Road, Gambrills, MD 21054
 Address - Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1. All goods of the debtor, including raw materials, or materials used or consumed in the business of the debtor, commonly referred to as inventory.
2. All personal property and fixtures of the debtor wherever located or whether now owed 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.

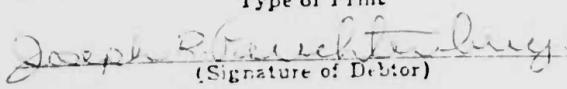
RECORD FEE 12.00
 RECORD TAX 7.00
 POSTAGE .50
 #03065 040 R01 T15405
 FEB 05 85

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

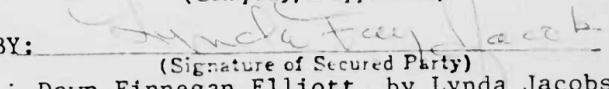

 (Signature of Debtor)
 Donna P. Feuchtenberger
 Type or Print


 (Signature of Debtor)
 Joseph R. Feuchtenberger
 Type or Print

SECURED PARTY:

DOG DESIGNS, INC.

 (Company, if applicable)

BY: 
 (Signature of Secured Party)
 Dawn Finnegan Elliott, by Lynda Jacobs,
 her attorney-in-fact
 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

U.S. Post. Form F-1 Mailed to:

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY



1985 FEB -5 PM 3:06

E. AUBREY COLLISON
CLERK

1200 2000

TO BE

NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ 175.00 25000

FINANCING STATEMENT

POHLMAN INDUSTRIES, INC.

Name or Names - Print or Type

1928 M Lincoln Dr Annapolis md 021401
Address - Street No., City - County State Zip Code

1. Debtor(s):

Name or Names - Print or Type

Address - Street No., City - County State Zip Code

2. Secured Party:

ELLEN MILLER and WALLACE S. MILLER

Name or Names - Print or Type

2484 Springdale Dr Annapolis, Md 21405
Address - Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe). (Attach separate list if necessary).
1. All goods of the debtor, including raw materials, or materials used or consumed in the business of the debtor, commonly referred to as inventory.
 2. All personal property and fixtures of the debtor wherever located or whether now owned or in existence or hereafter acquired or created, including goods, documents, chattel paper and leases.
4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

RECORD FEE 11.00
 RECORD TAX 175.00
 POSTAGE .50
 #03066 0040 R01 715706
 FEB 05 85

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):
POHLMAN INDUSTRIES, INC.

SECURED PARTY:

By: Douglas Pohlman
(Signature of Debtor)
Douglas Pohlman

Type or Print

(Company, if applicable)

(Signature of Debtor)

Ellen Miller
(Signature of Secured Party)

Ellen Miller

Type or Print

Type or Print (Include title if Company)

Wallace S. Miller

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

Local Bus. Form F-1 Mailed to: _____



RECEIVED FOR RECORD
CIRCUIT COURT, ANNAPOLIS COUNTY

1965 FEB -5 PM 3:06

E AUBREY COLLISON
CLERK

11.00
175.00
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

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 December 17, 1984, schedule 01 dated December 19, 1984, between Assignor as Lessor and Universal Dynamics, Inc. and Universal Dynamics Corporation as Co-Lessee's, Assignor has granted a Security Interest in the following equipment leased to Co-Lessee's, to Assignee per a Non-Recourse Assignment of Rents dated _____ between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

RECORD FEE 12.00
POSTAGE 50
FEB 05 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)

SARRO/SIEGEL LEASING PARTNERSHIP

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 & LOAN ASSOCIATION
OF BALTIMORE

William J. Ottey, V.P.
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Signature on Above Line

Filed with State of Maryland

1985 FEB -5 AM 11:53
AUBREY COLLISON
CLERK

RECEIVED
FEB 5 1985
BALTIMORE COUNTY

BL
CLEW

1250

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	C75-40 System 40/2
2	Model 2118 128K modules
4	Model 4032 transaction workstations
1	Model 4843 Universal Serial cable
2	Model 4804 support controllers
1	Model 4841-1 Hub unit
1	Model 5143 printer stand
1	Model 5131 - 150 CPS printer
1	Model 75MB disc drive
1	Model 5234 cartridge tape drive
1	1200 Baud Modem / model 7615 software

SARRO/SIEGEL LEASING PARTNERSHIP

BY: Frank J. SarroTITLE: PartnerIRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMOREBY: W. M. J. [Signature]TITLE: VP

Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		Identifying File No.
		Maturity Date (If any)
Debtor(s) Name(s) - (Type or Print - Last Name First)	Debtor(s) Complete Address(es)	
St. Anne's Parish	199 Duke of Gloucester St. Annapolis, Maryland 21401	
Secured Party, and Address (Type or Print Name)	Assignee of Secured Party, and Address	
C.I.T. Financial Services Corporation 1949 Marlton Pike, P.O. Box 2570 Cherry Hill, NJ 08003	C.I.T. FINANCIAL SERVICES CORPORATION Not applicable	
This Financing Statement covers the following types (or items) of property: (Describe fully, giving Year and Make, Model, Motor or Serial No., etc.)		
9 EZ-1 Electronic Key Telephones 1 6 x 12 Key Service Unit 2 2 Channel Line Cards 3 4 Channel Station Cards 1 Single Line Telephone All cable and labor necessary for installation.		
Proceeds of collateral, in any form whatsoever and however resulting, are also covered.		
The underlying secured transaction being publicized by this financing statement is () is not (X), (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 initial principal debt is \$ _____ . Conditional Sales - Lease purchase		
This statement is to be returned, after recordation, to Assignee of Secured Party at its above address.		
Signatures (Type or Print Names Clearly Below All Signatures)		
C.I.T. FINANCIAL SERVICES CORPORATION (Assignee of Secured Party)	St. Anne's Parish	
By <u>Jacqueline J. Valerio</u> Jacqueline J. Valerio (Its Authorized Agent) Title Service Asst.	By <u>Richard V. Landis</u> Richard V. Landis Its <u>Rector</u> (If Corporation, have signed by President, Vice- President, or Treasurer, and give official Title; if Owner or Partner, state which)	

RECORD FEE 11.00
 #81353 0237 1985 FEB 05 05

E. AUBREY COLLISON
 CLERK

1985 FEB - 5 AM 11:53

RECEIVED IN RECORD
 DEPARTMENT OF
 COURT & COUNTY
 CLERK

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. 212705

RECORDED IN LIBER 376 FOLIO 466 ON September 19, 1977 (DATE)

1. DEBTOR
Name Stereo Equipment Sales, Inc. t/a Stereo Discounters
127th Crain Highway Glen Burnie, Maryland 21061
Address 6730 Santa Barbara Court Baltimore, Maryland 21227 dealer
principal place of business

2. SECURED PARTY
Name Appliance Buyers Credit Corporation
Address 8220 Wellmoor Court Savage, Maryland 20763

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.)

RECORD FEE 11.00
POSTAGE .50
451383 0237 R02 112:51
FEB 05 05

1985 FEB -5 PM 12:51
E. AUBREY COLLISON
CLERK

signature of debtor

APPLIANCE BUYERS CREDIT CORPORATION
BY M. D. Thornton
(Signature of Secured Party)

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

Mailed to Secured Party

1150

Maryland Financing Statement <small>All information must be typewritten or printed in ink.</small>		File No.
<small>(Not to Be) Recorded Recorded in the Land Records.* strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Ed Canupp Racing & Machine 4304 Talbot Court Pasadena MD 21122	Secured Party Name and Address Peterson Machine Tool, Inc. P. O. Box 278 Shawnee Mission KS 66201	
Assignee of Secured Party Commerce Bank Commerce Bank P. O. Box 248 Kansas City MO 64141	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> TCM25/39VGR Valve Grinding Machine, S/N 858/2706R w/standard and optional equipment and tooling.		
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 _____ its address above.		
Debtor(s) <u>Ed Canupp Racing & Machine</u>	Secured Party <u>Peterson Machine Tool, Inc.</u>	
By <u>Edward Canupp</u> owner	By <u>Dee Heim</u>	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> Edward Canupp	Dee Heim	
<small>Type or print name(s) of person(s) signing</small>	<small>Type or print name of person signing</small>	

FEB 5 1985
 2:02 PM
 COLLISION
 CLERK

RECORD FEE 11.00
 481396 0237 R02 114:04
 FEB 05 85

11/85

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. -- FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 06269

RECORDED IN LIBER C345 FOLIO R01 ON 1-11-84 (DATE)

250433

1. DEBTOR

Name Robert A. Ballentine Inc.

Address Hanover, Maryland

2. SECURED PARTY

Name John Deere Industrial Equipment Co.

Address Baltimore, Md.

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: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>Anne Arundel County</u></p>

CHECK FORM OF STATEMENT

1985 FEB -5 AM 9:57

E. AUGREY COLLISON
CLERK

RECORD FEE 10.00
881306 2237 R02 109:52
FEB 05 85

Dated 1-18-85

A.C. Hoppe
(Signature of Secured Party)

A.C. Hoppe Division Manager Sales fin
Type or Print Above Name on Above Line

10-

Mailed to Secured Party

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 480,000.00 (only \$144,000.00 is taxable)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Pile Drivers, Inc.
(Name)

829 Central Avenue
(Address)

Linthicum, Maryland 21090

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: William W. West, Loan Officer
(Name of Loan Officer)

405 Washington Avenue
(Address)

Towson, Maryland 21204

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

- | | | |
|---|-------------------------------|-------------------|
| 1 | FEC 1500 Pile Hammer | Serial #310840022 |
| 1 | FEC 2500 Pile Hammer | Serial #360840002 |
| 1 | American Crane Model 5299 | Serial #6513548 |
| 1 | Delmag Pile Hammer Model D-12 | Serial #8013 |
| 1 | Delmag Pile Hammer Model D-12 | Serial #7404 |

1985 FEB - 5 AM 9:58
E. ADAMS & COLLISON
CLERK



RECORD FEE 11.00
 RECORD TAX 1008.00
 POSTAGE .50
 881312 0237 402 109:57
 FEB 05 85

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. 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.

DEBTOR (OR ASSIGNOR)

Pile Drivers, Inc. (Seal)

Barbara S. Kight, President (Signature)

Barbara S. Kight, President
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)

(Signature)

(Print or Type Name)



11-
1008 5

RECORDATION TAX CERTIFICATE

The undersigned hereby certify that the books and records of
(Debtor) show the following values for property which secures a
total debt of

\$ 480,000 to The First National Bank of Maryland.
(A)

\$ 306,000 Value of inventory, contract rights and other exempt property.
(X)

\$ 435,700 Total value of all property covered by financing statement.
(Y)

$$(X) \div (Y) = \frac{.70}{(B)}$$

Therefore, the amount of debt exempt from recordation tax is computed as
follows, in accordance with the advice of the Maryland Attorney General's
Office:

$$\frac{480,000}{(A)} \times \frac{.70}{(B)} = \frac{336,000}{(C)}$$

and the total amount of debt subject to tax upon the filing of financing
statements submitted herewith, is \$ 144,000

$$\frac{\$480,000}{(A)} - \frac{\$336,000}{(C)}$$

Pile Drivers Inc.
(Name Of Debtor)

X BY: *Barbara H. Kyle*
President

BY: _____

BY: _____

DATE: *Jan 16*, 198*8*

Mailed to Secured Party

 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) Laird Warner 7732 Locust Grove Rd. Glen Burnie, MD 21061	Secured Party Name and Address Flexi Lease Corporation 247 W. Main St. Lewisville, TX 75067	
Assignee of Secured Party C.I.T. Corporation 4510 W. 77th St. Minneapolis, MN 55435	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 1985 American, Model S355, with 1974 Thermo King Super NWD30 Trailer S/N: 1PMR04824F3039925 Thermo King S/N: 1148100916 This instrument is not subject to recordation tax.		
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>Laird Warner</u> By <u>Laird Warner</u> If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which. <u>LAIRD WARNER</u> Type or print name(s) of person(s) signing	Secured Party <u>Flexi Lease Corporation</u> By <u>Ken Blevins</u> <u>KEN BLEVINS</u> Type or print name of person signing	RECORD FEE 11.00 #02935 0345 R01 T08:56 FEB 05 85 1985 FEB -5 AM 10:06 E. AUBREY COLLISON CLERK BL CLERK

Mailed to Secured Party

58914

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 12-28-84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard R. Gartner

Address 1277 Green Holly Drive Annapolis, Md. 21401

2. SECURED PARTY

Name Healthco Professional Services Corp.

Address 6308 Blair Hill Lane Baltimore, Md. 21209

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 Adec Assestant Holder
- 1 Adec Hygremist/Dr. Cart
- 1 Adec VAC PAC II
- 1 Ritter Elite Chair
- 1 Ritter Chair Mount Light Post
- 1 Pelton Mount Light LF II
- 1 Viking Sonotron
- 1 Ritter Stool

RECORD FEE 11.00
 POSTAGE .50
 #02938 0345 R01 T08:59
 FEB 05 85

BL
CLERK

E. AUGREY COLLISON
CLERK

1985 FEB - 5 AM 10:07

RECEIVED FOR RECORD
COUNTY 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)

Mailed to Secured Party

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

Richard R. Gartner
(Signature of Debtor)

Richard R. Gartner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joan E. Otto
(Signature of Secured Party)

Joan E. Otto

Type or Print Above Signature on Above Line

11.110
SD

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 1/21/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Johnny Johnson

Address P.O. Box 117 97 Ritchie Highway Pasadena, Md. 21122

2. SECURED PARTY

Name Healthco

Address 6308 Blair Hill Lane Baltimore, Md. 21209

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 Oxy Burnout Furnace

RECORD FEE
POSTAGE

11.00
.50

#02939 0345 R01 T08:59
FEB 05 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)

X [Signature]
(Signature of Debtor)

Johnny Johnson
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Joan E. Otto
Type or Print Above Signature on Above Line

E. AUBREY COLLISON
CLERK

1985 FEB - 5 AM 10:07

RECEIVED ON RECORD
FEBRUARY 5 1985

Mailed to Secured Party

11.10
B

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)
CHESAPEAKE MARINE FASTNERS
1805 GEORGE AVENUE
ANNAPOLIS, MD 21401

2. Secured Party(ies) and address(es)
SAVIN CORPORATION
9 WEST BROAD STREET
STAMFORD, CT 06902

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:

This filing is for information only. The described property is subject to a lease agreement number 74380194

5. Assignee(s) of Secured Party and Address(es)

EQUILEASE CORPORATION
750 THIRD AVENUE
NEW YORK, N. Y. 10017

RECORDED FEE 29.00
FILING FEE 50
FEB 05 1985

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

CHESAPEAKE MARINE FASTNERS

By _____
Signature(s) of Debtor(s)

SAVIN CORPORATION

By *Stephene Blocker*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Office Copy - Not to be Filed



RECEIVED FOR RECORD
CIRCUIT COURT, WASH. COUNTY

1985 FEB -5 AM 10:07

E. AUBREY COLLISON
CLERK

29.00
50

SAVIN

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

LESSOR
LEASE NUMBER 74380194

CUSTOMER		SUPPLIER OF EQUIPMENT (SAVIN BRANCH OR DEALER)	
Name <u>Chesapeake Marine Fastners</u>		Name _____	
Address <u>1805 George Ave</u> P.O. Box _____		Address _____	
City <u>Annapolis</u> State <u>MD</u> Zip Code <u>21401</u>		City _____ State _____ Zip Code _____	
PERSON TO CONTACT		SALES REPRESENTATIVE	
TELEPHONE NO. _____		TELEPHONE NO. _____	
QUANTITY	EQUIPMENT (hereinafter called "equipment")	SERIAL NO.	
<u>1</u>	SAVIN MODEL <u>5015 plain paper copier</u>	<u>4640604726</u>	

EQUIPMENT LOCATION, OF OTHER THAN ABOVE ADDRESS OF APPLICANT

RENTAL PAYMENT AMOUNT	<u>108.28</u>	FIRST PAYMENT
<u>48</u> Monthly Payments of \$ <u>103.12</u> Plus Sales Tax \$ <u>5.16</u> Total \$ <u>18</u>		Check For This Amount Must Accompany Lease Application.
		\$ <u>324.84</u>
		1st <input checked="" type="checkbox"/> Monthly Rental
		Last <u>2</u> Monthly Rental(s)

1. Savin or its Assignee (hereinafter collectively referred to as Lessor) leases to Lessee and Lessee rents from Lessor the equipment listed above or, if separately scheduled, in the schedule hereto annexed, marked Schedule "A" and made a part hereof. Said equipment will be located at the above address and will not be moved to a new location without written permission first given by Lessor. Lessor acknowledges receipt of the first payment referred to above from Lessee. Any part of this payment not applied by Lessor as rental for the first month or quarter of the lease, shall be held as security for the performance of the terms of this lease. If Lessee is not in default hereunder, or under any other lease between the parties hereto, at the end of the term of this lease said security shall be refunded to the Lessee upon return of the leased equipment as provided in Paragraph 5 or, in the event of a default hereunder and solely at Lessors option, applied toward the payment of rent due and to become due hereunder and/or to the payment of unpaid late charges. This lease shall commence on the date accepted by Lessor and Lessee shall make his next rental payment hereunder no later than 30 days (if rentals are payable monthly) or 90 days (if rentals are payable quarterly) from the commencement date, at the sole discretion of Lessor.

2. (A) LESSEE HAS SELECTED BOTH (1) THE EQUIPMENT AND (2) THE ABOVE SUPPLIER FROM WHOM THE EQUIPMENT IS TO BE OBTAINED. LESSOR IF OTHER THAN SAVIN MAKES NO WARRANTY EXPRESSOR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND AS TO SUCH LESSOR, LESSEE LEASES THE EQUIPMENT AS IS.

(B) IF THE EQUIPMENT IS NOT PROPERLY INSTALLED, DOES NOT OPERATE AS REPRESENTED OR WARRANTED BY SUPPLIER OR IS UNSATISFACTORY FOR ANY REASON, LESSEE SHALL MAKE ANY CLAIM ON ACCOUNT THEREOF SOLELY AGAINST SUPPLIER AND SHALL, NEVERTHELESS, PAY LESSOR IF OTHER THAN SAVIN ALL RENT PAYABLE UNDER THIS LEASE. LESSEE HEREBY WAIVING ANY SUCH CLAIMS AS AGAINST SUCH LESSOR NOTHING HEREIN SHALL IN ANY WAY BE CONSTRUED AS LIMITING SAVIN'S OBLIGATION TO REPAIR DEFECTIVE AND/OR DAMAGED EQUIPMENT, WHICH OBLIGATION IS SET FORTH AS FOLLOWS:

SAVIN WARRANTS THAT EQUIPMENT IS FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AND WILL, FOR NINETY (90) DAYS FROM THE INSTALLATION DATE, REPAIR OR REPLACE, AT ITS OPTION, EQUIPMENT FOUND TO BE DEFECTIVE. SAVIN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. SAVIN IS NOT LIABLE FOR ANY DIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ANY DAMAGES ARISING OUT OF DELAYS IN REPAIR TO OR LOSS OF THE USE OF EQUIPMENT.

(C) LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER, IS AN AGENT OF LESSOR IF SUCH LESSOR IS OTHER THAN SAVIN. NO SALESMAN OR AGENT OF SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATION AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER, SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENT AND PERFORM ITS OTHER OBLIGATIONS AS SET FORTH IN THIS LEASE.

(D) LESSOR IF OTHER THAN SAVIN AGREES TO ORDER THE EQUIPMENT FROM SUPPLIER UPON THE TERMS AND CONDITIONS OF THE PURCHASE ORDER INITIALLY ATTACHED HERETO.

(E) LESSEE HEREBY ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THIS AGREEMENT.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE WHICH ARE MADE A PART HEREOF AND WHICH LESSEE ACKNOWLEDGES THAT HE HAS READ.

THIS IS A NON-CANCELLABLE
LEASE FOR THE TERM INDICATED ABOVE

ACCEPTED: 8/21 19 84 DATE _____ 19 _____
LESSEE Chesapeake Marine Fastners, Inc.

THE UNDERSIGNED AFFIRMS THAT HE IS A DULY AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR OF THE ABOVE NAMED LESSEE, AND HAS THE AUTHORITY TO EXECUTE THIS LEASE ON ITS BEHALF
By Michael A. [Signature] X Richard W. Sealer TITLE Treas
AUTHORIZED SIGNATURE

**LESSEE'S SIGNATURE IN INK IS REQUIRED
ON LEASE COPIES (Pages 2, 3, & 4)**

LEASE COPY
(07-100)

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255502

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any): 8-4-85

1. Debtor(s) (Last Name First) and address(es)
Howard F Rudo, D.D.S., P.A.
16 New Ordnance Rd.
Glen Burnie, MD. 21061

2. Secured Party(ies) and address(es)
Lease World Corporation
5000 Brush Hollow Rd.
Westbury, N.Y. 11590

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

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

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

RECORD FEE 11.00
POSTAGE .50
#02947 0345 R01 T09:09

5. Assignee(s) of Secured Party and Address(es) FEB 05 85

CENTRAL NATIONAL BANK
900 3rd AVE
NEW YORK, N.Y. 10022
5-31742

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

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

Filed with:

By: Howard F Rudo D.D.S. PA
Howard F Rudo D.D.S.
Signature(s) of Debtor(s) PRESIDENT

By: M. J. Lerner, P.A.
Signature(s) of Secured Party(ies) LEASE WORLD CORPORATION

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11.00
.50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY



1985 FEB -5 AM 10:08

E. AUDREY COLLISON
CLERK

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EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

Forming a part of the lease agreement between HOWARD F. RUDO DDS PA
_____, Lessee, and LEASE WORLD CORPORATION

LEASE DATED:

PROPERTY LOCATED AT: 16 NEW ORDNANCE ROAD
GLEN BURNIE, MD. 21061

ITEM #	QUANTITY	DESCRIPTION
		ONE (1) DOCS BUSINESS SYSTEM CONSISTING OF:
		ONE 931 CPU S/N 46329 40027
		ONE 352A DISK DRIVE S/N 38504 40074
		ONE (1) VDT TEMINAL S/N 46642 40130
		ONE (1) OKIDATA S/N 501426
		ONE (1) RACAL VADIC 212LC MODEM S/N 580284
		ONE (1) 855 PRINTER KIT S/N 25855 40985

✓ Howard F. Rudo DDS PA
Lessee

BY: Howard F. Rudo DDS, President
(Title)

AGREED TO: LEASE WORLD CORPORATION
Lessor

BY: [Signature]
(Title)

Mailed to Assignee

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255503

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 John W. Ritter Trucking, Inc.

Address Box 244, 8319 Md. Route 3, Millersville, Maryland 21108

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

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

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 17.00
POSTAGE 50
902763 0345 ROL 107114
FEB 05 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 W. Ritter Trucking, Inc.

(Signature of Debtor)

John W. Ritter, V.P.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]

(Signature of Secured Party)

Larry F. Kimmel, Assistant Sec.

Type or Print Above Signature on Above Line

BL
CLEW

1985 FEB -5 AM 10:08
E. AUGUST COLLISON
CLERK

17.50

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 16th day of January 1985 by and between

John W. Ritter Trucking, Inc., having its principal place of business at
Box 244, 8919 Rd. Route 3, Millersville, Maryland 21108

"Mortgagor", and Credit Alliance Corporation "Mortgagee"

WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage shall be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6 Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of .30% for each .25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

John W. Ritter Trucking, Inc. (Seal)
Mortgagor

[Signature]
Secretary

By *[Signature]* (Title)

STATE OF Maryland }
COUNTY OF Anne Arundel } SS

John W. Ritter being duly sworn, deposes and says

- 1. He is the **President** of **John W. Ritter Trucking, Inc.** (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____ day of _____, 19____
NOTARY PUBLIC

[Signature]

STATE OF _____, COUNTY OF _____ SS
I, _____, a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____, in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)
and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of **John W. Ritter Trucking, Inc.** who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written
(Notary Seal) _____ NOTARY PUBLIC

SCHEDULE "A"

INDEX - 432 PAGE 280

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated January 16, 19 85 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Three (3)	Used Fruehauf Model FBX-F2-44 Van Trailers S/N's	FBX-F2-44	CHP128983 CHP129038 CHP128914
The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

John W. Ritter Trucking, Inc.

By: *[Signature]*

Mailed to Secured Party

#61079
paid 1/28/85

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

...January, 28, 1985.....19....

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. 224190 400/492 in Office of Clerk of Court, Anne Arundel County
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Leonard F & Faith A Knott
110 Reavis Road
Hanover Md 21076

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.

Mailed to Household Finance Corporation
Secured Party

By W. Daley
Its Branch Office Manager

RECORD FEE 10.00
POSTAGE .50
#02952 C345 M1 109:19
FEB 05 85

RECEIVED FOR RECORD
CLERK COURT ANNE ARUNDEL COUNTY
1985 FEB -5 AM 10:08
E. AUBREY COLLISON
CLERK

10.00
58

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 12/21/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Severna Park Shell, Inc.
Address MD Route 3 Southbound, Millersville, MD 21108

2. SECURED PARTY

Name SHELL OIL COMPANY
Address P. O. BOX 1703 ATLANTA, GA 30371
Attn: C. A. Gates, Customer Support

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 2.00

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

ALL INVENTORY AND EQUIPMENT (INCLUDING FIXTURES) NOW OWNED OR HEREAFTER ACQUIRED, ALL ACCOUNTS RECEIVABLE NOW EXISTING OR HEREAFTER ARISING, AS WELL AS THE PROCEEDS FROM ALL SALES OF INVENTORY AND EQUIPMENT AND COLLECTION OF ACCOUNTS RECEIVABLE, LOCATED ON THE PREMISES AT DEBTOR'S ADDRESS SPECIFIED IN THE SECURITY AGREEMENT, AND/OR RELATED TO THE CONDUCT OF DEBTOR'S BUSINESS THERE.

002456 0345 R01 TOP:24
FEB 05 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)

Service Station Premises located at MD Route 3 Southbound

Millersville, MD 21108

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

1985 FEB - 5 AM 10:09
E. ALBERT COLLISON
CLERK

BL
CLERK

Malcom G. Mann
(Signature of Debtor)

Severna Park Shell, Inc.
Type or Print Above Signature on Above Line

Malcom G. Mann
(Signature of Debtor)

Malcom G. Mann
Type or Print Above Signature on Above Line

K. J. Gill
(Signature of Secured Party)

K. J. Gill
Type or Print Above Name on Above Line

Mailed to Secured Party

11.00
85

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM UCC-2

INSTRUCTIONS

1. This form is designed to avoid double typing when filing with more than one office. Place this form over UCC-1.
2. PLEASE TYPE this form. Fold only along perforation for mailing.
3. Send all 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee of \$1.00. Type on last line all offices in which Statement is filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5"x8" or 8"x10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
7. At the time of original filing, filing officer will return third copy as an acknowledgment. At a later date, secured party may date and sign the termination legend and use third copy as a Termination Statement.

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) New Era Homes, Inc. Industrial Park Rd. Belington, WV 26250	2 Secured Party(ies) and address(es) Bradford or Cindy Talbott Rt. #1 BELINGTON BANK Box 34 XXXXXXX BELINGTON, W. VA. 26250	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:

NE#56-84,/01-85 34 X 52 Special Beverly

RECORD FEE 11.00
#02957 0345 R01 TOP#26
FEB 05 1985

ASSIGNEE OF SECURED PARTY

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

Filed with: Barbour County, WV - Anne Arundel County, MD

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

(1) FILING OFFICER COPY - ALPHABETICAL



RECEIVED FOR RECORD
1985 FEB -5 AM 10:09
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

MARYLAND TERMINATION STATEMENT

Date 1/15/85, 196

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: Thomas F Hawkins
1819 Village Sq Ct
Severn, MD 21144

2. Secured Party and address (Type complete corporate name):
Thorp Credit Inc.
511 B Eastern Ave
Balto MD 21221

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 449 page 123 124

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.
(TYPE COMPLETE CORPORATE NAME)

By: Mary marks MANAGER

(Type signature below name)

AR 2/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

AA
balto county

Mailed to Secured Party

10.00
FEB 05 85

10

1985 FEB -5 AM 10:13
ALBERT COLLISON

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 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)

Radios, 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 - Stacher Model
 - S/N 34-1380
 - 34-1381
 - 35-1423

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 13.00
M1327 1237 R02 110:10
FEB 05 85

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

13-

1985 FEB -5 AM 10:13
E. AUDREY COLLISON
CLERK

BL
CLERK

RECEIVED FOR RECORD
MORTGAGE & DEEDS
SECTION

BELL & HOWELL ACCEPTANCE CORPORATION
FINANCING AGREEMENT

LIBER - 482 PAGE 292

THIS AGREEMENT is made by and between the Buyer and BHAC with respect to the Equipment described below:

Buyer **The Mailroom, Inc.**
7155 Furnance Branch Road
Glen Burnie, Md. 21061

BHAC
Bell & Howell Acceptance Corporation
7100 North McCormick Road
Chicago, Illinois 60645
(312) 673-3300

Product Code	Quantity	Description of Equipment	Serial No.	List Price
	3	Six Station Imperial Inserts - Stacker Model	S/N 34-1380 34-1381 35-1423	\$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)	\$ <u>85,050.00</u>	(iv) OFFICIAL FEES	\$ <u>-0-</u>
(ii) TOTAL DOWN PAYMENT (x + y)	\$ <u>27,000.00</u>	(v) PRINCIPAL BALANCE (iii + iv)	\$ <u>58,050.00</u>
(x) CASH DOWN PAYMENT	\$ <u>27,000.00</u>	(vi) FINANCE CHARGE	\$ <u>12,181.20</u>
(y) ALLOWANCE FOR TRADE-IN	\$ _____	(vii) TIME BALANCE (v + vi)	\$ <u>70,231.20</u>
(iii) UNPAID BALANCE OF CASH PRICE (i-ii)	\$ <u>58,050.00</u>	(viii) TOTAL PURCHASE PRICE (ii + vii)	\$ <u>97,231.20</u>

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 10, 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 Furnance 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 Contract

(3) SELLER'S FILE COPY

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 installment 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 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 proceeds of the Equipment shall be deemed to be the proceeds of the BHAC.

(b) In connection with the execution of this Agreement, Buyer shall sign financing statements in proper form 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 on or affixed to other goods, or will become a fixture, then Dealer shall obtain the written consent to this Agreement, in form and substance satisfactory to BHAC, of each present or future owner and be the instrument of the other goods or real estate to which the Equipment is installed or affixed.

(d) Buyer shall from time to time execute in presence 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 including 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 total harmless interest both in Section 10(b). Buyer shall forward 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 which is 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 shall so advise any successors to the interest shown against the interest owing by Buyer hereunder.

10. Other Covenants of Buyer.

(a) Buyer shall promptly pay and discharge all taxes, fees and assessments, now or in the future, on or arising out of the purchase, use or possession of the Equipment.

(b) Buyer shall not create, assume, incur or permit to be incurred, nor charge, charge, assign or transfer, or make any assignment of any kind in respect of the Equipment, nor shall Buyer sell, lease, license, assign or otherwise dispose of all or any part of the Equipment to third parties without the prior written consent of BHAC.

(c) Buyer shall at all times indemnify and hold BHAC harmless against all claims, liabilities or damages, now or in the future, 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 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 amount 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 15 days.

(c) Any misappropriation or representation made by Buyer to BHAC in connection with this Agreement, including any credit application, shall prove to have been false or incorrect as of the date when made.

(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) Liquidation, merger or consolidation, 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 which impairs its ability to pay.

12. Remedies.

(a) If any event of default specified in Section 11 shall occur and be continuing, then BHAC may, at its option, demand that all amounts due or to become due hereunder shall be immediately and become immediately due and payable without notice or demand. In addition, BHAC may, at its option, require Buyer to assemble the Equipment and make it available to BHAC, to remove the premises at which the 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 thereafter may use all rights and remedies as available under applicable law.

(b) Unless prohibited by applicable law, Buyer hereby waives any and all remedies, advertisements, hearings or actions 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 constructive notification of such action or occurrence under applicable law, provided, however that if the principal source of title is a three (3) year period of possession, such shorter period shall constitute reasonable notification under applicable law.

(c) Buyer and BHAC agree that if a petition under Title 12 of the United States Code is filed by or against Buyer and if the Equipment is included in the property of Buyer as stated in bankruptcy, then, if 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.

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

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. 240541
RECORDED IN LIBER 444 FOLIO 158 ON 11/23/81 (DATE)

1. DEBTOR

Name Wilson, John Jr.
Address 4413 Mountain Rd., Queen Anne, MD 21657

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: <u>Term.</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p> </p>	

1985 FEB -5 AM 10:14
E AUBREY COLLISON
RECORDS SECTION

RECORD FEE 10.00
POSTAGE .50
#81328 0237 R02 110:11
FEB 05 85

Dated 17 January 1985

John Deere Company
[Signature]
(Signature of Secured Party)
R. W. Edwards, Ass't. Treas.
Type or Print Above Name on Above Line

kaw

Mailed to Secured Party

105

LIBER - 452 PAGE 295

755507

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

1 Debtor(s) (Last Name First) and address(es) New Era Homes, Inc. Industrial Park Rd. Belington, WV 26250	2 Secured Party(ies) and address(es) BELINGTON BANK P. O. BOX 10 BELINGTON, W. VA. 26250	Security date (if any): Filing Officer (Date, Time, Number, and Filing Office)
---	---	---

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

— Fairfax Modular 24x40 NE 02-85

ASSIGNEE OF SECURED PARTY

RECORD FEE 11.00
881350 1237 102 110:12
FEB 05 85

Check If covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with: Clerk, Anne Arundel County Circuit Court & Clerk, Barbour County ST. of WV

NEW ERA HOMES, INC. BELINGTON BANK

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

(1) FILING OFFICER COPY - ALPHABETICAL

RECEIVED FOR RECORD
CIRCUIT COURT, BARBOUR COUNTY
1985 FEB -5 AM 10:14
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 8. Maturity date (if any): 8/9/12

1. Debtor(s) (Last Name First) and address(es)
Equipment Leasing Associates II
1007 Pearl Street, Suite 250
Boulder, CO 80302

2. Secured Party(ies) and address(es)
Colorado National Bank
of Denver
17th & Champa
Denver, CO 80202

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

RECORD FEE 11.00
#81331 0237 102 110:13
FEB 05 85

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

Description of collateral on Exhibit A attached hereto and made a part hereof.

Equipment is located at Camp Meade Rd.-BWI Airport
Baltimore, Maryland

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: Clerk of the Circuit Court, Baltimore County, Baltimore, MD 21201

Equipment Leasing Associates II

Colorado National Bank of Denver

By: Edward C. Coffey, Sr. V-P
Signature(s) of Debtor(s)

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 FEB -5 AM 10:14

E. AUBREY COLLISON
CLERK

11-

LIBER - 482 PAGE 297

Exhibit A, attached to and made a part of a
Financing Statement executed by Equipment Leasing Associates II
and Colorado National Bank of Denver

Description of Collateral:

All equipment sold by Wang Laboratories to Equipment Leasing Associates II pursuant to a Purchase Agreement between Wang Laboratories and Highline Financial Services, dated August 28, 1980, which was subsequently assigned by Highline Financial Services to the Debtor, and all lessees of all equipment which may now exist or hereafter arise together with all of the Debtor's rights thereunder, all rental payments due and to become due thereafter and all monies due and to become due in connection with the exercise by any lessee thereunder of any option, if any, to purchase the equipment. The equipment sold by Wang Laboratories is word processing equipment.

Mailed to Secured Party

LIDER - 482 PAGE 298

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) Cherry Hill Construction, Inc. 8170 Mission Road Jessup, MD 20794	2. Secured Party(ies) and address(es) Associates Commercial Corporation 1604 Santa Rosa Rd., Suite 137 Richmond, VA 23288	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>244587</u> Liber <u>458</u> Page <u>471</u> Filed with <u>A. Arundel County</u> Date Filed <u>1/31/83</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 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 checked="" 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. Collateral same as original - this is filed to change corporate name only.		

RECORD FEE 10.00
 POSTAGE .50
 #81332 0237 R02 T10:16
 No. of additional Sheets presented FEB 05 85

Cherry Hill Construction, Inc. _____ Associates Commercial Corporation _____
 By:  James A. Openshaw, Jr./President 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

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1985 FEB -5 AM 10:27
 E. AUBREY COLLISON
 CLERK



Mailed to Secured Party

1050

Anne Arundel County
Filing Fee: \$11.50
Recordation: \$147.00

255500

LIBER - 482 PAGE 299

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 \$20,805.00.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Charles Roberts, Inc	1497 Ritchie Hwy Arnold, Md 21012

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

to which this Statement should be delivered after it is recorded and from which additional information may be obtained.

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

1984 Bear Diagnostic Computer Model # 4951
Serial # 11D358-11D108

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

RECORD FEE	11.00
RECORD TAX	143.50
POSTAGE	.50
#03008 0040 R01 T10:26	
FEB 05 85	

5. Proceeds)
.....Products)) of the collateral are also specifically covered.

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
Charles Roberts, Inc	THE CITIZENS NATIONAL BANK
By: <u>Charles Roberts</u>	By: <u>Michael J. Loppato</u> Vice President

By:
Type or print all names and titles under signatures.



Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANN ARUNDEL COUNTY

1985 FEB -5 AM 10:30

E. AUBREY COLLISON
CLERK

11.00
143.50
50

11.00
143.50
50

4120584RMZ

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

December 19, 1984

Not subject to Recordation Tax
Principal amount of debt secured is:
\$150,000.00

FINANCING STATEMENT

- 1. Debtor: Address:
SOL COOPER and LENORA COOPER,
F. CHESTER CAIN and HELEN H. CAIN,
and ROBERT B. SWEDBERG and
ELIZABETH A. SWEDBERG, individually
and together doing business as
CSC #3 PARTNERSHIP, a Maryland
general partnership 2825 Southaven Road
Annapolis, Maryland 21401
- 2. Secured Party: Address:
FIRST AMERICAN BANK OF MARYLAND 8701 Georgia Avenue
Silver Spring, Maryland 20910
- 3. Trustees: Address:
WILLIAM E. THOMPSON and
MARY C. MARTIN 8701 Georgia Avenue
Silver Spring, Maryland 20910
- 4. THIS FINANCING STATEMENT COVERS:

RECORD FEE 23.00
POSTAGE 50
FEB 6 85

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.



1985 FEB - 6 AM 10:04
E. ADRIAN COLLISON

23.00
50

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owned by the Debtor to the Secured Party.

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

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

SOL COOPER AND LENORA COOPER,
F. CHESTER CAIN AND HELEN H.
CAIN, ROBERT B. SWEDBERG AND
ELIZABETH A. SWEDBERG,
INDIVIDUALLY AND TOGETHER DOING
BUSINESS AS CSC #3 PARTNERSHIP,
A MARYLAND GENERAL
PARTNERSHIP

By: Sol Cooper [SEAL]
Sol Cooper

By: Lenora Cooper [SEAL]
Lenora Cooper

By: F. Chester Cain [SEAL]
F. Chester Cain

By: Helen H. Cain [SEAL]
Helen H. Cain

By: Robert B. Swedberg [SEAL]
Robert B. Swedberg

By: Elizabeth A. Swedberg [SEAL]
Elizabeth A. Swedberg

SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

By: Earl R. Gieseman (SEAL)
Earl R. Gieseman, Vice President
(Title)

The property is described as follows:

Lots Numbered 2337 and 2338 in the subdivision known as "MAP OF WOODLAND BEACH", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 8 at Plat Number 9.

Lots 6279, 6280, 6281 and 6282 in the subdivision known as "FOURTH MAP WOODLAND BEACH", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 8 at Plat Number 15.

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

Linowes and Blocher
8720 Georgia Avenue, Fifth Floor
P.O. Box 8728
Silver Spring, Maryland 20907
Attention: Richard M. Zeidman, Esquire

Mailed to:

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 pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gladding Chevrolet, Inc. T/A JBA Leasing

Address 7327 Ritchie Hwy., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Mercantile-Safe Deposit & Trust Company

Address 766 Old Hammonds Ferry Road, Linthicum, Maryland 21090

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 ACCOUNTS RECEIVABLE CONTRACT RIGHTS AND CHATTEL PAPER NOW OWNED OR HEREAFTER ACQUIRED; ALL RIGHT TITLE AND INTEREST OF DEBTOR IN AND TO LEASES OF ALL MOTOR VEHICLES NOW OWNED OR HEREAFTER ACQUIRED, ON WHICH MERCANTILE SAFE DEPOSIT AND TRUST COMPANY IS THE SECURED PARTY.

RECORD FEE 12.00
POSTAGE .50
981439 0345 102 109:50
FEB 6 05

CHECK X THE LINES WHICH APPLY

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

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

X (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joseph Aiello, President
(Signature of Debtor)

Joseph Aiello, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Phillip O. Cassidy, VP
(Signature of Secured Party)

Phillip O. Cassidy, VP

Type or Print Above Signature on Above Line

E. AUDREY COLLISON
CLERK

1985 FEB - 6 AM 10: 07



Mailed to Secured Party

12.00
50

255512

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ RECORD FEE 12.00
POSTAGE 50
481433 0345 102 109:54
FEB 6 85

FINANCING STATEMENT

1. Debtor(s): CHA, KWANG SUN
Name or Names—Print or Type

Address—Street No., City - County State Zip Code

CHA, EUN SONG
Name or Names—Print or Type

704 Crain Highway A.A. Glen Burnie, Md. 21061
Address—Street No., City - County State Zip Code

2. Secured Party: HONG, JIN PYO
Name or Names—Print or Type

7311 Furnace Branch Rd. Glen Burnie, Md 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All equipment located at Glen Burnie Laundromat, 704 Crain Highway, Glen Burnie, Maryland as mor fully describ ed on attached list.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

KWANG SUN CHA
(Signature of Debtor)

KWANG SUN CHA
Type or Print

Eun Song Cha
(Signature of Debtor)

EUN SONG CHA
Type or Print

(Company, if applicable)
Jin Pyo Hong
(Signature of Secured Party)

JIN PYO HONG
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 Robert Jay Yerman, Esq., 5 Light Street, 11th Floor, Baltimore, Md.
Lucas Bros. Form F-1 21202



RECEIVED IN RECORDS
LIBERTY COUNTY

1985 FEB -6 AM 10:07

E. AUDREY COLLISON
CLERK

Handwritten initials/signature

LIST OF EQUIPMENT

26 Double load Bendix washing machines
1 Triple load Wascomex washer
1 35 lb. washing machine
1 8 lb. dry cleaning machine-Bendix
8 International dryer
8 Hubb dryers
1 coin changer machine
1 conveyer
1 cash register
1 scale
1 sewing machine-Singer
1 hot water tank
1 hot water storage tank
2 counter
1 large clothing cart
6 small clothing carts

Mailed to Secured Party

SANDRO MILIMAN
& YERMAN
ATTORNEYS AT LAW
1117 STREET, 11TH FLOOR
BALTIMORE, MD. 21202
SARATOGA 7 0114

maryland national bank

FINANCING STATEMENT

255513

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at SDAT and ~~Baltimore City~~ 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 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: Construction Management Associates, Inc.
 Address: 1757 Old Annapolis Boulevard, Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank
 Address: 10 Light Street, Baltimore, Maryland 21202
 Attention: John H. Hennessey, Jr.

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 the 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 the 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 the 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. Chattel Paper. All of the chattel paper of the 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 the Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of the Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. Other. All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

RECORD FEE 11.00
1985 FEB 6 11:31
FEB 6 85

CONSTRUCTION MANAGEMENT ASSOCIATES, INC. (Seal)
Debtor's Name

By Charles L. Gomez (Seal)
Signature and title
Charles L. Gomez, President

By _____ (Seal)
Signature and title

By _____ (Seal)
Signature and title

Secured Party
Maryland National Bank

By Andrew B. Thomas (Seal)
Signature and title
Andrew B. Thomas, Vice President

By _____
Type name and title

Mr. Clerk: Please return to ~~Maryland National Bank~~ Anne C. Evans, Esquire

207-83 REV. 4-82

Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

Mailed to: 9



RECEIVED FOR RECORD
CLERK COURT & COUNTY
1985 FEB -6 AM 10:57

E. AUBREY COLLISON
CLERK

11.20
58

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 459 Page No. 531
Identification No. V46537 Dated 3/10/83

1. Debtor(s) ANNAPOLIS COPY CENTER
Name or Names—Print or Type
738 WEST ST. ANNAPOLIS, MD. V1K01
Address—Street No., City - County State Zip Code

2. Secured Party ADVANCE BUSINESS SYSTEMS & SUPPLY CO.
Name or Names—Print or Type
1753 GREENSPRING DR. TIMONIUM, MD. V1293
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.) <u>TERMINATION</u></p>

RECEIVED
1985 FEB - 6 AM 10:57
E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE .50
#81474 0345 R02 T10:38
FEB 6 85

Dated: January 18, 1985
ADVANCE BUSINESS SYSTEMS & SUPPLY CO.
Name of Secured Party
[Signature]
Signature of Secured Party
ALAN I. ELKIN, PRES
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Mailed to Secured Party

10.00
50

STANDARD FORM
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc. may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

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) Rickey L. Morris 830 Shore Drive Edgewater, Maryland 21037	2 Secured Party(ies) and address(es) Jefferson Bank & Trust 8703 Central Avenue Capitol Heights, MD 20743	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
Title #835-J Hull 510 1965 36 Ft. Crusier

NOT SUBJECT TO RECORDATION TAX

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

RECORD FEE 12.00
POSTAGE .50
981475 0345 102 110:46
FEB 6 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:

By: Rickey L. Morris Signature(s) of Debtor(s)
By: Jim White Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1. (For Use In Most States)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A. A. COUNTY
1985 FEB -6 AM 10:57
E. AUBREY COLLISON
CLERK



12.10
JP

FINANCING STATEMENT

255515

- 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) _____
 Best Security Systems, Inc. 775 South Mesa Road
 Millersville, MD 21108

6. Secured Party _____ Address _____
 Equitable Bank, National Association
 Attention: Barbara Wykowski 100 S. Charles Street, Baltimore, MD 21202
 Banking Officer

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

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents) both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

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

9. All or a portion of the property described above is affixed to 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
 Best Security Systems, Inc. (Seal) _____ (Seal)

BY: *Thomas F. Ford* (Seal) _____ (Seal)
 Thomas F. Ford, President

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)



RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY
 1985 FEB -6 AM 10:58
 E. AUBREY COLLISON
 CLERK

11.00
[Signature]

11.50

RECORDATION FEE
 11.00
 .50
 1985 FEB 02 10:47
 FEB 6 85

SCHEDULE A

LIBER - 482 PAGE 310

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 Best Security Systems, Inc., a Maryland corporation.

F. Specific Equipment and Fixtures (cont.)

One Ademco Computerized Alarm Processing System Model #DESK 1
Serial #218900

Mailed to Secured Party

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 (X) NAME OF RECORD OWNER James E. Forrester Patti G. Forrester

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.

James E. Forrester Patti G. Forrester 65 Post Street Newport News, Virginia 23601

Check the box indicating the kind of statement. Check only one box.

- (X) ORIGINAL FINANCING STATEMENT () CONTINUATION-ORIGINAL STILL EFFECTIVE () AMENDMENT () ASSIGNMENT () PARTIAL RELEASE OF COLLATERAL () TERMINATION

RECORD FEE 12.00 POSTAGE .50 #01478 0345 R02 J10:51 FEB 6 85

Name & address of Secured Party

Commerce Bank 3450 Pacific Avenue Virginia Beach, VA 23451

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

SEA SPRITE 30 - Standard Boat

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Mailed to Secured Party

Description of Real Estate if applicable:

1250

Signature of Debtor if applicable (Date) November 30, 1984

Commerce Bank By: Gloria J. Abel, Asst. Vice President Signature of Secured Party if applicable (Date)

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

LIBER - 482 PAGE 312

For Filing Officer Use

File No. _____
Date & _____
Hour _____

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) (Dealer) _____ No. _____ Street _____ City _____ State _____
(Last Name First)

Thacker Oldsmobile-Cadillac Co. 34 Hudson Street Annapolis, MD 21401

Name of Secured Party (Distributor) _____ No. _____ Street _____ City _____ State _____
Chesapeake Petroleum & Supply Co., Inc. 16821 Oakmont Ave. Gaithersburg, MD 20877

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

2 - WEAVER (AFF-50-A) Lifts (Serial Numbers 5AR 1123, 5AU 1270)

"Not Subject to Tax"

(If affixed to realty—state value of each article)

RECORD FEE 11.00
487879 1345 102 110.51
FEB 6 85

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) (Dealer)

Thacker Oldsmobile-Cadillac Co. Inc.

Secured Party Distributor
Chesapeake Petroleum and Supply Co. Inc. (Seal)

(Corporate, Trade or Firm Name)

[Handwritten Signature]

Signature of Secured Party (Distributor)

Rexford A. Davis (President)

Jos A. THACKER

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

RECEIVED RECORD
PROPERTY RECORDS
ANNE ARUNDEL COUNTY
1985 FEB -6 AM 10:58
E. AUBREY COLLISON
CLERK



Mailed to Secured Party

10.00
11.06

FINANCING STATEMENT

- 1. Names of Debtor: JAMES L. BOYER
PAMELA A. BOYER
Address: 2011 Ruxton Road
Towson, Maryland 21204
- 2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate and Mortgage Banking
Department
10 Light Street
Baltimore, Maryland 21202

RECORDED
ANNE ARUNDEL COUNTY

1985 FEB -6 PM 2:32

E. AUDREY COLLISON
CLERK

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

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated February 1, 1985 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

BL
CLERK

(b) All accounts receivable in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

- 4. Recordation tax on the principal sum of \$375,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtor:

J. Boyer
James L. Boyer
Pamela A. Boyer
Pamela A. Boyer

Secured Party:

MARYLAND NATIONAL BANK
By *R.B. Diffenderffer, Jr.*
R.B. Diffenderffer, Jr.
MORTGAGE LEND OFFICER

RECORD FEE 12.00
POSTAGE .50
481508 0055 R02 T14:30
FEB 6 85

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Kathleen M. Donahue

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, BALTIMORE COUNTY AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

12/30

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

ALL that lot of ground being known and designated as Lot No. 15, as shown on a Plat entitled, "Resub-division of Lots 15 and 16, BWI COMMERCE PARK, Plat Two", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 90, page 29.

THE MONUMENTAL TITLE CO.
The Monumental Title Bldg.
SEVERNA PARK MD. 21146

Mailed to: _____

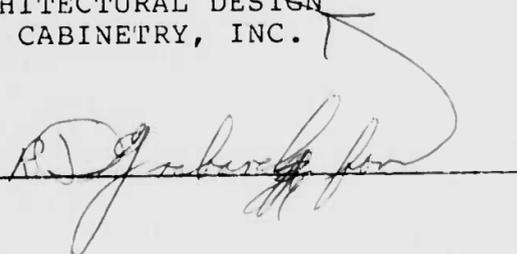
(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Union Trust Company of Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots in the same subdivision(s) later acquired by Debtor and encumbered by the lien of the Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

ARCHITECTURAL DESIGN
AND CABINETRY, INC.

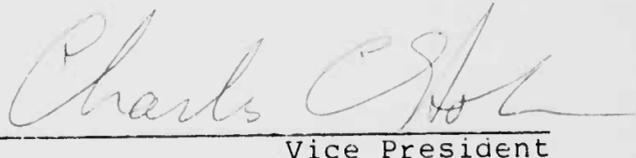
By



SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By


Vice President

SCHEDULE A

All that lot of ground in Anne Arundel County, Maryland, being known and designated as Lot 1 on a Plat entitled, "Plat 1, THE WOODS," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 62, folio 15.

THE FOUNTAINHEAD TITLE GROUP
210 ROCKHILL BLVD.
SEVERNA PARK MD 21156
204-288-2000

Mailed to:

Fountainhead

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

LIBER - 482 PAGE 313
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 Willis E. Neal, Sr., T/A Willis E. Neal, Sr., Trucking
Address 845 Hardwood Rd., Hardwood, MD 20776

2. SECURED PARTY

Name Deutshce Credit Corporation
Address One Penn Center West #201, Pittsburg, PA 15276

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

3. Maturity date of obligation (if any) _____

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

One (1) 1984 LTL 9000 Tractor, 400 cummins engine, RTO 14613
13 sppd transmission, 12,000 lbs. fronts, 38,000 lbs. rears;
air ride suspension, dlb. sleeper

One (1) 1980 Ford LN9000, Detroit engine, 10 speed, A/C, P/S

FILED
HARWOOD COUNTY

1985 FEB -7 AM 9:37

E. AUBREY COLLISON
CLERK

BL
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)

RECORD FEE 12.00
#03191 0345 R01 T09#21
FEB 7 85

Mailed to Secured Party

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
Willis E. Neal, Sr.,
T/A Willis E. Neal, Sr. Trucking
Willis E. Neal, Sr.
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

12.00

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

LIBER - 482 PAGE - 319

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 KFC National Management Co. d/b/a
Name Kentucky Fried Chicken
Address 7225 Parkway Dr Hanover MD 21076

2. SECURED PARTY
Name AT&T INFORMATION SYSTEMS INC
Address 1100 WAYNE AVE
Silver Spring Md 20910

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

3. Maturity date of obligation (if any) _____

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

RECORD FEE 11.00
POSTAGE .50
#03192 0345 801 TOP#22
FEB 7 85

HORIZON VS. COMMUNICATIONS SYSTEM.

1985 FEB - 7 AM 9:38
E. ADRIAN COLLISON
CLERK

RECEIVED FOR RECORD
CLERK'S OFFICE
BALTIMORE COUNTY



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)

[Signature]
(Signature of Debtor)

Richard J. Sivewright
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] 11.00
1.50

[Signature]
(Signature of Secured Party)

F A RICCARDO Branch Mgr
Type or Print Above Signature on Above Line

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.

225555

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

1. DEBTOR

Name Santini, Steve
T/A Wash On Wheels
Address 482 Cornell Court, Glen Burnie, Maryland 21061

RECORD FEE 12.00
POSTAGE .50

#03193 0345 001 T09#23
FEB 7 85

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) Hotsy S45 High Pressure Hot Water Washer
Serial Number H 2932 - 0185

Conditional Sales Contract

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)

Steve Santini T/A Wash On Wheels

X Steve G. Santini
(Signature of Debtor)

Steven G. Santini - Owner
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

RECEIVED FOR RECORD
ST. LOUIS COUNTY
1985 FEB -7 AM 9:38
E. AUBREY COLLISON
CLERK

BL
CLEAN

Mailed to Secured Party

RCW
&

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

LIBER - 482 PAGE 321

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253012

RECORDED IN LIBER _____ FOLIO _____ ON 8/1/84 (DATE) Book 475 Page 499

Clerk of Court of Anne Arundel County

1. DEBTOR LESSEE:

Name J&S: PETER F. VERKOUW, M.D., P.A. & RODNEY L. BRIMHALL, M.D., P.A.

Address 1419 Forest Drive, Annapolis, MD 21403

2. SECURED PARTY LESSOR:

Name HBE LEASING CORPORATION

Address P.O. Box 27340, 11330 Olive St. Rd., St. Louis, MO 63141

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 checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
ASSIGNEE: INVESTORS SAVINGS & LOAN ASSN., GP#AI 249 Millburn Millburn, NJ 07041		
All collateral as listed on original filing.		
Lease #11018.01		

RECORD FEE 12.00
#03184 0345 R01 T09#24
FEB 7 85

E AUBREY COLLISON
CLERK

1985 FEB - 7 AM 9:38

RECEIVED FOR RECORD
CLERK OF COURT ANNE ARUNDEL COUNTY

Mailed to Secured Party



Dated _____

[Signature]
Vice President
(Signature of Secured Party)

HBE LEASING CORPORATION
Type or Print Above Name on Above Line

12.00

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

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

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

1. LESSEE Health America of Maryland, L.P.

 _____ (Name or Names)
200 Hospital Drive, Suite 20, 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:
 See Schedule A

1985 FEB - 7 AM 9:38
 E. J. COLLISON
 CLERK



RECORD FEE 11.00
 POSTAGE .50
 FEB 7 65

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

LESSEE
Health America of Maryland L.P.

 By: Stryker Warren, Jr. President
 _____ (Title)
President, HealthAmerica G.P., Inc.

 (Type or print name of person signing)
 By: Stryker Warren, Jr.
 _____ (Title)
President, HealthAmerica G. P., Inc.

 (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
 Mailed to: _____

11.00
 5

SCHEDULE A

Lanier Series XX Electronic Key Telephone System Equipped for 12 lines/20 Stations. Capacity is for 21 lines/56 stations. Also equipped for Music on hold and cable.

<u>Quantity</u>	<u>Description</u>
1	Key Service Unit
1	CPU Memory Unit
1	Auxiliary CPU Unit
1	Power Unit
1	Intercom Unit
2	Crosspoint Unit
3	Station Interface Cards
4	Central Office Interface Cards
1	Power Supply
1	*Repertory Dial Unit
17	20 Button Sets
1	DSS Interface Cards
1	DSS Console
1	Wall Mount Kit for KSU
5	Wall Mount Adapters for EKT's
1	Battery Backup w/Batteries
5	Long Handsets Cords
1	Wiring for Pay Station
2	Jacks plus Installation
1	Headset

Equipment Location: North Arundel Medical Center
200 Hospital Drive, Suite 20
Glen Burnie, Maryland 21061

Approved and agreed to this 21 day of December, 1984

Health America of Maryland, L.P.

X. R. H. M. H.

Chesapeake Industrial Leasing Co., Inc.

Gordon L. Hill

255505

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 records-
does not indicate amount of taxable debt here. \$ _____

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

This financing statement Dated 1-15-85 is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Raymond & Donna Ward
Address Severn MHP Lot 52 Severn, Md. 21144

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 unit, Phil., Pa 19107

3. Maturity date of obligation (if any) _____

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

1 new 1985 Commodore 60 x 14 mobile home, serial 20792A

Amount financed 16080.00

1985 FEB - 7 AM 9:47
E. AUBREY COLLISON
CLERK

Mailed to Secured Party
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)

RECORD FEE 12.00
POSTAGE .50
891589 COSS R02 109430
FEB 7 85

Raymond Raymond Ward
(Signature of Debtor)

Raymond Ward
Type or Print Above Name on Above Line

Donna Donna Ward
(Signature of Debtor)

Donna Ward
Type or Print Above Signature on Above Line

Gilbert A. Mobley, Jr.
(Signature of Secured Party)

Gilbert A. Mobley, President
Type or Print Above Signature on Above Line

M&M Mobile Homes Inc,

12/21/85

S B P

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

INSTRUCTIONS

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 4 copies with interleaved carbon paper to the filing officer.
- If space provided for any item(s) is inadequate, the item(s) should be continued on additional sheets, preferably 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of four copies of Form UCC-3. Long schedules of collateral, etc. may be on any size paper convenient for the secured party.
- At the time of filing, filing officer will return third copy as an acknowledgment.

This STATEMENT is presented to THE SECRETARY OF THE STATE for filing pursuant to the Uniform Commercial Code

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

ADKINS, ELMER R.
820 Monroe Street
Annapolis, Maryland 21403

2 Secured Party(ies) and Address(es)

NEW ENGLAND SAVINGS BANK
63 EUGENE O'NEILL DRIVE
NEW LONDON, CONN. 06320

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

RECORD FEE 10.00
POSTAGE 50
381872 C055 R02 T09:32
FEB 7 85

Liber #464, Page #585

This statement refers to original Financing Statement No. 248604 Dated Aug 15, 19 83

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:

FULL RELEASE

3 THIS RELEASE OR ASSIGNMENT COVERS THE FOLLOWING DESCRIBED COLLATERAL

1970 39' Person Sloop Fiberglass Hull #2
1970 30 HP Universal Atomic 4 gas engine #UJ-5US

4 Name and address of assignee

Mailed to ~~Secured Party~~

RECEIVED FOR RECORD
SOUTHERN DISTRICT COURT, S.S. COUNTY

1985 FEB -7 AM 9:48

E. AUBREY COLLISCHON
CLERK

NEW ENGLAND SAVINGS BANK

Dated

Jan 4

19 85

By

J Linda C. Herman

(Signature of Secured Party)

Mailed to

E. ADKINS

RETURN: P.O. Box 4574

ANNAPOLIS, MD. 21403

1000/50 (1) Filing Officer Copy - Alphabetical
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-3 REV. 3-77

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

January 29 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. 229621 in Office of Larrimore Anne Arundel County
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):
Liber 418 folio 534

Edmund and Shirley Luczynski
8053 Winding Wood Rd. T3
Glen Burnie MD 21061

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

Secured Party

By: *[Signature]*
GLEN BURNIE, MD, 21061
Its Branch Office Manager

Mailed to: _____

RETURN FEE 10.00
POSTAGE 1.50
#01574 0055 1002 109734
FEB 7 85

Form 91 MD (3-79)

RECEIVED FOR RECORD
CHIEF CLERK'S OFFICE
1985 FEB - 7 AM 9:48
E AUBREY COLLISON
CLERK

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

January 29, 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. 24,064.9 in Office of ... Baltimore, AA County, MD
Liber 444 page 342 (Filing Office) (County and State)

Debtor or Debtors (name and Address):
Jerry W. and Linda Stamer
8080 Green Bud Lane Apt 32
Glen Burnie MD 21061

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

Secured Party

By: [Signature] Its Branch Office Manager

Mailed to:

Form 91 MD (3-79)

1985 FEB -7 AM 9:48

E AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE 50
FEB 02 109335
FEB 7 85



SEARCHED INDEXED SERIALIZED
FEB 10 1985
FBI - BALTIMORE

986-
935623

CHER - 482 PAGE 328

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

..... January 29 19 85

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. 247493 in Office of Collinson Anne Arundel County
(Filing Officer) (County and State)

Debtor or Debtors (Name and Address):
Liber 462 page 174- 173

Robert Ashley and Denise Ashley
785 Jennie Drive
Severn MD 21144

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

..... Secured Party

By
Its Branch Office Manager

Mailed to: _____

STANDARD FINANCIAL CORPORATION
100 WASHINGTON SQUARE
BALTIMORE, MD. 21091

Form 91 MD (3-79) AND FOR RECORD

RECORDS SECTION
BALTIMORE COUNTY

1985 FEB - 7 AM 9:49

E AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE .50
FEB 10 1985
FEB 7 85

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

January 29, 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. 240928 in Office of Larrimore Anne Arundel
(Filing Officer) (County and State)

Debtor or Debtors (Name and Address):

liber 445 page 223
Warren V. Porter and Virginia R. Porter
214 Maple Avenue
Glen Burnie MD 21061

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

Secured Party

By: [Signature] Its Branch Office Manager
21061

Mailed to:

REGISTRED FINANCE CORPORATION

RECORD FEE 10.00
POSTAGE 50
FEB 7 95
FEB 7 109:35
FEB 7 109:35
985
RECEIVED FROM THE RECORD
OFFICE OF THE CLERK
1985 FEB -7 AM 9:49
E. AUBREY COLLISON
CLERK

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

.....January 29....., 19..85

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... 245291..... in Office of Larrimore Anne Arundel Co.
(Filing Office) (County and State)

Debtor or Debtors (name and Address):
Liber 456 page 479

Patricia Montgomery
8569 Beacon Point Drive
Pasadena MD 21122

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

HOUSEHOLD FINANCE CORPORATION
A subsidiary of THE RICHIE HWY.

Secured Party
By: [Signature] GREEN BURNIE, MD. 21061
Its Branch Office Manager

Mailed to: _____

RECORD FEE 10.00
POSTAGE 491578 0055 402 108336
FEB 7 85

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1905 FEB - 7 AM 9:49
E AUBREY DOLLISON
CLERK

9853754

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

January 29 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. 245817..... in Office of Larrimore Anne Arundel County MD
Liber 458 folio 100 (Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Randol G. and Mary Henderson
7956 Tamo-Shanter Glen
Glen Burnie MD 21061

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

Secured Party.....
SAND FINANCE CORPORATION
SECONDARY COMPANIES
12 BRIDGE HWY.
GLEN BURNIE, MD. 21061

By.....
Its Branch Office Manager
Mailed to:.....

Form 91 MD (3-79)

RECORD FEE
INDEX FEE
FEB 7 1985
10.00
50
FEB 7 1985

RECEIVED FOR RECORD
ARUNDEL COUNTY
1985 FEB -7 AM 9:49
E. AUBREY COLLISON
CLERK

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

January 29, 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. 241239 in Office of Larrimore Anne Arundel County, (Filing Office) (County and State)

Debtor or Debtors (name and Address):

John E. Kuchera
305 N. Carolina Avenue
Pasadena MD 21122

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 Mailed to:



STATE OF MARYLAND
DEPARTMENT OF ASSESSMENTS AND TAXATION

PASADENA, MD 21122

RECEIVED FOR RECORD
CLERK DEPT. OF ASSESSMENTS AND TAXATION

1985 FEB - 7 AM 9:49

E. ANDREY DOLLISON
CLERK

RECEIVED FEE
POSTAGE
FEB 7 1985
10.00
FEB 7 1985

LIBER - 482 PAGE 333

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

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254608
RECORDED IN LIBER 479 FOLIO 453 ON 11/26/84 (DATE).

<p>2. Name and address of Debtor(s)</p> <p>J & J Contracting, Inc. T/A Jim's Aerials 756 Whitney Landing Drive Crownsville, Anne Arundel Co., MD 21032</p>	<p>3. Name and address of Secured Party</p> <p>C.I.T. Corporation 1301 York Road Lutherville, MD 21093</p>
--	--

4. After recording, this statement is to be returned to C.I.T. Corporation at 1301 York Road
Lutherville, MD 21093

5. Maturity date of obligation (if any):

6. CHECK FORM OF STATEMENT

A. CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.

B. PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.

C. ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.

D. TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.

E. OTHER - Amendment (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral: A more detailed description of the collateral including serial numbers is as follows: Four (4) New Access Satellite Elevating Work Platforms, S/N's PM134A, PM135A, PM189A, PM176A including the following: 40 each 5'-0" additional Tower Sections; 10 each Standard Wall Ties; 4 each 1'-4" Platform Extensions; 4 each 2'-8" Platform Extensions; 4 each 5'-0" Platform Extensions; 4 sets overhead protection; and 4 sets special walkway extensions.

Dated 1/30/85 M. Altman
(Signature of Secured Party)

By James W. Hood Title President
Signature of Debtor (Type or Print Name of Secured Party on Above Line)
C.I.T. CORPORATION

James W. Goode
Type or Print Name of Person Signing

Mailed to Secured Party

10.00
\$

1985 FEB - 7 AM 10:32
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CHIEF CLERK
ANNE ARUNDEL COUNTY



STATE OF MARYLAND

LIBER - 482 PAGE 331

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 245258
RECORDED IN LIBER 456 ^{page} 432 ON 12-3-82 (DATE)

1. DEBTOR

Name Jack M. Spaulde, Jr.
Address 8125 Galley Rd, Pasadena, Md 21122

2. SECURED PARTY

Name Massy Ferguson Credit Corp
Address P.O. Box 10357
Des Moines, Ia 50304

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

3. Maturity date of obligation (if any)

1985 FEB - 7 AM 10:32
CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
FEB 7 85

Mailed to Secured Party

Dated 1-24-85

Massy Ferguson Credit Corp
(Signature of Secured Party)

Joyce Thompson Credit Clerk
Type or Print Above Name on Above Line

FINANCING STATEMENT

NOT TO BE RECORDED IN LAND RECORDS
NOT SUBJECT TO RECORDING TAX

1. LESSEE: Ornamental Iron Works, Inc.
Name or Names

145 8th Ave., N.W., Glen Burnie, MD 21061
Address - Street No. City County State Zip Code

2. LESSOR: ALPHA LEASING COMPANY

P.O. BOX 2915 BALTIMORE, MARYLAND 21229

3. This Financing Statement covers the following types of property:
(Describe - Attach separate list if necessary.)

Lincoln #K-1292 Welding Power S/N#1037442; #1037441

E. ADENEY COLLISON
CLERK

1985 FEB - 7 AM 10:39

RECEIVED FOR RECORD
HARVEY COUNTY, W. VA.



RECORD FEE 11.00
POSTAGE .50
#03216 0345 R01 T09:53

FEB 7 85

This transaction is a true lease and is not intended by the parties as a secured transaction; filing is only intended to make the true lease a matter of public record. The Lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the Lessee has no rights, expressed or implied to sell, exchange, encumber or otherwise dispose of such property.

LESSEE: Ornamental Iron Works, Inc.

LESSOR:

Jack Givens Pres
Signature of Lessee Title

ALPHA LEASING COMPANY

JACK GIVENS
Type or Print Name of Above

[Signature]
Signature of Lessor

NATHAN S. WARRANCH
Type or Print Name of Above

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Mailed to: ALPHA LEASING COMPANY
P.O. Box 2915
Baltimore, MD 21229

1100
SD

943286

LIBER - 482 PAGE 336

RECORD FEE 10-20
POSTAGE -50
#1224 0345 PM 10:11
FEB 7 85

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

Jan. 29 85
....., 19.....

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. 240251 in Office of W. Garrett Larrimore AA MD
(Filing Officer) (County and State)
Liber 443 Page 316

Debtor or Debtors (name and Address):
Graham J. Davis
547 Retreat St.
Odenton, Maryland 21113

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.



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CIRCUIT COURT, BALTIMORE COUNTY
1985 FEB -7 AM 10:41
AUDREY COLLISON
CLERK

HOUSEHOLD FINANCE CORPORATION
FINANCIAL SERVICES CENTER
200 RUSSELL DRIVE
JONESVILLE, MARYLAND 20828

..... Secured Party
By Mailed to:
D. J. Satterfield
Its Branch Office Manager

Form 91 MD (3-79)

10.58

75983-1

LIBER - 482 PAGE 337

HOUSEHOLD FINANCE CORPORATION
AND SUBSIDIARY COMPANIES
8008 BRIDGE HIGHWAY
BALTIMORE, MD 21225

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. 823491 in Office of W. GARNETT LYNN (Filing Officer) AA MD (County and State)
LIBER 399 PAGE 195 -
Debtor or Debtors (name and Address):
Linda E. GALSTER
104 WARELOUGH SHIRE LAKE APT H
Crestburgers, 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
Secured Party
By: [Signature] Its Branch Office Manager

Form 91 MD (3-79)

RECORD FEE 10.00
POSTAGE .50
#07227 0345 RM1 110:12
FEB 7 85



RECEIVED FOR RECORD
CIRCUIT COURT, A.S. COUNTY
1985 FEB -7 AM 10:41
E. AUBREY COLLISON
CLERK

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 48,000.00
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Hammond and Heim Chartered

2713 Ogleton Road
Annapolis, Md. 21403

RECORD FEE 13.00
POSTAGE .50
#03231 0345 RM 710-16
FEB 7 85

SECURED PARTY (OR ASSIGNEE)

First National Bank of Maryland —Address: 83 Forest Drive
Annapolis, Md. 21401

Attach separate list if necessary

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

As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in the property, herein called "Equipment", which is described below and in any separate schedule at any time delivered by Borrower to Bank, including all improvements and accessions thereto and all spare parts, tools, accessories and attachments now owned or hereafter acquired in connection therewith, and any maintenance agreements applicable thereto. SEE SCHEDULE "A" ATTACHED.

- 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 RECORDATION
#03231 0345 RM 710-16
1985 FEB -7 AM 10:41
E. AUBREY COLLISON
CLERK

Debtor (or Assignor)

Hammond and Heim Chartered

by: *Jimmy R. Hammond*
Jimmy R. Hammond, President

by: *F. Carter Heim*
F. Carter Heim, Vice President

Secured Party (or Assignee)

First National Bank of Maryland

BY: *Margaret R. Anderson*
Margaret R. Anderson

1300
J

1300

SCHEDULE "A"

Hammond Helm, Chartered - Equipment/Furniture Listing

LIBR - 482 PAGE 339

Toshiba 60-5511 COPIER	#+16222	OCT84	5591.06
ENCORE 616 11-TELEPHONE 6 LINE SYS.	NONE	OCT84	6601.80
APPLE MODEM 300/1200 BAUD	MA 024039	OCT84	445.00
OKIDATA PACEMARK 2410 GE-8486	21939	DEC84	2495.00
EPSON RX-80 P-80RA	529095	DEC84	270.00
IBM DOS 3.0 SOFTWARE	NA	OCT84	65.00
IBM INTERFACE AND BOARD	NA	OCT84	250.00
IBM MONOCHROME DISPLAY	191854	OCT84	275.00
IBM-AT 512K, 20MG	5170	OCT84	5795.00
MCS ACCOUNTS RECEIVABLE SOFTWARE	NA	OCT84	651.00
MCS CDEX TRAINING SOFTWARE	NA	OCT84	75.00
MCS FINANCIAL REPORTING SOFTWARE	NA	OCT84	3000.00
MCS PRACTICE MANAGEMENT SOFTWARE	NA	OCT84	1749.00
MCS SORT UTILITIES SOFTWARE	NA	OCT84	75.00
WORD PERFECT SOFTWARE	NA	OCT84	495.00
SWINTECH 1146 TYPEWRITER	4733316	NOV84	605.00
CALCULATORS 6	NA	OCT84	500.00

209

CONFIDENTIAL

Hammond Heim, Chartered - Equipment/Furniture Listing

19 CUBIC FT AMANA REF.	NA	NOV84	1500.00
AMANA MICRO-WAVE	NA	NOV84	700.00
KITCHEN CABINETS	NA	NOV84	1750.00
LIBRARY (BOOKS)	NA	OCT84	3500.00
2 EXECUTIVE DESKS @ \$229	NA	NOV84	458.00
2 EXECUTIVE RETURNS @ \$215	NA	NOV84	430.00
2 EXECUTIVE 2 DRAWER FILES @ \$177	NA	NOV84	354.00
2 EXECUTIVE LEATHER CHAIRS @ \$729	NA	NOV84	1458.00
10 LEATHER CHAIRS @ \$179	NA	NOV84	1790.00
2 COMPUTER CHAIRS @ \$135 & \$121	NA	NOV84	256.00
1 TEAK TABLE NEST	NA	NOV84	159.00
3 STAFF DESKS @ \$169	NA	NOV84	507.00
2 STAFF 2 DRAWER FILES @ \$119	NA	NOV84	238.00
2 STAFF CHAIRS	NA	NOV84	226.00
1 SECRETARIAL DESK	NA	NOV84	169.00
1 - 3 DRAWER CASSETTE	NA	NOV84	110.00
1-2 DRAWER FILE CASSETTE	NA	NOV84	119.00
1 ROLLER RETURN	NA	NOV84	155.00
3 - CONFERENCE ROOM TABLES	NA	NOV84	575.00
3- TEAK STRAIGHT BACK CHAIRS	NA	NOV84	150.00
4- FIVE DRAWER LATERAL FILES	NA	NOV84	3000.00
1 - FOUR DRAWER LATERAL FILE	NA	NOV84	650.00
EXTERIOR & INTERIOR SIGNS	NA	NOV84	1100.00
TOTAL			48291.86

MP

Mailed to Secured Party

CONFIDENTIAL

285503

PROVIDED FOR USE IN NORTH CAROLINA AND THE FOLLOWING STATES:

Alabama	Hawaii	Maine	Montana	North Dakota	Tennessee
Alaska	Idaho	Maryland	New Hampshire	Ohio	Vermont
Arkansas	Indiana	Massachusetts	New Jersey	Oklahoma	West Virginia
Arizona	Iowa	Mississippi	New Mexico	South Carolina	Wyoming
Colorado	Kansas	Missouri		South Dakota	District of Columbia
Delaware	Kentucky				

UCC-1

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): Dovell & Williams, Inc. 1100 Crain Highway, NW Glen Burnie, MD 21061	No. of Additional Sheets Presented: 0
(2) Secured Party(ies) (Name(s) And Address(es): VOLVO WHITE TRUCK CORPORATION 7825 National Service Road Airpark West P.O. Box D-1 Greensboro, NC 27402	

(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):

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

Debtor's inventory of truck parts purchased from secured party. The security interest evidenced by this Financing Statement shall extend only to debtor's indebtedness to secured party for truck parts purchased from secured party.

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Dovell & Williams, Inc.

(By) *Randall A. Williams*
Standard Form Approved by N.C. Sec. of State and other states shown above.

VOLVO WHITE TRUCK CORPORATION Secured Party(ies) (or Assignees)

(By) *[Signature]*
Signature of Secured Party Permitted in Lieu of Debtor's Signature: Collateral is subject to Security Interest In Another Jurisdiction

RETURN TO:
INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12204

Collateral Is Brought Into This State
 Debtor's Location Changed To This State
For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

Mailed to:

RECORD FEE 11.00
POSTAGE .50
#03232 0345 R01 T10-16
FEB 7 85

V434434

UCC-1



FILED FOR RECORD
S.W. CO. N.C. COUNTY

1985 FEB -7 AM 10:41

E. AIRREY

11-10
SD

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

HOWARD E. WEBB AND MYRALON S. WEBB

1. Debtor(s):

Name or Names—Print or Type
99 Milburn Circle Pasadena MD 21122
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:

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"

5. If collateral is crops, describe real estate.

RECORD FEE 14.00
POSTAGE .50
#03250 0040 01110:42
FEB 7 85

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY: EASTERN SAVINGS ASSOCIATION

Howard E. Webb
(Signature of Debtor)

Howard E. Webb
Type or Print

Myralon S. Webb
(Signature of Debtor)

Myralon S. Webb
Type or Print

(Company, if applicable)

By: *Steven A. Loewy*
(Signature of Secured Party)

Steven A. Loewy, agent
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
Lucas Bros. Form F-1

MEZGER, MULY AND YATEMAN
ATTORNEYS AND COUNSELLORS AT LAW
ARUNDEL FEDERAL BUILDING - SUITE 200
655 CRAIN HIGHWAY, S.E.
GLEN BURNIE, MARYLAND 21061

Alexander, Daneker & Skeen
Baltimore, Maryland 21202

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY



1985 FEB -7 AM 10:46

E. AUBREY COLLISON
CLERK

19/00

1550

~~LIBER~~

SCHEDULE "A"

PROPERTY DESCRIPTION

ALL THAT LOT OF GROUND situate in the Third District, Anne Arundel County, State of Maryland:

BEING KNOWN AND DESIGNATED as Lots Nos. 3, 4 and 5, Block 7, as shown on Plats entitled "Revised Plat of Section I, Stoney-brooke Village", which Plats are recorded among the Land Records of Anne Arundel County as Plat Nos. 4570, 4571 and 4572, in Plat Book 87, folio 45, Plat Book 87, folio 46, and Plat Book 87, folio 47, respectively.

BEING that lot of ground which was granted and conveyed from Anne Arundel Development Services, Inc. to Howard E. Webb and Myralon S. Webb, his wife, by deed recorded or intended to be recorded among the Land Records of Anne Arundel County.

SCHEDULE "B"

LIBER - 482 PAGE 343

a. The interest of Debtor in all building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any, of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with, (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.

c. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property (subject to the terms of the loan agreement).

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.

Mailed to: Chicago Land Title Agency, Inc.

State Department of Assessments
and Taxation
Financing Statement Records
Anne Arundel County

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTORS: KOCH/MARTIN LIMITED PARTNERSHIP
690 Ritchie Highway
Severna Park, Maryland 21146

Mr. Gary W. Koch
General Partner
4513 Mountain Road
Pasadena, Maryland 21122

Mr. Ross J. Koch
General Partner
4513 Mountain Road
Pasadena, Maryland 21122

RECORD FEE 1.40
RECORD FEE 12.60
POSTAGE .50
403263 0345 R01 711:19

Dr. Robert S. Martin
Limited Partner
690 Ritchie Highway
Severna Park, Maryland 21146

FEB 7 85

2. NAME AND ADDRESS OF SECURED PARTY: Dr. Marc A. Rawitt
7 Truck House Road
Severna Park, Maryland 21146

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

(a) Twenty Seven Percent (27%) of the Debtor's right,
title and interest in and to The Koch/Martin Limited
Partnership (the "Partnership Agreement") between the
various Debtors, as a Maryland limited partnership (the
"Borrower"), together with any and all amendments and
modifications hereof, and substitutions therefor and any and
all security referred to therein.

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 FEB -7 PM 12:19

E. AUBREY COLLISON
CLERK



14-10
DS

(b) This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to a Land Installment Contract dated as of February 6, 1984 between the Debtor and the Secured Party (the "Sales Agreement"), entered into as security for the Debtor's agreement to convey a Portion of Unit 2 in 690 Professional Park, an Office Condominium in Anne Arundel County.

(c) Proceeds and products of the collateral are also covered.

DEBTORS:

KOCH/MARTIN LIMITED PARTNERSHIP

By: *Gary W. Koch*
Gary W. Koch

SECURED PARTY:

DR. MARC A. RAWITT

Marc A. Rawitt
Dr. Marc A. Rawitt

Mr. Clerk: Return to: Lynn T. Krause
75 Franklin Street
Annapolis, Maryland 21401

Mailed to: _____

Gary W. Koch
Gary W. Koch

Robert S. Martin
Ross J. Koch
Robert S. Martin

maryland national bank

LIBER

255511

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records
- 2 To Be Recorded among the Financing Statement Records Anne Arundel County
State Department of Assessments & Taxation
- 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 FEB - 7 PM 1:45

RECORD CLERK

5 Debtor(s) Name(s) Address(es)
 Arundel Heart Center P.A. 7649 Crain Highway South
Glen Burnie, Md. 21061

6 Secured Party Address
 Maryland National Bank 1713 West St.
Annapolis, Md. 21401
 Attention: Vikki 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 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.
- B 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.

33

33

Arundel Heart Center P.A.
 By: _____ (Seal)
 Daljit S. Sawhney
 By: _____ (Seal)
 Basant K. Khandelwal
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
 Joseph A. Reed _____ (Seal)
 Joseph A. Reed, Asst. Vice Pres. & Manager
 Type name and title

RECORD FEE 11.00
 POSTAGE .50
 481621 0237 002 113:45
 FEB 7 85

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

Mailed to: _____

11/30

LIBER

maryland national bank

FINANCING STATEMENT

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

5. Debtor(s) Name(s) Red's Dove, Inc. Address(es) 2729 Solomons Island Road Edgewater, Md. 21037

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

1985 FEB - 7 PM 1:45
 E/AUBREY COLLISON
 CLERK

BL
CLERK

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.

Red's Dove, Inc. James O. Steinberg (Seal)
James O. Steinberg - President
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
Maureen Konschnik (Seal)
 Maureen Konschnik - Commercial Bank Officer
 Type name and title

RECORD FEE 11.00
 POSTAGE 50
 481423 0237 R02 71.446
 FEB 7 85

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

11/50

LIBER - 482 PAGE 348

LIBER

SCHEDULE A

963 Track Loader with Gauges ROPS, and Heater Serial # 11200185

Mailed to Secured Party

FINANCING STATEMENT

Not subject to Recordation Tax

<u>Names of Debtor</u>	<u>Address</u>
Doris E. Russell Donna Lee Russell	Colonial Manor Trailer Park Broadneck Road Annapolis, Maryland 21401

<u>Secured Party</u>	<u>Address</u>
Marjorie H. Flinchum	741 Oak Grove Circle Severna Park, Md. 21146

This Financing Statement covers the following:

1981 Liberty Mobil Home

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

Debtor:

Doris E. Russell
Doris E. Russell

Donna Lee Russell
Donna Lee Russell

Secured Party

Marjorie H. Flinchum
Marjorie H. Flinchum

RECEIVED FOR RECORD
CHESBEE COUNTY, MARYLAND

1985 FEB - 7 PM 2:17

E. AUDREY COLLISON
CLERK



Mailed to Secured Party

RECORD FEE 12.00
POSTAGE .50
881639 0237 R02 114:19
FEB 7 85

125

LIBER - 482 PAGE 35

255513

FINANCING STATEMENT

1. **Name of Debtor(s):** Morgan W. Wayson, Jr.
Address: 120 Owensville Road
West River, MD 20778

Not
Subject to
recording tax
of \$ n/a

2. **Name of Secured Party:** Annapolis Federal Savings and Loan Association
Consumer/Commercial Lending Department
Address: P.O. Box 751
Annapolis, MD 21404

3. **This Financing Statement covers the following types (or items) of property:** One limited partnership unit in the Annapolis Mall Motel Limited Partnership

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
1985 FEB -8 AM 11:13
E. AUDREY COLLISON
CLERK
BL
CLERK

Debtor(s):

Morgan W. Wayson, Jr.
Morgan W. Wayson, Jr.

Secured Party:

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

RECORD FEE 13.00
POSTAGE 50
481712 0237 R02 11:06
FEB 8 85

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

B¹⁰₅

FINANCING STATEMENT

1. **Name of Debtor(s):** Hugh C. Keesling
Laura L. Keesling
Address: 8208 Jeb Stuart Road
Rockville, MD 20854

Not
Subject to
recording tax
of \$ N/A

2. **Name of Secured Party:** Annapolis Federal Savings and Loan Association
Consumer/Commercial Lending Department
Address: P.O. Box 751
Annapolis, MD 21404

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

One limited partnership unit in the Annapolis Mall Motel Limited Partnership

1985 FEB -8 AM 11:13
AUDREY COLLISON
CLERK

Debtor(s):

HCK Hugh C. Keesling
Hugh C. Keesling
LLK Laura L. Keesling
Laura L. Keesling

Secured Party:

**ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION**

By [Signature]
(Authorized Signature)

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

RECORD FEE 12.00
POSTAGE 70
MAY 15 0237 R02 11:06
FEB 8 85

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

Mailed to Secured Party

D50

FINANCING STATEMENT

255550

DEBTORS

John W. Rich

ADDRESS:

P.O. Box 3266
Annapolis, Maryland 21403

SECURED PARTIES

Second National Building
and Loan, Inc.

ADDRESS OF ALL SECURED PARTIES

P.O. Box 2558
Salisbury, Maryland 21891
ATTN: William F. Brooks, Jr.

THIS FINANCING STATEMENT COVERS:

ALL equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the unit or real property hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said property or any part thereof and used or usable in connection with any present or future operation of said property and now or herein connected with any present or future operation of said property and now or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines pipes, tanks, motors, conduits, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling, and air-conditioning apparatus, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, and security systems.

The aforesaid items are included as security in a deed of trust given by Debtor to William F. Brooks, Jr., and Donna M. Pittman, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by Debtor to Second National Building and Loan, Inc.

Proceeds of collateral are covered hereunder.

RECORD FEE 12.00
POSTAGE 50
481719 (237 R02 11:09)

The unit or real property in which the items set forth in Paragraph 3 of this Financing Statement refers is known as:

See Schedule "A" Attached Hereto

FEB 8 85

DEBTORS

John W. Rich
John W. Rich

SECURED PARTIES

SECOND NATIONAL BUILDING
AND LOAN, INC.

By: Marion J. Mink
Marion J. Mink, Jr.
Senior Vice President

E AUDREY COLLISON
CLERK

1985 FEB - 8 AM 11:14



125

SCHEDULE "A"

ALL THAT LOT, parts of lots, piece or parcel of land located on the northeast side of Prince George Street in the City of Annapolis aforesaid, and described as follows according to a plat and survey made by Edward Hall, Surveyor, in May, 1927, that is to say: BEGINNING for the same at a point on the northeast side of Prince George Street distant South 46° 3' East 137.6 feet from the intersection of the northeast building line of said Prince George Street with the southeast building line of Randall Street, said point of beginning being North 46° 3' West 0.3 feet from the northwest edge of a stuccoed post on the lot now surveyed; thence leaving said Prince George Street North 45° 4' East 195.9 feet to the southwest side of a tile garage; thence with the said southwest side of said garage and a fence line southwesterly 50.3 feet to the lines of the conveyance from J. Oliver Purvis and wife to Clarence E. Fouche and wife, by Deed dated October 31, 1917, and recorded among the Land Records of Anne Arundel County in Liber GW 140, folio 415; thence with the lines of said Fouche property southwesterly 45.65 feet to a pipe set 1.0 feet southeasterly from the southeast corner of a garage on the property herein described; thence southwesterly 27.5 feet to a pipe in a hedge; thence northwesterly 9.5 feet to a pipe set in the line of a hedge; thence southwesterly 122 feet to the beginning point of the said conveyance to the said Clarence E. Fouche and wife; thence leaving the lines of said Fouche and with Prince George Street North 46° 3' West 45.7 feet to the place of beginning. And a strip of land with 5.8 feet frontage on Prince George Street and extending in a northeast direction the depth of the entire lot, with a width in the rear of 5.3 feet. The improvements thereon being known as No. 124 Prince George Street, Annapolis.

Being the same property as described in a Deed in Liber 3535, folio 829.

Mailed to Secured Party

JRR97/o
02/06/85

FINANCING RECORDS ④
ANNE ARUNDEL Co.

205501

FINANCING STATEMENT

LIBER - 482 PAGE 354

1. Names and Addresses of Debtors:
 - ADNAN SONMEZ ✓
2812 Willow Lane
Ellicott City, Maryland 21043
 - SACIT EREN
20 St. Andrews Road
Severna Park, Maryland 21146
 - MUSTAFA ONAL
5164 Mountain Road
Pasadena, Maryland 21122
2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate and Mortgage Banking Department
10 Light Street
Baltimore, Maryland 21202

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

(a) The interest of Debtors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated FEBRUARY 7, 1985 from Debtors to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtors of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

4. Recordation tax on the principal sum of \$374,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

RECORD FEE 15.00
POSTAGE .50
481745 0237 R02 114:05
FEB 8 85

(Continued on page 2)

1550

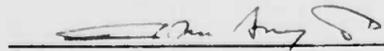
1985 FEB - 8 PM 2:07
 BL
 CLERK
 E. ADRIAN COLLISON
 CLERK

(Continued from page 1)

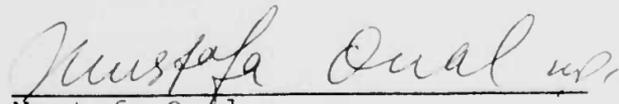
LIBER - 482 PAGE 355

Debtors:

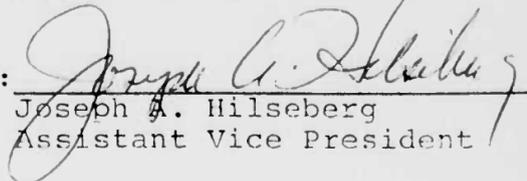
Secured Party:


Adnan Sonmez


Sacit Eren


Mustafa Onal

MARYLAND NATIONAL BANK

By: 
Joseph A. Hilseberg
Assistant Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: John R. Rutledge, Esq.

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE
ARUNDEL COUNTY AND HOWARD COUNTY, AND WITH THE STATE DEPART-
MENT OF ASSESSMENTS AND TAXATION

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a concrete monument set at the point where the Eastmost right-of-way line of the Baltimore-Annapolis Railroad is intersected by the third line of the land described in the deed from Charles Bange and Viola Bange, his wife, to Bankers Trust Company and the Consolidated Gas, Electric Light and Power Company of Baltimore, dated May 7, 1936 and recorded among the Land Records of Anne Arundel County in Liber F.A.M. 150, folio 167; thence from the said beginning monument running reversely with part of the said third line, South 74 degrees 19 minutes East 173.83 feet to a pipe previously set on the Northwestmost side of Fort Meade Road; thence leaving the said third line and running with the Northwestmost side of Fort Meade Road the following three courses and distances, viz: (1) South 32 degrees 36 minutes West 75.00 feet, (2) South 31 degrees 55 minutes West 93.85 feet to a pipe previously set, and (3) South 30 degrees 17 minutes West 163.93 feet to a railroad spike previously set in the eastmost right-of-way line of the Baltimore-Annapolis Railroad; thence leaving Fort Meade Road and running with the Eastmost right-of-way line of the Baltimore-Annapolis Railroad in a Northerly direction by a line curving to the right with a radius of 755.0 feet an arc distance of 334.26 feet to the place of beginning, the chord of the said arc being North 00 degrees 55 minutes 50 seconds East 331.56 feet. Containing 0.722 acre of land, more or less.

Mailed to: Miles & Stockbridge

To Be Recorded In The Land Records
And The Chattel Records Of
Anne Arundel County, Maryland, In
The Chattel Records Of Prince George's
County, Maryland, And Among The
Financing Statement Records Of
The State Department Of Assess-
ments and Taxation.

Subject to Recording Tax Of \$3,500.00
On Principal Amount Of \$500,000.00
Which Was Paid To The Clerk Of The
Circuit Court Of Anne Arundel County,
Maryland On Recordation Of A Leasehold
Deed of Trust.

FINANCING STATEMENT

1. Debtor:

ATLANTIC RESTAURANT
VENTURES, INC.,
t/a FUDDRUCKERS
7700 Old Branch Avenue
Suite A 205
Clinton, Maryland 20735

and

4010 University Drive
Fairfax, Virginia 22030

2. Secured Party:

THE FIRST NATIONAL BANK
OF MARYLAND
25 South Charles Street
P.O. Box 1596
Baltimore, Maryland 21201

Attn: Carol Campbell Haislip
Loan Officer

3. This Financing Statement covers, and the Debtor grants to the Secured Party a security interest in and to, all of the following property owned by the Debtor:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, 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, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

RECORD FEE 22.00
POSTAGE .50
#03480 0345 ROL T15 446
FEB 9 1985

BL
CLERK

ANNE ARUNDEL COUNTY

1985 FEB -8 PM 3:50

AUDREY COLLISON
CLERK

22.00
B

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be 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 below-described real property.
 - d. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Leasehold 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 to the extent they may constitute accounts, 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 referred to below.
 - 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 referred to below.
 - 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.
4. Some of the above-described personal property is to be affixed to or is part of the real estate described on Exhibit "A", attached hereto, also being described in a Leasehold Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland, from the Debtor to certain trustees therein named for the benefit of the Secured Party. The aforementioned Leasehold Deed of Trust serves as the security agreement which creates the security interest evidenced by this Financing Statement. Provident Life and Accident Insurance Company, a Tennessee corporation, is the record owner of fee title to the real estate described on Exhibit "A".
 5. 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:

ATLANTIC RESTAURANT VENTURES, INC., t/a FUDDRUCKERS

By: Roger W. Kisiel (SEAL)
ROGER W. KISIEL, President

Date: February 8, 1985

SECURED PARTY:

THE FIRST NATIONAL BANK
OF MARYLAND, a national
banking association

By: Carol Campbell Haislip (SEAL)
CAROL CAMPBELL HAISLIP
Loan Officer

Date: February 8, 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

4354
A-00.67

EXHIBIT "A"

DESCRIPTION OF 1.36451 AC.+ (SITE 2)
PART OF ANNAPOLIS MALL SHOPPING CENTER CO. PROPERTY
ON JENNIFER ROAD
SECOND TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same on the northeasternmost side of Jennifer Road (80' wide) at the end of the North 23° 44' 05" East 396.16' line of the conveyance by Bestgate Limited Partnership to Annapolis Mall Shopping Center Co. by deed dated July 18, 1972 and recorded among the land records of Anne Arundel County, Maryland in liber MSH 2506 folio 505; thence leaving said beginning point so fixed and running with a part of said conveyance and with a part of the conveyance by Annapolis Mall Shopping Center Co. to AMSC #2 Associates by deed of assignment dated July 15, 1974 and recorded in liber WGL 2714 folio 660; running with said side of Jennifer Road with meridian referred to Maryland State Grid System; with a curve to the right having a radius of 780.90' and an arc of 117.85', on a chord,

- (1) North 28° 01' 36" East 117.74', thence leaving said Jennifer Road and running through a part of said conveyances;
- (2) South 46° 59' 22" East 345.14',
- (3) South 40° 58' 53" West 173.38', and
- (4) North 47° 54' 22" West 112.84', thence running with a curve to the left having a radius of 225.00' and an arc of 72.18', on a chord,
- (5) North 57° 05' 48" West 71.87', thence running
- (6) North 66° 17' 13" West 67.11', and

- (7) North 23° 42' 47" East 22.00', thence running with a curve to the left having a radius of 5.00' and an arc of 7.85', on a chord,
- (8) North 21° 17' 13" West 7.07', thence running,
- (9) North 66° 17' 13" West 33.00', to intersect said North 23° 44' 05" East 396.16' line and said side of Jennifer Road, thence running with a part of said line and said Jennifer Road,
- (10) North 23° 42' 47" East 88.16', to the place of beginning.

CONTAINING 1.36451 Acres more or less as described by Dewberry and Davis, Registered Professional Land Surveyors in April 1983.

BEING a part of said conveyance by Bestgate Limited Partnership to Annapolis Mall Shopping Center Co. by deed dated July 18, 1972 and recorded among the land records of Anne Arundel County, Maryland in liber MSH 2506 folio 505, said conveyance being the same as the Deed of Assignment by Annapolis Mall Shopping Center Co. to AMSC #2 Associates dated July 15, 1974 and recorded in liber WGL 2714 folio 660.

ALSO being the same as the Confirmatory Deed of Assignment in Dissolution by AMSC #2 to Annapolis Mall Shopping Center Co. dated June 14, 1982 and recorded in liber EAC 3498 folio 553.

Mailed to: Kare A. Carlsten

(PLEASE FILE IN BOTH UCC & LAND RECORDS)

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 December 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Alco Gravure, Inc.
Address 50 Essex Street, Rochelle Park, NJ 07662

2. SECURED PARTY

Name Sears, Roebuck and Co.
Address Sears Tower, Attn: Vice Pres. and Controller, Chicago, IL 60684
R. C. Bramlette, Jr., Sears Tower, Chicago, IL 60684
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, equipment, furnishings and fixtures described on Exhibit A attached hereto, and all substitutions, replacements, components and parts thereof, together with all proceeds, including insurance proceeds, thereof, and located at Alco Gravure, Inc., 701 Baltimore & Annapolis Blvd., Glen Burnie, Maryland 21061-3242 or wherever subsequently located.

INDEBTEDNESS = \$940,696.00 RECORDATION TAX = \$3,105.30
(TAX HAS BEEN RECORDED AT THE STATE LEVEL)

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)

Alco Gravure, Inc.
701 Baltimore & Annapolis Blvd.
Glen Burnie, MD 21061-3242

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ALCO GRAVURE, INC.

By: V E Palmer
(Signature of Debtor)

V E PALMER - Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SEARS, ROEBUCK AND CO.

By: C. Eduard Bjorn
(Signature of Secured Party)

C. Eduard Bjorncrantz - National Mgr.
Type or Print Above Signature on Above Line

FILING FEE \$ _____

Please Return To: _____

Illinois Code Company
P.O. Box 2969
Springfield, Illinois 62706

THANK YOU

PRINTED BY JULIUS BLUMBERG, INC.

UCC-1 MARYLAND

PLEASE WRITE OR TYPE IN THE FILING INFORMATION ON THE ACKNOWLEDGMENT COPY AND RETURN AS SOON AS POSSIBLE TO THE ILLINOIS CODE COMPANY. WE UNDERSTAND THE ALPHABETICAL COPY WILL FOLLOW AFTER THE APPROPRIATE MICROFILMING PROCEDURES HAVE BEEN COMPLETED. THANK YOU

RECORD FEE 11.00
RECORD TAX 12.00
POSTAGE 50
FEB 11 1985

1985 FEB 11 AM 9:52
E. AUGUST COLLISON
CLERK

1985 FEB 11 AM 10:19
E. AUGUST COLLISON
CLERK

11
12

Equipment located at Alco's Glen Burnie, Maryland Facility

Number of
items of
Equipment

Equipment

THREE SIDE

Two	Muller-Martini Rotary Three-Knife Trimmers, Model 311
One	Spare Parts for Rotary Three-Knife Trimmers, Model 311
Two	DaVerio Conveyor Systems, including Pick-Up and Delivery Stations, ATF Switches, DC Drives, Guide Rail and Conveyor Chain
Two	Waste Copy Removal Systems
—	Spare Parts for DaVerio Conveyor Systems
—	Spare Parts for Waste Copy Removal Systems

18 7637

LIBER - 482 PAGE 364

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 59 Page No. 115
Identification No. 38261 Dated April 14, 1966

1. Debtor(s) { WILLIAM L. KEIDEL and DAWN F. KEIDEL, His Wife
Name or Name—Print or Type
418 Irene Drive 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) April 14, 1996

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>

E. ANDREY COLLISON
CLERK

1966 FEB 11 AM 11:24

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 31st day of January 1966

WITNESS:

BY: WYE MORTGAGE CORPORATION

Helda M. Benary

Nancy L. Shauk
Nancy L. Shauk, Vice President

Helda M. Benary

Richard N. Schmertzler
Richard N. Schmertzler, Vice President

As its "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County Liber 3380 ,Folio 606 .)

THE MONUMENTAL TITLE CO.
The Monumental Title Bldg.
SEVERNA PARK, MD. 21146



RECORD FEE 10.00
50
#91812 0237 R02 T11:16
FEB 11 66

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)
 Severna Park Decorating & Paint Center, Inc. 555 Ritchie Highway
Glen Burnie, Maryland 21061

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

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 11.00
POSTAGE .50

#03558 0040 R01 T11:29
FEB 11 85

Debtors Severna Park Decorating & Paint Center, Inc.

BY: Barbara Mazza (Seal) _____ (Seal)
Barbara Mazza, President

BY: Frank Mazza (Seal) _____ (Seal)
Frank Mazza, Vice President

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: _____



1985 FEB 11 AM 11:50

E. ANDREW COLLISON
CLERK

11.50
1100

032035

LIBER - 482 PAGE 366

255558

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 85,000.00

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

Name of Debtor

Address

George M. King Contractors, Inc.

1795 Severn Chapel Road
Millersville, MD 21108

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):
Model 953 LGP, Ser. # 05Z00550, Caterpillar Track Loader

RECORD FEE 11.00
RECORD TAX 595.00
POSTAGE .50
#03582 0040 001 112:39
FEB 11 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 }

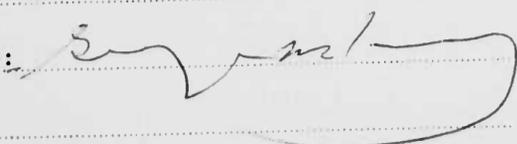
4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

George M. King Contractors, Inc.

FARMERS NATIONAL
BANK OF MARYLAND

BY: 

BY: 

Type or print names under signatures

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

Mailed to: _____

RECEIVED FOR RECORD
CIRCUIT COURT, A. A. COUNTY



1985 FEB 11 PM 12:42

E. AUBREY COLLISON
CLERK

11.00
595.00
5

FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to Section 9-402 of the Commercial Law Article of the Annotated Code of Maryland.

1. Name of Debtor (Assignor)

310 Third Street, Inc.

Address of Debtor (Assignor)

310 Third Street

Annapolis, Maryland 21403

2. Name of Secured Party (Assignee)

Mark W. DeFriece

Address of Secured Party (Assignee)

8 Hull Avenue

Annapolis, Maryland 21403

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

Equipment, accounts, accounts receivable (now listed or hereafter created), contract rights, furniture, fixtures, liquor license, inventory and all chattels and business assets owned by Debtor (Assignor).

4. Proceeds and products of Collateral are also covered.

5. The underlying secured transaction being publicized by this Financing Statement is partially subject to the Recordation Tax imposed by Article 81, Secs. 277, 278, Annotated Code of Maryland, as amended. The principal amount of the debt is One

RECORD FEE 11.00
RECORD TAX 367.50

POSTAGE .50
403805 0345 801 113453
FEB 11 85

1985 FEB 11 PM 2:02

BL
CLEAN

11.00
367.50
88

LIBER - 482 PAGE 368

Hundred Five Thousand and Five Hundred Dollars (\$105,500.00).
Fifty-percent (50%) of such indebtedness is subject to
Recordation Tax.

Debtor (Assignor)

Secured Party (Assignee)

310 THIRD STREET, INC.

By: Thomas J. O'Leary, President
Thomas J. O'Leary, President

Mark W. DeFriece
Mark W. DeFriece

D-1
WPC: 32407

LIBER - 482 PAGE 369

255567

To Be Recorded In the Financing Statement
Records of Anne Arundel County

Not Subject to
Recordation Tax

The appropriate amount of documentary stamps are affixed
to certain Deeds of Trust recorded or to be recorded among the
Land Records of Anne Arundel County and given as security for the
same indebtedness.

RECORD FEE 21.00
POSTAGE .50
403679 0040 R01 115105
FEB 11 85

FINANCING STATEMENT

This Financing Statement dated February 24th, 1985, is
presented to a filing officer for filing pursuant to the Uniform
Commercial Code.

1. Debtor:

Airport Square IX Company,
a Maryland general
partnership

Address:

c/o Dickinson-Heffner, Inc.
Box 8691
BWI Airport
Baltimore, Maryland 21204

2. Secured Party:

Aetna Life Insurance
Company

David E. Belcher and
Donald L. Bradfield,
Trustees

CityPlace
Hartford, Connecticut 06156

Semmes, Bowen & Semmes
10 Light Street
Baltimore, Maryland 21202



RECEIVED FOR RECORD
CLERK RECORDS & COUNTY

1985 FEB 11 PM 3:10

E. AUDREY COLLISON
CLERK

21.00

3. This Financing Statement Covers:

(a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(b) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or hereafter acquired, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brac-

kets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(c) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under a consolidated deed of trust pursuant to an Agreement of Confirmation, Consolidation, Modification, and Extension of even date herewith given by Debtor to David E. Belcher and Donald L. Bradfield, Trustees, and recorded or intended to be recorded among the Land

Records of Anne Arundel County, Maryland, securing indebtedness owned by Debtor to Aetna Life Insurance Company.

6. The real estate consists of a certain 3.587± acre parcel of land and the improvements thereon located in Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto.

Debtor:

AIRPORT SQUARE IX COMPANY

By: 

General Partner

To The Filing Officer: After this statement has been recorded, please mail the same to Donald L. Bradfield, Esquire, Semmes, Bowen & Semmes, 10 Light Street, Baltimore, Maryland 21202.

EXHIBIT A

#901 Elkridge Landing Road

Description - 3.587 Acre Parcel - Lot 9 Airport Square
Addition - Fifth Election District -
Anne Arundel County, Maryland

Beginning for the same at a point on the northwest side of Nursery Road, said point being designated "330" on the plat entitled "Lots 8, 9 and 10 (Resubdivision Plat of Lot 2) Airport Square Addition" as recorded among the Land Records of Anne Arundel County in Plat Book 92, page 41, running thence for the outlines of Lot 9 as shown on said plat ten courses: 1) binding on the northwest side of Nursery Road S 22°54'25" West 20.12 feet, 2) N 73°16'56" West 211.04 feet, 3) S 23°56'58" West 195.23 feet, 4) N 65°55'01" West 213.13 feet, 5) N 28°12'37" West 331.73 feet, 6) N 16°47'23" East 12.73 feet 7) N 04°31'11" East 107.81 feet, 8) S 77°06'17" East 522.25 feet, 9) S 23°56'58" West 203.05 feet, and 10) S 73°16'56" East 210.67 feet to the place of beginning.

Containing 3.587 acres of land, more or less.

Subject to and together with the benefit of, in common, the Common Drive and Utility Easement, as set forth in that certain Deed and Declaration recorded among the Land Records of Anne Arundel County in Liber 3754, folio 460, as amended by Amendment to Deed and Declaration dated February 8, 1985, by and between D-H Land Holding Company, et al, and recorded or intended to be recorded.

And also together with the use in common of the Storm Water Management Pond, Area 2, as set forth in that certain Easement Agreement recorded among the Land Records of Anne Arundel County in Liber 3754, folio 470, as confirmed and modified by Confirmation of Easement Agreement and Grant of Easement to Airport Square IX Company, by and between Airport Square VIII Company, et al, dated February 8, 1985, and recorded or intended to be recorded.

And also together with a storm water drainage easement onto and across a 0.0057 acre parcel, being a portion of Lot 8, as set forth in said Confirmation of Easement Agreement and Grant of Easement.

THE INDUSTRIAL TITLE CO.

Title No. 114-512

Mailed to: _____

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 477

Page No. 464

Identification No. _____

Dated August 30, 1984

1. Debtor(s) { Airport Square IX Company
Name or Names—Print or Type Baltimore Washington
P.O. Box 8691, International Airport, Balto., MD 21240
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland
Name or Names—Print or Type
P.O. Box 1596 Baltimore MD 21203
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) February 1, 1988

RECORD FEE 10.00
POSTAGE .50

#03688 0040 R01 115+05
FEB 11 85

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: *without recourse</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Assignee: Aetna Life Insurance Company
CityPlace
Hartford, Connecticut 06156
Attn: Real Estate Investment Department

Dated: February 9, 1985

The First National Bank of Maryland
Name of Secured Party

Richard G. Nettles
Signature of Secured Party

Vice-President
FIRST NATIONAL Bank of Maryland
Type or Print (Include Title if Company)

To the Filing Officer: Please return this document following filing to:
Donald L. Bradfield, Esquire
Senmes, Bowen & Senmes
10 Light Street
Baltimore, Maryland 21202

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 FEB 11 PM 3:10

Mailed to: _____

E. AUBREY COLLISON
CLERK

10.00 #

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 filing officer for filing pursuant to the Uniform Commercial Code.

Filing Number of original financing statement 242229

Date of Filing 4/20/82

Record References 448/594

Maturity Date (if any) _____

Name(s) of Debtor(s) or Assignor(s) (last name first)	No.	Street	City	State
Olde Solomons Investments, Inc. T/A Olde Solomons Wine and Spirits	3070	Old Solomons Island Road	Edgewater	MD 20137

RECORD FEE 10.00
POSTAGE 7.50

#03700 C345 R01 T10:34

Name of Secured Party or Assignee	No.	Street	City	State
Maryland National Bank		Church Circle	Annapolis	MD 21401

FEB 13 85

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

DEBTOR(S) OR ASSIGNOR(S)
Olde Solomons Investments, Inc.
T/A Old Solomons Wine & Spirits

By: CE Griffith pres
Charles E. Griffith, President

Type or Print Name Under Signature

MARYLAND NATIONAL BANK
Corporate, Trade, or Firm Name

Mark T. Blizzard
Signature of Secured Party or Assignee

Mark T. Blizzard
Owner, Partner, or Officer & Title
Assistant Vice President
(Signatures Must Be in Ink)

Mailed to: Maryland Natl. Bank.

RECEIVED
1985 FEB 13 11:02
E. AUBREY COLLISON
CLERK

10.00
E

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 filing officer for filing pursuant to the Uniform Commercial Code.

Filing Number of original financing statement 245183

Date of Filing 11/26/82

Record References 456/330

Maturity Date (if any) _____

Name(s) of Debtor(s) or Assignor(s) (last name first) No. Street City State

Olde Solomons Investments, Inc. 3070 Old Solomons Island Road Edgewater MD 21037

T/A Olde Solomons Wine and Spirits

RECORD FEE MD 21037 POSTAGE .50 #03701 0345 ROL 110-34 FEB 13 85

Name of Secured Party or Assignee No. Street City State

Maryland National Bank Church Circle Annapolis MD 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

DEBTOR(S) OR ASSIGNOR(S) Olde Solomons Investments, Inc. T/A Old Solomons Wine & Spirits

By: Charles E. Griffith, President

Type or Print Name Under Signature

MARYLAND NATIONAL BANK Corporate, Trade, or Firm Name

Signature of Secured Party or Assignee

Mark T. Blizzard Assistant Vice President (Signatures Must Be in Ink)

Mailed to: Maryland National Bank

10.00

255568

FINANCING STATEMENT

1. **Name of Debtor(s):** Olde Solomons Investments, Inc.
T/A Olde Solomons Wine and Spirits
Address: 3070 Old Solomons Island Road
Edgewater, MD 21037

Not
Subject to
recording tax
of \$ N/A

2. **Name of Secured Party:** Annapolis Federal Savings and Loan Association
Consumer/Commercial Lending Department
Address: P.O. Box 751
Annapolis, MD 21404

RECORD FEE 12.00
POSTAGE 50
NOV 02 0345 R01 10:35
FEB 13 85

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

Inventory, Accounts Receivable, Equipment

Debtor(s):

Olde Solomons Investments, Inc.
T/A Olde Solomons Wine and Spirits

CEC

By: [Signature]
Charles E. Griffith, President

Secured Party:

**ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION**

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.)

BL
CLERK

Mailed to: Annapolis Fed. S&L Assn.

RECEIVED FOR RECORD
CIRCUIT COURT - ANNE ARUNDEL COUNTY

1985 FEB 13 AM 11:02

E. AUBREY COLLISON
CLERK

12.00
00.21
50

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

Anne Arundel County

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 218599 recorded in Liber 389, Folio 368 on July 19, 1978 (date).

1. DEBTOR(S):
 Name(s): Robert Stanley White, Individually and T/A Plaza News
 Address(es): Earleigh Heights Plaza
 Pasadena, MD 21122

2. SECURED PARTY:
 Name: The Equitable Trust Company
 Address: 100 East Pratt Street
 Baltimore, MD 21202

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. [X] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. [] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. [] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. [] RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

1985 FEB 13 PM 3:38
LISON

RECORDED FEE 10.00
POSTAGE 50
SERIALS 0337 1002 115429
FEB 13 85

DEBTOR:

SECURED PARTY:
EQUITABLE BANK, National Association
By Barbara A. Wykowski
Barbara A. Wykowski,
Corporate Banking Officer
(Type Name and Title)

Mailed to:
Form 24 (11/83)

Mailed to: Robert White
337 Jones Station Rd. 10:50
Annapolis, Md. 21012

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO.-----

RECORDED IN LIBER 414 FOLIO 424 ON September 19, 1979 (DATE)

1. Debtor's name and address:
JAMES SHECKELLS, DBA
Captain Jimmy's, 577 Deale Road, Deale, Maryland 20751
2. Secured party's name and address:
AMERICAN EQUIPMENT LEASING CO., INC.
135 South Fifth Street
Reading, PA 19603
3. Person and address to whom statement is to be returned if different from above:
4. Maturity date of obligation, if any-----
5. Statement of:
- Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- Other:

RECORDED IN LIBRARY
1985 FEB 13 PM 4:00
EQUIPMENT COLLISION

RECORD FEE 10.00
POSTAGE 50
481921 0237 R02 115:57
FEB 13 85

AMERICAN EQUIPMENT LEASING CO., INC.
(Bank)

Dated 4/11/84 By Dawn C. McCoy

Dawn C. McCoy, Admin. Assis.
TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

No 90 3 64

AFTER RECORDING MAIL TO:
Richard J. Ham
26 Crofton Lane
Crofton, MD 21114

RJH #3-382

TERMINATION STATEMENT

RECORD: Liber 479 Folio 189 thru 193 File No. 254413

Record in Land Records

DEBTOR BANK'S, INC. t/a Budget auto Service

260 Solomons Island Road, Annapolis, MD 21401

SECURED PARTY THE WATERS COMPANY
3915 Coolidge Avenue
Baltimore, Maryland 21229

The Secured Party certifies that it no longer claims a security interest under the pregoing financing statement.

The filing officer is authorized to note the termination of that security interest in the above referred to index, and to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

ATTEST:

THE WATERS COMPANY

RECORD FEE 10.00
POSTAGE .50
#01927 0237 002 116406
FEB 13 85

J. A. Martin
J. A. Martin

BY: B. H. Waters III
B. H. Waters III, Treas.

Dated February 7th, 1985



1050

1985 FEB 13 PM 4:10
E. WATERS, JR., CLERK



National Mortgage
FUNDING CORPORATION

255570

LIBER - 482 PAGE 381

Name of Filing Officer

FINANCING STATEMENT

Under Uniform Commercial Code

NAME(S) and ADDRESS of DEBTOR (Last Name First) YOUNG, 111, David & Denise D.
203 Bishop Avenue
Baltimore, MD. 21225

NAME and ADDRESS of Secured Party:

NATIONAL MORTGAGE FUNDING CORPORATION
6571 Edsal Road
Springfield, Virginia 22151

MATURITY DATE OF OBLIGATION:

February 2015

This Financing Statement covers the following types (or items) of Property:

range

RECORD FEE 12.00
POSTAGE .50
#03988 0040 501 TOP:57
FEB 14 85

The above described item of property is affixed to a dwelling house located on:

203 Bishop Avenue, Anne Arundel, County of Maryland

For a more particular description of the property, reference is hereby made to a Deed of Trust dated January 28, 1985, from David Young 111 and Denise D. Young to National Mortgage Funding Corporation, which has been recorded among the Land Records of Anne Arundel County, Maryland.

DEBTOR(S) SIGNATURE(S)

David Young III
DAVID YOUNG 111

Denise D. Young
DENISE D. YOUNG

12.03
881SD07



SECURED PARTY

NATIONAL MORTGAGE FUNDING CORPORATION

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1985 FEB 14 AM 10:02

E. AUBREY COLLISON
CLERK

James C. Moore

255571

LIBER - 482 PAGE 382

FINANCING STATEMENT

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

DEBTOR Service Warehouse and Distribution Co Inc.
(Name or Names)

7850 Oceana Ave. Bldg # 2 Jessup Maryland 20794
(Debtor's Address—Street No., City, County, State)

SECURED PARTY Carrollton Bank of Baltimore
(Dealer's Name)

P O Box 1391 Baltimore Maryland 21203
(Dealer's Address—Street No., City, County, State)

ASSIGNEE OF SECURED PARTY:

THE CARROLLTON BANK OF BALTIMORE
BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
Datsun	Forklift	023921		CFP 02	
Datsun	Forklift	024009		CFP 02	

RECORDING FEE 13.00
RECORDING TAX 231.00
POSTAGE 50
FEB 14 1985

2. If above described personal property is to be affixed to real property, describe real property:

3. This transaction ~~(is)~~ is not exempt from the Recordation Tax. Consideration \$ 33,000.00

Dated this 13th day of December, 1984
Service Warehouse & Distribution Co Inc. Debtor

Witness: [Signature] Signs

[Signature] Earl Davis Debtor
[Signature] Thomas Healy, Individually Signs

Attest: [Signature] Nancy Healy, Individually Debtor
[Signature] Signs

[Signature] W. C. Dutton Secured Party
W. C. Dutton J. O. Bromwell, Jr., Asst. Cashier

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

77-064

1300
23100
50

Mailed to: Carrollton Bank of Balto.

1985 FEB 14 PM 12:19
E. HUGHES GILLISON
CLERK

LIBER - 482 PAGE 383
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 Toskov, Jr., Anthony G.
Address 7022 Cresthaven Drive, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Gunther's Leasing Transport, Inc.
Address 8350 Capel Drive, Pasadena, Maryland 21122

Credit Alliance Corporation, P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Assignee of Secured Party
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)

Toskov, Jr., Anthony G.
Anthony G. Toskov
(Signature of Debtor)

Anthony G. Toskov
Type or Print Above Name on Above Line
(Signature of Debtor)

Type or Print Above Signature on Above Line

Gunther's Leasing Transport, Inc.

Mark G. Pres
(Signature of Secured Party)

MARK Gauthier Pres.
Type or Print Above Signature on Above Line

RECORD FEE 33.00
POSTAGE 50
482017 1055 102 112:04
FEB 14 85

33.00
50

LIBER - 482 PAGE 384
ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated January 9, 1985 between Gunther's Leasing Transport, Inc. as Seller/Lessor/Mortgagee, and Anthony G. Toskov, Jr., 7022 Cresthaven Drive, 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 personal; 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 unmaturing 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

\$ 40,908.00 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 10th day of February, 1985

Gunther's Leasing Transport, Inc. (Seal)
Seller/Lessor/Mortgagee

By: Mark Hill Pres.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Gunther's Leasing Transport, Inc. FROM: Anthony G. Toskov, Jr.
8350 Capel Drive, Pasadena, MD 21122 7022 Cresthaven Drive, 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:

Table with 2 columns: Description of Property Purchased and Financial Details. Includes items like (1) TIME SALES PRICE \$49,908.00, (2) Less DOWN PAYMENT IN CASH \$9,000.00, (3) Less DOWN PAYMENT IN GOODS \$-0-, (4) CONTRACT PRICE (Time Balance) \$40,908.00. Also includes property address and Record Owner of Real Estate.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty thousand nine hundred eight and 00/100***** Dollars (\$40,908.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 10th 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 \$852.25 and the final installment being in the amount of \$852.25

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum 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: January 9 1985

Accepted Gunther's Leasing Transport, Inc. (SEAL) (Print Name of Seller Here)

Anthony G. Toskov, Jr. (SEAL) (Print Name of Buyer-Maker Here)

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

By: Anthony G. Toskov (SEAL) (Print Name of Co-Buyer-Maker Here)

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

By: (Print Name of Co-Buyer-Maker Here)

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

By: (Print Name of Co-Buyer-Maker Here)

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

By: (Print Name of Co-Buyer-Maker Here)

This instrument prepared by

3

ORIGINAL FOR FILING - NON - NEGOTIABLE

LIBER - 482 PAGE 385 A
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 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 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
 _____ (Witness) By: _____ }
 _____ (Signature: Title of Officer, "Partner" or "Proprietor")

Mailed to Secured Party

LIBER - 482 PAGE 386

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. 252251

RECORDED IN LIBER 474 FOLIO 5 ON 6/8/84 (DATE)

1. DEBTOR

Name G & K Excavating & Landscaping, Inc.

Address 135 Bayard Road, Lothian, MD 20711

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any)

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: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amendment to correct the serial number as follows: From: S/N 76Y01133 To: S/N 76Y01005</p>	

RECORDING FEE 10.00
POSTAGE .50
APR 15 1985 402 112101
FEB 14 85

G & K Excavating & Landscaping, Inc.

Philip F. Garofolo
(Signature of Debtor)

Philip F. Garofolo

(Type or Print Above Signature)

Credit Alliance Corporation

Larry F. Kimmel

Larry F. Kimmel, Assistant Sec.
(Signature of Secured Party)

Dated

1-24-85

Type or Print Above Name on Above Line

Mailed to Secured Party

Mailed to: _____

1000
10

255573

LIBER - 482 PAGE 387

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)
Dr. Paul Rhodes, M.D.
Dr. Oscar Farias, M.D.
1667 Crofton Center
Crofton, MD 21114

2. Secured Party(ies) and address(es)
ChiCorp Financial Services
800 E. Northwest Hwy.
Palatine, IL 60067

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

RECORD FEE 14.00
POSTAGE 50
#20013 0055 102 711:50
FEB 14 95
14 PM 12:19
1995 FEB 14 11:50
OFFICE

4. This financing statement covers the following types (or items) of property: 84-0430#3-84-0223

(1) Electro-Nucleonics Starlyte, SN#E222

NOT SUBJECT TO RECORDATION TAX

5. Assignee(s) of Secured Party and Address(es)
Elgin Federal Financial
Center, 1695 Larkin Ave.
@ Lyle, Elgin, IL 60120

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 Circuit Court, P.O. Box 71, Annapolis, MD 21404

See attached lease page for
By: original debtor's signature
Signature(s) of Debtor(s)

ChiCorp Financial Services
By: *J. Schovanec*
Signature(s) of Secured Party(ies)

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

CHICORP FINANCIAL SERVICES
800 E. NORTHWEST HIGHWAY, SUITE 318
PALATINE, IL 60067

LEASE NO.
84-0430#3
84-0223
Refer to Above No. On
All Correspondence

LIBER - 482 PAGE 388 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

QUANTITY	DESCRIPTION OF EQUIPMENT LEASED (INCLUDE MAKE, YEAR, MODEL, IDENTIFICATION AND MODEL NUMBERS OR MARKS)	PRICE
1	Electro-Nucleonics Starlyte SN #E222	\$6,000.00
TOTAL PRICE		\$6,000.00
SALES TAX		300.00
OTHER		
TOTAL COST		\$6,300.00

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 DUE	AMOUNT OF EACH RENT PAYMENT	SECURITY DEPOSIT	
60	12-20-84	12-20-84	\$172.62	\$172.62	\$172.62 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, including all such taxes, assessments, fees and charges on 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 items 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 to 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 ACCEPTED: 12/28/84

DATE: 9-28-84

BY: [Signature]

NAME OF LESSEE: Dr. Paul Rhodes, M.D.
Dr. Oscar Farias, M.D.
Company Name

BY: [Signature] Title

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

FINANCING STATEMENT

Contract Date

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

1. Name of Debtor(s) (or Assignor): Interior Concepts, Inc.
 Address: ~~2806XSolomonXIslandXRoadX~~ 2560 Riva Rd.
~~Edgewater, Md 21037X~~ Annapolis, Md. 21401

2. Name of Secured Party (or Assignee): MARYLAND NATIONAL BANK
 Address: P.O. Box 535
 Baltimore, Md. 21203

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

See Attached Schedule "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.

RECORD FEE 11.00

POSTAGE 50
382012 0055 102 111:56
FEB 14 85

Debtor(s):
 Interior Concepts, Inc.
 By: Stanley Thornton
 V.P. (Title)
 STANLEY THORNTON - V.P.

Secured Party:
 MARYLAND NATIONAL BANK
 By: J. Sayre
 J. Sayre - Rep.
 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 Maryland National Bank at address shown in 2. above)

1100
50

A.A. Co.
11.50

RECORDED
1985 FEB 14 PM 12:19
F. ROBERT COLLISON
CLERK

LIDER - 482 PAGE 391

Schedule "A"

Interior Concepts, Inc.
2806 Solomons Island Road
Edgewater, Md. 21037

1 Lanier Electronic Key Telephone System
consisting of:

- 1 MCAU/AMMU
- 1 MCBU-2
- 1 MPRU
- 1 MINU
- 3 MXPU-2
- 5 MSTU-2
- 3 MCOU-MF-3 CO IN/F Unit
- 1 EPSA-104
- 1 MDSU-2
- 1 MDSS-302 DSS Console
- 35 EKT-2202
- 1 MKWM-102 MKSW Wall MT Kit
- 1 PBBU-3 PWR Back-up 4/EPS
- 1 EBCC-2 Battery Conn. Kit
- 2 AA Batteries
- 1 MSMU-2 SMDR Unit
- 1 RX-80 Printer W/RS232
- 1 Less Allowance

Mailed to: ~~_____~~ Mailed to Secured Party

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3659.54

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

This financing statement Dated 1/22/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EDWARD S AND WRIGHT SR AND BONNIE L WRIGHT
Address 7893 NOL PARK COURT GLEN BURNIE, MD. 21061

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)

- 1 VCR
- 1 Kodac 110
- 1 Adedio game Colico
- 1 Dining Room SET
- 3 Bedroom Sets
- 1 Typewriter
- 1 Vacuum Cleaner
- 1 Sewing Machine
- 1 Freezer
- 1 Stove
- 4 T.V.

RECORD FEE 12.00
 RECORD TAX 24.50
 POSTAGE 50
 FEB 14 1985

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)

Edward S. Wright Sr.
(Signature of Debtor)

EDWARD S. WRIGHT SR
Type or Print Above Name on Above Line

Bonnie L. Wright
(Signature of Debtor)

BONNIE L. WRIGHT
Type or Print Above Signature on Above Line

Mary E. Hicks
(Signature of Secured Party)

MARY E. HICKS
Type or Print Above Signature on Above Line
Mailed to Secured Party

1200
2450
50

RECEIVED BY CLERK
1985 FEB 14 PM 12:19
E. AUDREY COLLISON
CLERK

LIBER - 482 PAGE 393

RELEASE OF FINANCING

STATEMENT

FOR VALUE RECIEVED, I hereby release the Financing Statement, and assets secured thereby, recorded among the Financing Statement records of Anne Arundel County at Book 470 Page 172, as Instrument No. 250745.

Joseph Bornstein
JOSEPH BORNSTEIN

RECORD FEE 10.00
POSTAGE .50
482075 0055 102 114158
FEB 14 85

Subscribed and sworn to before me the 20th day of December, 1984.



Leonard Z. Bulmer
Notary Public

1985 FEB 14 PM 3:04
E. ALBREY COLLISON
CLERK

FINANCING STATEMENT

1. Debtors:

- (1) TOUCH TECHNOLOGY, INC.
111 Chinquapin Round Road
Annapolis, Maryland 21401
- (2) GARY L. BARRETT
315 Chesapeake Avenue
Annapolis, Maryland 21403
- (3) CAROL BARRETT
315 Chesapeake Avenue
Annapolis, Maryland 21403

2000
JD

Mailed to: Leonard Z. Bulmer, Notary

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 40,000.00

FINANCING STATEMENT

Marucha T. V. and Appliance, Inc.

By:

Name or Names—Print or Type Felix Marucha, President
1355 Odenton Road, Odenton, Maryland, 2113
Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type Felix Marucha
352 Baltimore Ave., Odenton, Md. 21113
Address—Street No., City - County State Zip Code

Joan M. Marucha (same address)
Odenton Federal Savings & Loan Association

2. Secured Party:

Name or Names—Print or Type By: James Thompson, Pres.
P. O. Box 70, Odenton, Md. 21113
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Blanket lien on all corporate assets of Marucha T. V. and Appliance, Inc. such as inventory, equipment, machinery, chattels, stock, etc., located at both 1355 Odenton Rd., Odenton, Md. 21113, and any other location of the store of the corporation, whether now or hereinafter acquired, and Indemnity Mortgage on property located at 1367 Bechnell Ave., Odenton, Md.

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.

RECORD FEE 13.00
POSTAGE 50
#92096 C237 R02 18:46
FEB 14 85

DEBTOR(S):
Marucha T. V. and Appliance, Inc.

SECURED PARTY:

By: Felix Marucha
Felix Marucha (Signature of Debtor)

Felix Marucha
Felix Marucha (Type or Print)

Joan M. Marucha
Joan M. Marucha (Signature of Debtor)

Joan M. Marucha
Type or Print

ODENTON FEDERAL SAVINGS and
(Company, if applicable)

By: James G. Thompson, President
(Signature of Secured Party)

James G. Thompson, 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 Maurice M. Bassan, 712 Court Square Bldg., Baltimore, Md. 21202

Lucas Bros. Form F-1

1985 FEB 14 PM 3:50
E. ADRIAN COLLISON
CLERK

13.00
50

Annex Annual Co

MARYLAND FINANCING STATEMENT

825552

UCC-1

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

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

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

1. DEBTOR: Earl Gross T/A Earl Gross Asphalt Paving
(Name or Names)
320 N. Route 3, P.O. Box 155, Millersville, MD 21108
(Address)
- DEBTOR: _____
(Name or Names)

(Address)
2. SECURED PARTY: Siems Rental and Sales Company, Inc.
(Name or Names)
3683 Clipper Mill Road Baltimore, MD 21211
(Address)
3. ASSIGNEE (if any)
of SECURED PARTY: Union Trust Company of Maryland
(Name or Names)
P.O. Box 1077 Baltimore, MD 21202
(Address)
Attn: Commercial Equipment Finance Dept. #7G4273
4. This Financing Statement covers the following types (or items) of property:

One (1) Puckett Brothers Paver Model T450D, s/n PBP82B2114,
together with all attachments and accessories thereto.

1985 FEB 14 PM 4:16
E. ADERET COLLISON
CLERK

NOT SUBJECT TO RECORDATION TAX - LESSEE WILL PURCHASE AT END OF LEASE TERM

RECORD FEE 12.00
POSTAGE .50
482112 0237 R02 116:10
FEB 14 85

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
Earl Gross T/A Earl Gross Asphalt Paving
By: Earl Gross, Owner
(Title)
Earl Gross
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

SECURED PARTY:
Siems Rental and Sales Company, Inc.
By: Marvin W Abbott V.P.
Marvin W Abbott, V.P.
(Type or print name of person signing)

Return To: Union Trust Company of Maryland
P.O. Box 1077 Baltimore, MD 21203
Attn: Commercial Equipment Finance Dept. #7G4273

12.50

LIBER - 482 PAGE 396

255582

CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
(To Be Recorded Among The Financing Statement Records)

FINANCING STATEMENT

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

1. Names and Addresses of Debtor:

STANWOOD ELECTRONICS CORPORATION,
trading as
PUBLIC PHONE STORES

(Principal Place of Business)
9550 Berger Road
Columbia, Maryland 21046

RECORD FEE 12.00
POSTAGE .50
#03PAS 0040 RM 109:01
FEB 15 85

905 York Road
Towson, Maryland 21204

2760 S. Randolph Street
Arlington, Virginia 22206

9421 Georgia Avenue
Silver Spring, Maryland 20910

1670 I. Street, N.W.
Washington, D.C. 20026

10312 Main Street
University Shopping Center
Fairfax, Virginia 22030

3110 M Street, N.W.
Canal Square
Washington, D.C. 20007

4529 St. Barnabas Road
Temple Hills, Maryland 20748

562 N. Frederick Avenue
Gaithersburg, Maryland 20877

2 E. Fayette Street
Baltimore, Maryland 21201

Columbia Mall
Columbia, Maryland 21044

White Marsh Mall
8200 Perry Hall Boulevard
White Marsh, Maryland 21162

Cherry Hill Mall
Rt. 38 and Haddonfield Road
Cherry Hill, New Jersey 08034

The Gallery at Market East
9th and Market Streets
Philadelphia, Pennsylvania
19107

Roosevelt Mall
2373 Cottman Avenue
Philadelphia, Pennsylvania
19149

King of Prussia Plaza
King of Prussia, Pennsylv-
vania 19406

Springmall Square III
6701 Loisdale Road
Springfield, Virginia 22150

1020 Rockville Pike
Rockville, Maryland 20852

702 Reisterstown Road
Pikesville, Maryland 21208

6634 Security Boulevard
Woodlawn, Maryland 21207

1982 Chain Bridge Road
McLean, Virginia 22102

Parole Plaza Shopping Center
Annapolis, Maryland 21401

Echelon Mall
Voorhees, New Jersey 08043

Burlington Center
2501 Burlington-Mt. Holly
Road
Burlington, New Jersey 08016

Laurel Centre
14828 Baltimore-Washington Blvd.
Laurel, Maryland 20707

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 FEB 15 AM 9:14

E. AUDREY COLLISON
CLERK

12.00

LIDER - 482 PAGE 397

2. Name and Address of Secured Party:

EQUITABLE BANK, NATIONAL ASSOCIATION
100 South Charles Street
Baltimore, Maryland 21201
Attention: Mr. Larry J. Schultz
Assistant Vice President

3. This Financing Statement covers all of the following property:

A. Inventory. All of the inventory of the Debtor, wherever located, 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.

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

5. The Debtor certifies that the underlying transaction is not subject to Maryland Recordation Tax.

Debtor:

STANWOOD ELECTRONICS CORPORATION

By:  (SEAL)
Phillip H. Ault, President

Clerk, please return to: Shaun F. Carrick, Esquire
Miles & Stockbridge
10 Light Street - Suite 1900
Baltimore, Maryland 21202

Chattel Records Wic County

FINANCING STATEMENT

1. Name of Debtor: POPLAR ASSOCIATES LIMITED
PARTNERSHIP
Address: 350 River Rd
Arnold, Md 21012

2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: 10 Light Street
Baltimore, Maryland 21202
Attn: William E. Rinehart

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

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated Feb 5, 1985 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Wicomico County, Maryland said property being more particularly described in Exhibit A attached hereto and made a part hereof.

RECORD FEE 21.00
.50

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

#03981 0040 R01 T10449
FEB 15 85

(c) Proceeds of all collateral are covered.

4. Recordation tax on the principal sum of \$ 70,000 has been paid to the Clerk of the Circuit Court of Wicomico County upon recording of the Deed of Trust.

Debtor:
POPLAR ASSOCIATES LIMITED
ASSOCIATES

Secured Party:
MARYLAND NATIONAL BANK

By: John B. Booth
John B. Booth,
General Partner

By: William E. Rinehart
William E. Rinehart,
Vice President

RECEIVED FOR RECORD
CIRCUIT COURT, WICOMICO COUNTY
1985 FEB 15 AM 10:53
E. AUBREY COLLISON
CLERK

2/15

By: William A. Touchard, Jr.
General Partner

By: Leo A. O'Dea
General Partner

By: James H. Graves
General Partner

OHIO
STATE OF ~~XXXXXX~~, ~~XXXX~~ / COUNTY OF MAHONING, TO WIT:

On this 29th day of January, 1985, before me, a Notary Public of said State, personally appeared John B. Booth, who acknowledged himself to be a general partner of Poplar Associates Limited Partnership, the Debtor in the foregoing Financing Statement, and that he, as such general partner, being authorized to do so, in my presence, signed the foregoing Financing Statement and acknowledged that he executed the same for the purposes herein contained.

WITNESS my hand and Notarial Seal.

[Signature]
Notary Public

My Commission Expires: Jan 30, 1986
State of Ohio

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Anne C. Evans

Anne Arundel

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ~~WICOMICO~~
COUNTY AND BALTIMORE CITY AND WITH THE STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION

PROPERTY DESCRIPTION

Beginning for the first thereof being all that piece or parcel of land situate lying and being in Delmar Election District of Wicomico County, State of Maryland, located on the Easterly side of and binding upon South Maryland Avenue and on the Southerly side of and binding upon West Walnut Street, having a frontage along said South Maryland Avenue of 60 feet and extending back therefrom along the said Southerly side of West Walnut Street in a uniform width to a depth of 135 feet to a 10-foot alley located on the Easterly side of said land, and being part of Lot No. 10 as laid down on plat of Edgeview Realty Company made by P. S. Shockley, Surveyor, on July 28, 1909, and recorded among the Land Records of Wicomico County, Maryland, in Liber E.A.T. No. 70, folio 532.

And also for the second thereof being all those tracts or parcels of land situate, lying and being in the Town of Delmar, Delmar Election District of Wicomico County, State of Maryland, and on the East side of and binding upon Maryland Avenue, formerly known as South Street, and more particularly described as follows: Beginning for the same at a point on the East side of said Maryland Avenue 120 feet Northerly from the North side of Poplar Street; thence Easterly parallel to Poplar Street a distance of 135 feet to an alley; thence Northerly by and with the West side of said alley a distance of 120 feet to a point 60 feet South of Walnut Street; thence Westerly parallel to said Walnut Street a distance of 135 feet to Maryland Avenue; thence Southerly by and with the East side of Maryland Avenue 120 feet to the place of beginning.

And also for the third thereof all that lot or parcel of land situate, lying and being in the Town of Delmar, in the Delmar Election District of Wicomico County, State of Maryland, and located on the Westerly side of and binding upon Maryland Avenue, formerly South Street, and on the Southerly side of and binding upon West Walnut Street and more particularly described as follows: Beginning for the same at a point where the Westerly side of said Maryland Avenue intersects the South side of said West Walnut Street; thence running Westerly by and with the South side of said West Walnut Street a distance of 135 feet to an alley; thence running in a Southerly direction by and with the Easterly line of said alley a distance of 60 feet; thence running in an Easterly direction in a line parallel to the first line hereof a distance of 135 feet to the Westerly side of said Maryland Avenue; thence running in a Northerly direction by and with the West side of said Maryland Avenue a distance of 60 feet to the place of beginning.

And also for the fourth thereof being all that lot or parcel of land situate, lying and being in the Town of Delmar, Delmar Election District of Wicomico County, Maryland, and located on the East side of and binding upon Maryland Avenue, and more particularly described as follows: Beginning for the same at a point on the East side of said Maryland Avenue a distance of 60 feet North from the intersection of the North side of Poplar Street and the East side of said Maryland Avenue, it being the Southwest corner of the lot hereby conveyed; (1) thence running by and with the East side of said Maryland Avenue in a Northerly direction 60 feet to the land of Delmar Associates, formerly owned by Walter B. Stephens; (2) thence running by and with said land of Delmar Associates, in an Easterly direction a distance of 135 feet to the West side of a 10 foot alley; (3) thence running by and with the Westerly line of said alley in a Southerly direction a distance of 60 feet to the

land of Delmar Associates, formerly owned by E. E. Freeny; (4) thence running by and with the same in a westerly direction a distance of 135 feet to the place of beginning, and being in all respects the same parcel of land that was conveyed unto George M. Craven and Myrtle R. Craven, his wife, as tenants by the entireties, by deed dated February 2, 1966, from Mary Catherine Elliott, widow, and recorded among the Land Records for Wicomico County, State of Maryland, in Liber G.W.P.S. No. 624, 10110 522, the entire fee simple interest in said property having become vested in the said Myrtle R. Craven upon the death of her husband, George M. Craven, on or about June 11, 1969.

And also for the fifth thereof all that lot or parcel of land situate, lying and being in the town of Delmar, in the Delmar Election District of Wicomico County and State of Maryland, and located easterly of but not binding upon South Maryland Avenue, and located on the westerly side and binding upon the right/of/way of the New York, Philadelphia and Norfolk Railroad Company, now Penn Central Transportation Company, and more particularly described as follows: Beginning for the same at a cement post settled in the ground on the eastern line of a 10 foot alley at the southwest corner of the lot now owned by Dallas C. Hitchens, thence running by and with the easterly line of the 10 foot alley south 12 degrees 30 minutes west a distance of 145 feet to a cement post settled in the ground at the northeasterly corner of West Walnut Street, in said Town, thence running by and with the easterly line of said West Walnut Street, south 12 degrees 30 minutes west a distance of 40.07 feet to a cement post settled in the ground at the southeast corner of said West Walnut Street, thence running by and with the eastern line of a lot owned by L. B. Kerr, of other lots of Albert Baeyer and Leo A. O'Dea and the lot of Myrtle R. Craven and the lot of Edgeview Realty Company, south 12 degrees 30 minutes west a distance of 342.1 feet to the center of the town drainage ditch leading in a westerly direction from said Town, thence running by and with the same south 80 degrees 35 minutes 13 seconds east a distance of 253.99 feet to an iron pipe settled in the ground on the westerly line of the right/ of/way of the Penn Central Transportation Company, thence running by and with said right/of/way the three (3) following courses and distances: north 12 degrees 34 minutes 40 seconds east a distance of 334.87 feet to an iron pipe, thence north 77 degrees 25 minutes 20 seconds west a distance of 50 feet to a cement post, thence north 12 degrees 34 minutes 40 seconds east a distance of 196 feet to a cement post settled in the ground at the southeast corner of the lot owned by Parkway Manor, Inc., thence running by and with the southerly line of the land of Parkway Manor, Inc. and the land of Dallas E. Hitchens, north 80 degrees 49 minutes west a distance of 194.67 feet to the place of beginning. Containing 2.844 acres of land, more or less, as per survey made by Harold W. Hampshire, Registered Surveyor, Md. No. 5094, on April 16, 1971. Situate on Walnut Street and Poplar Street.

And also for the sixth thereof all that lot or parcel of land situate, lying and being in the town of Delmar, in the Delmar Election District of Wicomico County and State of Maryland located southerly of but not binding on West Pine Street and being more particularly described as follows: Beginning for the same at a cement post on the westerly right of way line of the Consolidated Rail Corporation located South 12 degrees 34 minutes 40 seconds West a distance of 35.25 feet from the intersection of the Southerly line of West Pine Street and the Westerly right of way line of Consolidated Rail Corporation, said beginning point being also the Northeasterly corner of the land herein described (1) thence by and with other lands of Consolidated Rail Corporation and running at a uniform distance of 68.72 feet measured westerly and perpendicular to the centerline at the old southbound track, South 12 degrees 34 minutes 40 seconds West a distance of 320.0 feet to an iron pipe at the Northeast corner at the lands of Leo A. O'Dea (2) thence by and with the Northerly line at the O'Dea land North 77 degrees 25

LIBER - 482 PAGE 403

minutes 20 seconds West a distance of 60.00 feet to a point (3) thence in part, by and with the easterly line of the O'Dea land and in part by and with the Easterly line of the Deer's Head Realty Limited Partnership land North 12 degrees 34 minutes 40 seconds East a distance of 320.0 feet to a cement post (4) thence by and with a Southerly line of the Deer's Head Realty Limited Partnership land South 77 degrees 25 minutes 20 seconds East a distance of 60.0 feet to the place of beginning, containing 19,200 square feet of land more or less.

Mailed to Secured Party

Mailed to: _____

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 BELL YACHTS INC
Address PORT ANNAPOLIS 7074 BEMBE BEACH ROAD ANNAPOLIS, MD. 21403

2. SECURED PARTY

Name BORG-WARNER ACCEPTANCE CORPORATION
Address P.O. BOX 3190 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)

All inventory of whatever kind or nature, including but not limited to boats, boat trailers, boat motors, marine equipment and accessories whether attached to the boats or boat trailers or otherwise, wherever located, now owned or hereafter acquired or in the possession, custody or control of Debtor, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and additions thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, equipment, instruments, chattel paper, general intangibles, accounts or otherwise).

RECORD FEE 1.10
RECORD FEE 9.90
POSTAGE .50
#02221 0055 FOR 11:02
FEB 15 85

NOT SUBJECT TO RECORDATION TAX

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)

BELL YACHTS INC
Pat S. Bell
(Signature of Debtor)

PATRICIA S. BELL PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BORG-WARNER ACCEPTANCE CORPORATION
by:

R.W. Lehmkuhl
(Signature of Secured Party)

R.W. LEHMKUHL DISTRICT MANAGER
Type or Print Above Signature on Above Line

RECEIVED BY RECORDS
CLERK COURT HOUSE
1985 FEB 15 PM 1:04
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Mailed to: _____

255593

(DISC: PASEVR)
File No. 10592-086

LIBER - 482 PAGE 405

FINANCING STATEMENT

THIS FINANCING STATEMENT, dated the 14 day of February, 1985, is presented for filing pursuant to the Uniform Commercial Code of the State of Maryland.

1. Debtor's name and address:

Michael Arkin & Associates Limited Partnership
818 Roeder Road
Silver Spring, Maryland 20910

2. Secured Party's name and address:

Perpetual American Bank, F.S.B.
c/o Perpetual American Mortgage Company
1749 Old Meadow Road
McLean, Virginia 22102

3. This Financing Statement covers the following property to be utilized in the use and occupancy of improvements on the land described in that certain deed of trust of even date herewith from the Debtor to Wendy R. Sharp and Richard S. Lawton, Trustees, for the benefit of the Secured Party, and to be recorded among the land records of Anne Arundel County, Maryland, simultaneously with the filing hereof:

RECORD FEE 14.00
NOTARIAL 50
REGISTER 0237 #02 T12:15
FEB 19 85

A. All of the appliances, fixtures, equipment, building materials and personal property now or hereafter owned by Debtor and located on the premises described below and necessary to its use and occupancy; and

B. All awards and other payments in respect of any taking (as described in section 9 of the deed of trust) and all insurance proceeds (as described in section 11.3 of the deed of trust) in respect of any of the foregoing, together with all amounts received by the Trustee, or the Secured Party, or expended by the Trustee or the Secured Party pursuant to the deed of trust; and

C. All of the Debtor's rights, title and interest as landlord in and to all leases and rents pertaining to the premises and any security deposits held by the Debtor thereunder; and

D. All of the Debtor's rights, options, powers and privileges (but not the burdens and obligations) in and to all contracts for the operation and maintenance of the land and improvements and contracts for the provision of services to the land and improvements (including, without limitation, contracts dealing with heating and air conditioning systems, management agreements, and the like); and

1985 FEB 19 PM 12:17
E. AUBREY COLLISON
CLERK

14/5

- E. All of the Debtor's rights, title and interest in all monies deposited in accounts with the Secured Party.
4. Said deed of trust secures an obligation of the Debtor to the Secured Party in the principal sum of \$1,200,000, which obligation has a maturity date as provided in the Note.
 5. Proceeds of the collateral are also covered.
 6. The real property covered by the aforesaid deed of trust is owned by the Debtor and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

DEBTOR:

MICHAEL ARKIN & ASSOCIATES
LIMITED PARTNERSHIP

By: 

Michael Arkin
General Partner

SECURED PARTY:

PERPETUAL AMERICAN BANK, F.S.B.

By: 

Ralph G. Falcone
Senior Vice President

LEGAL DESCRIPTION OF SCHEDULE "A" is further described as follows:

EXHIBIT 'A'

Being the land of Emanuel S. Kalus and Merton E. Kalus, co-partners trading as Kalus Construction Co., recorded in Liber 1327 at Folio 363, Liber 1546 at Folio 170 and Liber 1514 at Folio 177, all among the Land Records of Anne Arundel County, Maryland (3rd Assessment District); and being more particularly described as follows:

Beginning at a railroad spike found on the westerly right of way line of Governor Ritchie Highway, Maryland Route #2 (150 feet wide, as shown on State Roads Commission Right of Way Plat # 2563); said point of beginning marking the division line between the land of Anthony F. Bohdal et ux (Liber 1688 at Folio 460) and the land of Kalus Construction Co. (Liber 1546 at Folio 170), thence running with the same,

South 58 deg. 29 min. 50 sec. West, 198.97 feet to a point; thence running with the division line between the said land of Bohdal and the land Kalus Construction Co. (Liber 1514 at Folio 177),

South 26 deg. 48 min. 30 sec. East, 125.43 feet to an iron pipe found marking the southwest corner of the land of Bohdal; thence running with the land of Ebersberger Enterprises, (Liber 3118 at Folio 276), Giddings Realty Co. (Liber 1742 at Folio 466) and with the northerly line of Lot 1 of a subdivision entitled "Property of Giddings Realty Company" and recorded in Plat Book 71 at Folio 15,

South 58 deg. 29 min. 50 sec. West, 393.34 feet to an iron pipe found on the easterly right of way line of Old Annapolis Boulevard (variable width); thence running with the said right of way line, the following nine (9) courses and distances,

North 07 deg. 52 min. 30 sec. East, 7.42 feet to a point; thence

North 10 deg. 08 min. 30 sec. East, 93.15 feet to a point; thence

North 11 deg. 55 min. 50 sec. East, 68.37 feet to a nail set at the southwest corner of the aforesaid land of Kalus Construction Co. described in Liber 1546 at Folio 170; thence continuing with the aforesaid right of way line and binding with the westerly line of Liber 1546 at Folio 170,

North 11 deg. 55 min. 50 sec. East, 82.62 feet to a "P.K." nail found on the southerly line of Kalus Construction Co. (Liber 1327 at Folio 363); thence running with part of said line,

South 58 deg. 29 min. 50 sec. West, 7.18 feet to a "P.K." nail found; thence continuing with the aforesaid right of way line and binding with the 1st, 2nd, 3rd and 4th deed lines of Liber 1327 at Folio 363,

North 12 deg. 23 min. 00 sec. East, 123.32 feet to a "P.K." nail found; thence

North 11 deg. 46 min. 00 sec. East, 100.21 feet to a "P.K." nail found; thence,

North 10 deg. 47 min. 00 sec. East, 175.99 feet to a "P.K." nail found; thence,

North 09 deg. 13 min. 00 sec. East, 72.21 feet to a "P.K." nail found marking the division line between the land herein being described and the land leased to Esso Standard Oil Company as recorded in Liber 1097 at Folio 343; thence running with the same, the following two courses and distances,

South 80 deg. 23 min. 40 sec. East, 89.96 feet to a nail set; thence

North 63 deg. 21 min. 20 sec. East, 81.13 feet to an iron pipe found on the aforesaid right of way line of Governor Ritchie Highway (150 feet wide); thence running with the same,

South 26 deg. 38 min. 40 sec. East, 281.76 feet to a point marking the division line between Liber 1327 at Folio 363 and Liber 1546 at Folio 170 of Kalus Construction Co.; thence continuing with aforesaid right of way line,

South 26 deg. 38 min. 40 sec. East, 60.22 feet to the point of Beginning.

Containing 166,070 square feet or 3.8124 acres of land.

LIDER - 482 PAGE 408 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 08F831

255594

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 27, 1984 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DENELCOR, INC.
Address 11700 Beltsville Drive, Suite 650, Beltsville, MD 20705

2. SECURED PARTY

Computer
Name TransCapital Corporation Name: Wells Fargo Bank, N.A.
Address 8150 Leesburg Pike Address: Equipment Finance Center #489
Vienna, VA 22180 343 Sansome Street
San Francisco, CA 94163
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) October 1, 1988

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

One Denelcor H1201 HEP Computer System
(Model #2145) Serial Number 1007
#2147
Located at: Maryland Procurement Office
9800 Savage Road
Ft. George G. Meade, MD 20755

Filed at: Clerk of Circuit Courts
~~Prince Georges~~ County, Maryland
Anarundel
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 N. Martin
(Signature of Debtor)

James N. Martin
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert E. Applegate
(Signature of Secured Party)

Robert E. Applegate
Type or Print Above Signature on Above Line

RETURN ACKNOWLEDGEMENTS TO
NATIONWIDE INFORMATION
488 BROADWAY
ALBANY, N.Y. 12207

LIBER - 482 PAGE 410

SCHEDULE A

Computer System Serial # 01807; System Processor Type 1123; Product Line 31

Mailed to: Maryland Natl. Bank.

255527

LIBER - 482 PAGE 411

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):

Leanos Paper Company, Inc.
150-D Penrod Court
Glen Burnie, MD. 21061

(2) Secured Party(ies) (Name(s) And Address(es))

State National Bank of MD.
7206 Ritchie Highway
Glen Burnie, MD. 21061

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

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

For Filing Officer

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

IBM Personal Computer Serial #0045421

RECORD FEE 11.00
POSTAGE 50
302381 (237 R02 109:40
FEB 20 85

Products of the Collateral Are Also Covered.

NOT SUBJECT TO RECORDATION TAXES

(6) Signatures: Debtor(s) Leanos Paper Company, Inc.

(By) Stephen C. Leanos, President
Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]
STATE NATIONAL BANK OF MD.
(By) John G. Warner, Vice President

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)

UCC-1

(1) Filing Officer Copy - Nonrecord

Mailed to: State Natl. Bank of MD

RECEIVED FOR RECORD
CIRCUIT COURT, S.S. COUNTY

1985 FEB 20 AM 9:42

E. AUBREY COLLISON
CLERK

1150

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

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

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

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

1. DEBTOR

Name BROADNECK PHARMACY INC.

Address 269 PENINSULA FARM RD., ARNOLD, MD 21012

2. SECURED PARTY

ANNE ARUNDELL CO.
CONTEL CREDIT CORPORATION

Name _____

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"

Equity II Telephone System with Key Service Unit

1985 FEB 20 AM 9:49
E. AUBREY COLLISON
CLERK

RECORDING FEE 11.00
REC'D FEB 20 1985 10:47
FEB 20 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)

X A. D. LaChapelle
(Signature of Debtor)

BROADNECK PHARMACY INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

A. D. LACHAPPE
Type or Print Above Signature on Above Line

CONTEL CREDIT CORPORATION

Carmen Payne
(Signature of Secured Party)

Carmen Felecia Payne

Type or Print Above Signature on Above Line

Mailed to: 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. \$ _____

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 Hotsy of Maryland

Address 6407 Ritchie Highway Glen Burnie, Md. 21061

2. SECURED PARTY

Name Anne Arundel

Name ConTel Credit Corporation

Address 223 Perimeter Center Parkway, Suite 230 Atlanta, GA 30346

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

3. Maturity date of obligation (if any) _____

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

"NOT SUBJECT TO TAX"

EQUITY II KEY SERVICE UNIT

RECORD FEE 11.00
POSTAGE .50

#02464 C237 R02 109:47

FEB 20 85

E. AUBREY COLLISON
CLERK

1985 FEB 20 AM 9:50

RECEIVED FOR RECORD
HARFORD COUNTY 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)

X Libby Layden
(Signature of Debtor)

Libby Layden, Secretary Treasury
Type or Print Above Name on Above Line

Carmen Payne
(Signature of Debtor)

Type or Print Above Signature on Above Line

Annette Wheeler
(Signature of Secured Party)

ConTel Credit Corporation

Type or Print Above Signature on Above Line

Mailed to: Mailed to Secured Party

1150

255600

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

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

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

1. LESSEE Michael E. McKown T/A Pinkney Street Systems
(Name or Names)
6 Pinkney Street Annapolis, Maryland 21401
(Address)

LESSEE _____
(Name or Names)

(Address)

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

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

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

- One - Compaq Plus 256K, One - Lomega Bernoulli 10/10 MB,
- One - AST 6 PAK Plus 384K, One - Hayes 1200 External Modem,
- One - Modem Cable, Two - 10 MB Cartridges.

RECORD FEE 12.00
POSTAGE .50
482493 0237 002 110:53
FEB 20 85

1985 FEB 20 AM 11:00
E. AUBREY COLLISON
CLERK

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

LESSEE LESSOR
Michael E. McKown T/A Pinkney Street Systems CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Michael E. McKown Proprietor By: Gordon T. Hill President
(Type or print name of person signing) (Title)

(Type or print name of person signing) (Type or print name of person signing)

By: _____ Return to: Baltimore Federal Financial, F.S.A.
(Title) P. O. Box 116
Baltimore, MD 21203
Attn: Jack Stamerro

Mailed to: _____

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 24,310.00 *
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

 Form Services, Inc.
 (Name)
 717 Wedeman Avenue
 (Address)
 Linthicum Heights, MD 21090

SECURED PARTY (OR ASSIGNEE)
 THE FIRST NATIONAL BANK OF MARYLAND

Attn: Thomas B. Freeze
 (Name of Loan Officer)
 25 South Charles Street
 (Address)
 Baltimore, MD 21201
 Commercial Finance Div. 101-503

**
1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

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

Caterpillar Model V80 E Lift Truck
Serial No.: 77x00873

* Recordation tax paid to Anne Arundel County on _____.

* Additional Address: 5629 Belle Grove Road
Linthicum Heights, MD 21090

E ALBERT COLLISON
1985 FEB 20 AM 11:05

RECORD FEE 11.00
RECORD TAX 148.00
POSTAGE 50
MAGAZINE 0737 002 110:53
FEB 20 85

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

3. 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.

DEBTOR (OR ASSIGNOR)

 (Seal)

 (Seal)
 (Signature)
 Louis L. Boldt, President
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

 (Seal)

 (Seal)
 (Signature)

 (Print or Type Name)

Mailed to: 9 Mailed to Secured Party

11
168 70

255602

LIDER - 482 PAGE 416

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (#8 above):

1 Debtor(s) (Last Name First) and address(es) Cardinal Industries, Inc. 410 S. Hollins Ferry Rd. Glen Burnie, Annearundel, Md. Lessee 21061	2 Secured Party(ies) and address(es) Park Leasing Corporation 150 East Broad Street Columbus, Ohio 43215 Lessor	For Filing Officer (Date, Time, Number, and Filing Office)
--	--	--

4 This financing statement covers the following types (or items) of property: (See instruction #5 above.)

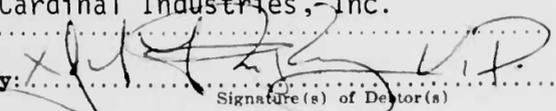
2000# Capacity Underhung Crane and Monorail Systems.

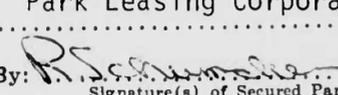
RECORD FEE 11.00
 POSTAGE .50
 882497 0237 002 110:56
 FEB 20 85

Check if applicable: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented:
 This financing statement is to be filed in the real estate records

Filed with: Recorder of Annearundel County, Glen Burnie, Maryland 21061

This instrument prepared by Park Leasing Corporation, 150 E. Broad Street, Columbus, Ohio 43215
 Cardinal Industries, Inc. Park Leasing Corporation

By: 
 Signature(s) of Debtor(s)

By:  Mgr. of Adm.
 Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical This form of financing statement is approved by the Secretary of State.

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

National Graphics Corp., Cols., O. Form No. L8-14

RECEIVED FOR RECORD
 1985 FEB 20 AM 11:05
 E. AUDREY COLLISON
 CLERK

Mailed to: Mailed to Secured Party

1150

Anne Arundel County
FINANCING STATEMENT

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

1. Name of Debtor(s):
Address:
Autorama Sales, Inc. T/A Feltman High Performance Boats
2820 Solomons Island Road
Edgewater, MD 21037

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:

4000 Cuddy Cabin Boat #CEBMK128K485

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

(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:

E. AUGREY COLLISON
CLERK

1985 FEB 20 AM 11:05

RECORD FEE 1.20
RECORD FEE 10.00
POSTAGE .50
#62501 C237 R02 110-59
FEB 20 85

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Autorama Sales, Inc. T/A
Debtor(s): Feltman High Performance Boats Secured Party:
Ralph L. Feltman III
Ralph L. Feltman, III
.....
.....

FIRST AMERICAN BANK OF MARYLAND

By: *Dennis E. Peters, Jr.*
Dennis E. Peters, Jr. Regional V. P.
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)

Mailed to: Mailed to Secured Party

120

Anne Arundel County
FINANCING STATEMENT

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

1. Name of Debtor(s):
Address:

Autorama Sales, Inc. T/A Feltman High Performance Boats
2820 Solomons Island Road
Edgewater, MD 21037

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:

Fiero Boat #CEBMA059L485

RECEIVED RECORD CLERK
1985 FEB 20 AM 11:05
E. AUBREY COLLISON
CLERK

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

(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:

RECORD FEE 12.00
POSTAGE .50
882502 0237 R02 T11:01
FEB 20 85

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Autorama Sales, Inc. T/A
Debtor(s): Feltman High Performance Boats Secured Party:

Ralph L. Feltman, III
Ralph L. Feltman, III.....

FIRST AMERICAN BANK OF MARYLAND

By: *Dennis F. Peters, Jr.*
Dennis F. Peters, Jr., Regional V.P.
(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)

1250

Anne Arundel County
FINANCING STATEMENT

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

1. Name of Debtor(s):
Address:

Autorama Sales, Inc. T/A Feltman High Performance Boats
2820 Solomons Island Road
Edgewater, MD 21037

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:

6-Meter Boat #CEBEA079L485

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

(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:

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1985 FEB 20 AM 11:05
E. AUBREY COLLISON
CLERK

RECORD FEE 12.00
POSTAGE .50
802503 0237 R02 T11:01
FEB 20 85

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Autorama Sales, Inc. T/A
Debtor(s) Feltman High Performance Boats Secured Party:

Ralph L. Feltman, III
Ralph L. Feltman, III

FIRST AMERICAN BANK OF MARYLAND

By: *Dennis F. Peters, Jr.*
Dennis F. Peters, Jr., Regional V.P.
(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)

Mailed to Secured Party

Mailed to: _____

1250

Anne Arundel County
FINANCING STATEMENT

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

1. Name of Debtor(s):
Address:

Autorama Sales, Inc. T/A Feltman High Performance Boats
2820 Solomons Island Road
Edgewater, MD 21037

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:

Miridien Boat #CEBRA114K485

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

(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:

ANNE ARUNDEL COUNTY
1985 FEB 20 AM 11:05
E. AUDREY COLLISON
CLERK

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

RECORD FEE 12.00
POSTAGE .50
#82504 C237 R02 T11:02

FEB 20 85

Debtor(s): Autorama Sales, Inc. T/A Feltman High Performance Boats
Secured Party:

Ralph L. Feltman, III
Ralph L. Feltman, III

FIRST AMERICAN BANK OF MARYLAND

By: *Dennis F. Peters, Jr.*
Dennis F. Peters, Jr., Regional V.P.
(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)

Mailed to: _____ Mailed to Secured Party

1250

Anne Arundel County
FINANCING STATEMENT

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

1. Name of Debtor(s):
Address:

Autorama Sales, Inc. T/A Feltman High Performance Boats
2810 Solomon Island Road
Edgewater, MD 21037

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:

3000 Dow Rider Boat #CEBKC111K485

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1985 FEB 20 AM 11:05
E. AUBREY COLLISON
CLERK

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

(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:

RECORD FEE 12.00
POSTAGE .50
#82505 C237 R02 Y11:03
FEB 20 85

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Autorama Sales, Inc. T/A
Debtor(s): Feltman High Performance Boats Secured Party:

Ralph L. Feltman III

Ralph L. Feltman, III

FIRST AMERICAN BANK OF MARYLAND

By: *Dennis E. Peters, Jr.*

Dennis E. Peters, Jr. Regional V.P.
(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)

Mailed to: _____ Mailed to Secured Party

1253

STATE OF MARYLAND

LIBER - 482 PAGE 422

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 _____ FOLIO _____ ON _____ (DATE)

1. DEBTOR

Name Maryland Site Development, Inc.
Address 1851 Oldfield Drive Huntingtown, Maryland 20639

2. SECURED PARTY

Name L.B. Smith, Inc.
Address P.O. Box 8658 Dorsey Rd & Balto./ Wash. Pkwy
Baltimore, Maryland 21240

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 checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Keystone Acceptance Corporation 2001 State Road Camp Hill, Penna. 17011</p>	

RECORD FEE 10.00
POSTAGE 50
482510 0855 102 11:09
FEB 20 85

1985 FEB 20 AM 11:11
E. AUDREY COLLISON
CLERK

Bomag BW 210 DH, S/N 82395 Book 475 Page 394 dated July 27, 1984
Terex L-700D S/N 20087 Book 475 page 395 dated July 27, 1984

Dated January 25, 1985


(Signature of Secured Party)

L.B. Smith, Inc.
Type or Print Above Name on Above Line

Mailed to Secured Party
Mailed to: _____

1020
JB

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

HBE LEASING CORPORATION

Name _____

Address 11330 Olive St. Road, St. Louis, MO 63141

2. SECURED PARTY

Name INVESTORS SAVINGS & LOAN ASSN., GP#AI

Address 249 Millburn, Millburn, NJ 07041

HBE LEASING CORPORATION, P.O. Box 27340, St. Louis, MO 63141

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)

Equipment as per attached schedule located at 1419 Forest Drive, Annapolis, MD 21403 together with accessions, appurtenances and accessories thereto all as described in Lease #11018.01; assignment covering said equipment between HBE LEASING CORPORATION and J&S:PETER F. VERKOUW, M.D., P.A. AND RODNEY L. BRIMAHLL, M.D., P.A.

RECORD FEE 11.00
POSTAGE 50
FEB 20 1995

Filed with: Clerk of Court of Anne Arundel County
CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
Vice President
(Signature of Debtor)

HBE LEASING CORPORATION

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

INVESTORS SAVINGS & LOAN ASSN.

Type or Print Above Signature on Above Line

1152

LIDER - 482 PAGE 424

LEASE BETWEEN

HBE LEASING CORPORATION (Lessor)

Lease No. 11018.01

Joint and Several: and
Peter F. Verkouw, M.D., P.A. and Rodney L. Brimhall, M.D., P.A. (Lessee)

Dated the 13th day of June, 1984

EQUIPMENT SCHEDULE

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	One(1)	Central Control, Model #CL404-06
2	One(1)	Chart Recorder, Model #CR21019
3	One(1)	Monitor, Model #CM41016
4	One(1)	Remote Start, Model #CS11526
5	One(1)	Meter, Model #CZ10952
6	One(1)	Accessory Kit, Model #7205/9331

Joint and Several:

Peter F. Verkouw, M.D., P.A.

Peter F. Verkouw

Rodney L. Brimhall, M.D., P.A.

Rodney L. Brimhall

Mailed to: _____
Mailed to Secured Party

J-SS/MS
11/30/82
9/6/83
1/4/85

255609

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
<input checked="" type="checkbox"/> NOT TO BE		<input checked="" type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

1. Debtor(s):

Delores J. Link t/a A & J BMX
Name or Names—Print or Type

8040 Jumpers Mall, Pasadena, Anne Arundel, MD. 21122
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:

Arundel Property Investors 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 # 743-748 Jumpers Mall, Anne Arundel County, Maryland also known as 8040 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
882545 0237 002 114:21
FEB 20 85

DEBTOR(S):

Delores J. Link
(Signature of Debtor)

DELORES J. LINK
Type or Print

(Signature of Debtor)

Type or Print

SECURED-PARTY:

ARUNDEL PROPERTY INVESTORS LIMITED
PARTNERSHIP (LANDLORD)

BY: CHURCHVILLE EQUITIES LIMITED
PARTNERSHIP (ITS GENERAL PARTNER)
(Company, if applicable)

Robert E. Statkiewicz
(Signature of Secured Party)

By: Robert E. Statkiewicz, General Partner
Type or Print .

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

THE MARYLAND CORPORATION - 8725 Loch Raven Blvd. - Towson, Md. 21204

Mailed to: Mailed to Secured Party

1985 FEB 20 PM 2:23
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT (UCC-1)

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

1. Name of Debtor(s) (or Assignor): M. W. Stevenson Ltd. T/A Data Processing Solutions
 Address: 2101 Poplar Ridge Road
 Pasadena, Maryland 21122

2. Name of Secured Party (or Assignee): THE SAVINGS BANK OF BALTIMORE
 Address: Attention: Commercial Loan Department
 P. O. Box 896
 Baltimore, MD 21203

3. This Financing Statement covers the following types (or items) of property: All inventory of the Debtor wherever located, whether now owned or hereafter acquired, including, but not limited to, all computers and parts and accessories thereto, and software relating thereto, and all rights to any such inventory whether now or hereafter owned or held by, or due to the Debtor. All accounts, instruments, contracts, contract rights, drafts, acceptances, general intangibles, and other choses in action, whether present or future, which arise from the sale or lease of inventory which is now owned or hereafter acquired by Debtor, including, but not limited to, chattel paper, leases, rental agreements and installment sale agreements. All proceeds of any of the foregoing, including returned goods.

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:

RECEIVED FOR RECORD
 E. AUBREY COLLISON
 CLERK
 1985 FEB 20 PM 2:20

RECORD FEE 12.00
 POSTAGE .50
 MS2530 0237 R02 114307
 FEB 20 85

- (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): M. W. Stevenson, Ltd.
 T/A Data Processing Solutions
 Michael W. Stevenson, President

Secured Party:
 THE SAVINGS BANK OF BALTIMORE

Michael W. Stevenson, President

By: *Ronald P. Espy*
 Ronald P. Espy, Vice President
 Type Name and Title

1250

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

(Mr. Clerk: Return to The Savings Bank of Baltimore at address shown in 2. above)

Mailed to Secured Party

FINANCING STATEMENT

255611

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

1. DEBTOR(S) (OR ASSIGNOR) and Address(es)

GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC.
107 Ridgely Avenue
Annapolis, Maryland 24101

2. A. SECURED PARTY (OR ASSIGNEE) and Address

STUDENT LOAN MARKETING ASSOCIATION
1050 Thomas Jefferson Street, N.W.
Washington, D. C. 20007

B. ASSIGNEE OF SECURED PARTY (if any) and Address

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

All accounts, contract rights, general intangibles, and all notes or other instruments receivable, arising from and related to all student loans now owned or hereafter acquired by the Debtor and insured under the Higher Education Act of 1965, as amended, by the Federal Government or by a state or non-profit private institution or organization."

The underlying secured transaction is not subject to the Recordation Tax imposed by Article 81, §§277,278 annotated Code of Maryland.

5. Proceeds and products of collateral are covered hereunder.

6. Number of additional sheets, if any, attached hereto: NONE

7. Return to: Student Loan Marketing Association
1050 Thomas Jefferson Street, N.W.
Washington, D.C. 20007

DEBTOR:

GIBRALTAR BUILDING AND LOAN ASSOCIATION, INC.

By: Michael T. Storm (SEAL)
Michael T. Storm
Senior Vice President

SECURED PARTY:

STUDENT LOAN MARKETING ASSOCIATION

By: Walter H. Slaceman (SEAL)
Sr. Staff Attorney

1985 FEB 20 PM 2:20
E. TORREY COLLISON
CLERK

RECORDATION FEE 11.00
SEARCH FEE .50
FEB 20 85

PLEASE WRITE OR TYPE IN THE FILING INFORMATION ON THE ACKNOWLEDGMENT COPY AND RETURN AS SOON AS POSSIBLE TO THE ILLINOIS CODE COMPANY. WE UNDERSTAND THE ALPHABETICAL COPY WILL FOLLOW AFTER THE APPROPRIATE MICROFILMING PROCEDURES HAVE BEEN COMPLETE. THANK YOU

FILING FEE \$ 11.50
Please Return To: [Signature]
Illinois Code Company
P.O. Box 2969
Springfield, Illinois 62708
THANK YOU

Mailed to Secured Party

1150

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

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

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

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

1. DEBTOR

Name Johnson, A.C. Johnny
Address 97 Ritchie Hwy.; Pasadena, MD 21122

2. SECURED PARTY

Name HPSC, Inc.
Address 25 Stuart St.
Boston, MA 02116

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)

This filing is notice on an equipment lease dated 12/20/84 for the personal property described herein and hereafter acquired.

- 1 Dicor System

1985 FEB 20 PM 2:27
E. JAMES COLLISON

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 11.00
POSTAGE 50
#02547 0237 #02 114:26
FEB 20 85

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

A. C. Johnson
(Signature of Debtor)

A. C. Johnny Johnson
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Dennis J. Mc Mahon
(Signature of Secured Party)

HPSC, Inc.
Type or Print Above Signature on Above Line

1130

Mailed to Secured Party

LIDER - 482 PAGE 429
FINANCING STATEMENT - MARYLAND

Clerk of Courts
Anne Arundell County, MD

255613

No: _____

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

DEBTOR: Captain's Choice Marine, Inc.

Type Address of Debtor: 1335 Generals Hwy P.O.Box 416
Crownsville, MD 21032

Filing officer may deliver or mail this Financing Statement after Recording to:

Secured Party: WESTINGHOUSE CREDIT CORPORATION

2835 Brandywine Rd
Suite 100
Atlanta, GA 30341

RECORDING CLERK
ANNE ARUNDELL COUNTY
1995 FEB 20 PM 2:39
E. AUBREY COLLISON
CLERK

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

RECORDING FEE 11.00
482548 0237 102 114:27
FEB 20 85

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

Captain's Choice Marine, Inc
(TYPE TRADE NAME OF DEBTOR)

WESTINGHOUSE CREDIT CORPORATION

By Christina Kessler

(L. S.) Thomas J. Eichelberger

Christina Kessler, Credit Mgr.
(TYPE NAME AND TITLE)

Thomas J. Eichelberger, President
(TYPE NAME AND TITLE)

Mailed to Secured Party

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

No. of Additional Sheets Presented

3. The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es):
Housing Industry Dynamics
Incorporated
2129-1 Baldwin Avenue
Crofton, MD 21114

2. Secured Party(ies) Name(s) and Address(es):
Quakertown National Bank
Third & W. Broad Streets
Quakertown, PA 18951

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

5. This statement refers to original Financing Statement No. 451-301 filed (date) 7-6-82 with Circuit Court for

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

RECORD FEE 10.00
302549 0237 002 114:27
FEB 20 85

Quakertown National Bank

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

By Philip D Miller
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - NUMERICAL

(3/83) STANDARD FORM - FORM UCC-3 - Approved by Secretary of Commonwealth of Pennsylvania

1985 FEB 20 PM 2:39
E. ANDREW COLLISON
CLERK

RECEIVED
PROPERTY RECORDS & ACCOUNTS
ANNE ARUNDEL COUNTY



Mailed to Secured Party

LIBER - 482 PAGE 431
STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

January 10, 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. Liber 378 Page 253 in Office of Clerk of court-Anne Arundel County
(Filing Officer) (County and State)

RECORD FEE 10.00
POSTAGE .50
RECORDED FEB 27 1985 ROZ 114-28

Debtor or Debtors (name and address): Milton F. Hays
Box 9 Rt. 175
Jessup MD

FEB 20 85

E. AUBREY COLLISON
CLERK

RECEIVED
CLERK OF COURT
ANNE ARUNDEL COUNTY
FEB 20 1985 2:39 PM

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
FREE STATE PLAZA
18516 ANNAPOLIS ROAD
BOWIE, MARYLAND 20715

Household Finance Corporation
Secured Party

By [Signature]
Its Branch Office Manager

Mailed to Secured Party

10.00

FORM 826-REV. 5-80

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 4938.37

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

This financing statement Dated 1/29/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STEPHEN S. + IMOGENE RAKAS JR

Address 6451 FREEDOM DR GLEN BURNIE, MD, 21061

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC

Address 11628 REISTERSTOWN RD REISTERSTOWN, MD, 21136

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

3. Maturity date of obligation (if any) 1/29/89

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

ALL OF THE HOUSEHOLD GOODS, APPLIANCES, AND FURNITURE OF EVERY KIND NOW LOCATED AT THE BORROWERS RESIDENCE ADDRESS INDICATED ABOVE

1985 FEB 20 PM 2:39
E. AUBURN & LOLLISON
CLERK

RECORD FEE 12.00
RECORD TAX 31.50
INDEX 0277 102 11429
FEB 20 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)

Stephen S. Rakas Jr
(Signature of Debtor)

STEPHEN S. RAKAS JR
Type or Print Above Name on Above Line

Imogene V. Rakas
(Signature of Debtor)

IMOGENE RAKAS
Type or Print Above Signature on Above Line

Steven J. Dieterle
(Signature of Secured Party)

STEVEN J. DIETERLE
Type or Print Above Signature on Above Line

Mailed to Secured Party

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2523.40

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

This financing statement Dated 1/29/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RONALD D. + DONNA BLACKBURN
Address 8674 HEAD HARBOUR PASADENA, MD, 21122

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC
Address 11628 REISTERSTOWN RD REISTERSTOWN, MD, 21136

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

3. Maturity date of obligation (if any) 1/29/88

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

ALL OF THE HOUSEHOLD GOODS, APPLIANCES, AND FURNITURE OF EVERY KIND NOW LOCATED AT THE BORROWERS RESIDENCE ADDRESS INDICATED ABOVE

RECORD FEE 12.00
RETURN TAX 17.50

POSTAGE .50

#192582 0237 102 114:29
FEB 20 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)

Handwritten signature of Ronald D. Blackburn

RONALD D. BLACKBURN

Type or Print Above Name on Above Line

Handwritten signature of Donna Blackburn

DONNA BLACKBURN

Type or Print Above Signature on Above Line

Handwritten signature of Steven J. Dieterle

STEVEN J. DIETERLE

Type or Print Above Signature on Above Line

12
17

Mailed to Secured Party

1985 FEB 20 PM 2:39
E. ADRIAN COLLISON
CLERK

Not
kind

437897-003001
48 MS.

LIBER - 482 PAGE 434

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254581

RECORDED IN LIBER 479 FOLIO 408 ON 11-21-84 (DATE)

1. DEBTOR

Name Taylor Utilities, Inc.
Address 482 Old Orchard Circle, Millersville, Maryland 21108

2. SECURED PARTY

Name State Equipment Division of Secorp National, Inc.
Address 1400 Joh Avenue, Baltimore, Maryland 21227

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

3. Maturity date of obligation (if any)

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Litton Industries Credit Corporation 425 Post Road Fairfield, CT 06430</p>	

CHECK FORM OF STATEMENT

E. AUBREY COLLISON
CLERK

1985 FEB 20 PM 2:40

RECEIVED FOR RECORD
STATE OF MARYLAND COUNTY



cl# 2738

RECORD FEE 11.00
POSTAGE 1.33
TOTAL 12.33

FEB 20 85

Dated OCT. 24, 1984

Glenn S. Conklin GEN. MGR.
(Signature of Secured Party)
Glenn S. Conklin
Type or Print Above Name on Above Line

Mailed to Secured Party

11-5

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 435 Page No. 213
Identification No. 294912 Dated 1/3/85

1. Debtor(s) { LEONARD J. ATTMAN, LOWELL R. GLAZER AND
FREETOWN INVESTMENT COMPANY
Name or Names—Print or Type
7779 New York Lane, Glen Burnie, Md. 21061
Address—Street No., City - County State Zip Code

2. Secured Party { FAIRFAX SAVINGS ASSOCIATION
Name or Names—Print or Type
17 Light Street, Balto., Md. 21202
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>

1985 FEB 20 PM 2:40
E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE .50
802559 0237 402 114137
FEB 20 85

Dated: January 9, 1985
FAIRFAX SAVINGS ASSOCIATION
Name of Secured Party
BY: Richard Jacobs
Signature of Secured Party
RICHARD A. JACOBS
Senior Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Return to: Mark D. Dopkin, Esquire
10th Floor, Sun Life Building
20 S. Charles Street
Baltimore, Maryland 21201

Mailed to: _____

1050

LIBER - 482 PAGE 436

255617

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) Hunter, Donald E. 104 Fogle Drive Annapolis, MD 21403	2 Secured Party(ies) and address(es) Maui/Waikiki Hotel Associates Limited Partnership I c/o VMS Realty, Inc. 8700 West Bryn Mawr Avenue Chicago, IL 60631 Attn: Partnership Administration Dept.	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE 50 POSTED ONES 40 FEB 21 85
--	---	---

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

Debtor's limited partnership interest in Maui/Waikiki Hotel Associates Limited Partnership I, a Delaware 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)

1985 FEB 21 AM 9:44
 E. AUDREY COLLISON
 FILING CLERK

"NOT SUBJECT TO RECORDATION TAX" *D 10 FEB 87*

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with
Anne Arunde/Ca Clark

Check if covered, Proceeds of Collateral are also covered, Products of Collateral are also covered. No. of additional Sheets presented:

Diana C. Evans authorized signatory for
 VMS Realty Partners, attorney-in-fact for
HUNTER, DONALD INVESTOR
Donald E. Hunter
 Signature(s) of Debtor(s)

Maui/Waikiki Hotel Associates Limited Partnership I
 By: VMS Realty Partners, Managing General Partner
WAWRZYNIAK, VICKI DIRECTOR PART.FIN.
Vicki Wawrzynek
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical **STANDARD FORM - FORM UCC-1.** (For Use In Most States)

Mailed to: *Nationwide Information*

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 240917
RECORDED IN LIBER 445 FOLIO 199 ON December 21, 1981 (DATE)

1. DEBTOR

Name Pasadena Tool & Equipment Rental
Address 8004 Jumpers Hole Road - Pasadena, Maryland 21061

2. SECURED PARTY

Name J.I. Case Credit Corp.
Address 290 Elwood Davis Rd., Liverpool, N.Y. 13088

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>
<p>Anne Arundel 2406</p>	

RECORD FEE 10.00
POSTAGE .50
482612 0055 P02 109:15
FEB 21 85

1985 FEB 21 AM 9:46
E. ADAMS JULIUSON
CLERK

Dated January 25, 1985

[Signature] Fin Mgr
(Signature of Secured Party)
J. I. Case Credit Corp.
Type or Print Above Name on Above Line

1000
JD

Mailed to: _____
Mailed to Secured Party

LIBER - 482 PAGE 438

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

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248878,
RECORDED IN LIBER 465 FOLIO 366 ON 9/2/83 (DATE).

<p>2. Name and address of Debtor(s)</p> <p>Dr. E. E. Wallop 1652 Eton Way Crofton, MD 21114</p>	<p>3. Name and address of Secured Party</p> <p>C.I.T. Condition 1301 York Road Lutherville, MD 21093</p>
---	--

4. After recording, this statement is to be returned to ~~C.I.T. Corporation~~ A. J. Buck & Son, Inc.

5. Maturity date of obligation (if any):

6. CHECK FORM OF STATEMENT

- A. CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B. PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C. ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D. TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E. OTHER - _____ (State whether amendment, etc.)

7. Name and Address of Assignee: A. J. Buck & Son, Inc.
10534 York Road
Cockeysville, MD 21030

RECORD FEE 10.00
POSTAGE .50
882614 0055 102 109:17
FEB 21 85

8. Description of Collateral:

Dated 1/7/85 Joseph C. Stahl
(Signature of Secured Party)

C.I.T. CORPORATION
(Type or Print Name of Secured Party on Above Line)

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1985 FEB 21 AM 9:46
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Mailed to: _____

10/80

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 475 FOLIO 189 ON Jul.25, 1984 (DATE)

1. DEBTOR

Name L. & A. Leasing Co., Inc. / J. Arthur Cloutier, Jr.

Address 305 Magothy Rd. Severna Park, MD 21146

2. SECURED PARTY

Name Second National Building & Loan, Inc.

Rt. 50 & Phillip Morris Dr. P. O. Box 2558

Address Salisbury, MD 21801

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

3. Maturity date of obligation (if any) January 10, 1985

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>

RECORD FEE 10.00
POSTAGE .50
832416 0015 P02 T09:26
FEB 21 85

1985 FEB 21 AM 9:47
E. ANNIS COLLISON
CLERK

Dated February 1, 1985

Mary Ann Craven
(Signature of Secured Party)

Mary Ann Craven
Type or Print Above Name on Above Line

Mailed to Secured Party

255619

LIBER - 482 PAGE 440

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 1/30/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arundel Drugs, Inc. T/A Medicine Shoppe
Address 5507 A Ritchie Hwy., Brooklyn Park, MD 21225

2. SECURED PARTY

Name Loewy Drug Company, Inc.
Address 6801 Quad Avenue, Baltimore, MD 21237
J. J. Yurko, Credit Manager (same address as above Secured Party)
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00

3. Maturity date of obligation (if any) _____

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

POSTAGE .50
492417 0055 102 109:23
FEB 21 85

DEBTOR HEREBY GRANTS TO SECURED PARTY A SECURITY INTEREST IN THE PROPERTY LISTED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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)

Frederick A. Williams
(Signature of Debtor)

Frederick A. Williams, President
Type or Print Above Signature on Above Line

Deborah A. Williams
(Signature of Debtor)

Deborah A. Williams, V.P./Secretary
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Benjamin S. Mulitz, President
Type or Print Above Name on Above Line

Mailed to Secured Party

Mailed to: _____

12.00
50

RECORDED
1985 FEB 21 AM 9:47
S. MURPHY COLLISON
CLERK

UNIFORM COMMERCIAL CODE
FINANCING STATEMENT INFORMATION

LIBER - 482 PAGE 441

Debtor:

Arundel Drugs, Inc.
T/A Medicine Shoppe
5507 A Ritchie Hwy.
Brooklyn Park, MD 21225

Secured Party:

Loewy Drug Company
6801 Quad Avenue
Baltimore, Maryland 21237

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

Equipment and Fixtures — All of Debtor's equipment and fixtures, including but not limited to all machinery, furniture, furnishings, cabinets, refrigerators, cash registers, computer equipment and accessories, floor, wall and counter fixtures, display counters and partitions, and all replacement parts and attachments therefor and all installations, apparatus, appliances, accessories and facilities used in connection therewith, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including insurance claim proceeds.

Inventory — All of Debtor's inventory, including but not limited to all items of stock in trade, drugs, pharmaceuticals, patent medicines, medical equipment (including without limitation orthopedic appliances and apparatus), toiletries, novelties, toys, stationery and all other products and goods held for sale or lease, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto, and all proceeds thereof, including returned and repossessed items and insurance claim proceeds, and all documents covering inventory.

Accounts, Chattel Paper and General Intangibles — All of Debtor's accounts, contract rights and chattel paper ("Accounts Receivable"), presently existing and hereafter arising, including but not limited to all sums due from third party reimbursement companies, agencies or governmental departments, the rights and interests of the Debtor in the goods the sale or lease of which gave rise to the Accounts Receivable, and the proceeds thereof; and all of Debtor's general intangibles, of whatsoever kind or nature, including but not limited to prescription files, customer lists, books, records, files, computer programs and information (including software, discs, tapes, codes and print-outs), trademarks, tradenames, licenses, tax refunds, telephone numbers and listings, claims, contracts, agreements, insurance agreements and proceeds, rights and leases, and all other items of like type and kind, presently existing and hereafter arising or acquired, and all proceeds thereof.

Exhibit "A"



Filed with: Clerk of the Circuit Court, Anne Arundel County

STATE OF MARYLAND

LIBER - 482 PAGE 442

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255232
RECORDED IN LIBER 481 FOLIO 428 ON January 17, 1985 (DATE)

1. DEBTOR

Name Ziegler Leasing Corporation
Address 215 North Main Street, West Bend, Wisconsin 53095

2. SECURED PARTY

Name Sovran Leasing Corporation
Address 1510 Willow Lawn Drive
P. O. Box 8765
Richmond, Virginia 23226
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment</p>
<p>#84101 To change Serial Number on Royal 2502 Copier from 9527544 to 9527533.</p>	

RECORD FEE 11.00
#04454 0745 001 115430
FEB 21 1985

ZIEGLER LEASING CORPORATION

SOVRAN LEASING CORPORATION

BY: [Signature]
President

BY: [Signature]
Vice President

Dated January 16, 1985

Dale D. Northington
(Signature of Secured Party)

Dale D. Northington, AVP

Type or Print Above Name on Above Line

RECORDED
ANNE ARUNDEL COUNTY

1985 FEB 21 PM 3:32

F. AUBREY COLLISON
CLERK

Mailed to Secured Party

116

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 Wang Laboratories, Inc.

Address One Industrial Avenue, Lowell, Massachusetts 01851

2. SECURED PARTY

Name Citicorp Leasing, Inc.

Address 470 Totten Pond Road, Waltham, Massachusetts 02154
009815-21

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), Workorder #940M3 & 989M3 attached hereto and made a part hereof.

Not subject to Recordation Tax.

RECORDATION FEE 29.00

492730 0237 R02 T09:04

FEB 22 85

1985 FEB 22 AM 9:12
E. AUGER & COLLISON
CLERK



CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John G. Mates, Officer

John G. Mates
(Signature of Debtor)

Wang Laboratories, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CITICORP LEASING INC.

Kathleen O. Barnett
(Signature of Secured Party) OFFICER

Citicorp Leasing, Inc.

Type or Print Above Signature on Above Line

29.50

(SCHEDULE A)
 (printed on 09/27/84 at 15:02)

Page 11

No. GR 149
 W/NE LABORATORIES, INC. / CITICORP IV

Work Order Number: 989M3
 Loan Pool Number: 1-3
 Customer Number: 045973
 Customer Name: WESTINGHOUSE ELEC CORP

Lease Term: 12 months
 Discount Factor: 12 %
 Equipment Type: WP Type
 Shipping Date: 09/11/84

Start Date	Model Number	Serial Number	Gross Rent	Maintenance	Net Rent	Discounted Price	Advance	List Price
09/26/84	6540-3	LN3912	\$1,282.16	\$271.00	\$1,011.16	\$22,880.00	\$23,795.20	\$26,000.00
09/26/84	TC-805-A	SDA373	318.56	66.00	252.56	6,424.00	6,680.96	7,300.00
09/26/84	TC-805-A	SDA37A	318.56	66.00	252.56	6,424.00	6,680.96	7,300.00
WORK ORDER TOTALS:			\$1,919.28	\$403.00	\$1,516.28		\$37,157.12	\$40,600.00
								0.0

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

PURCHASE ORDER **182** Page **44** Westinghouse Electric Corporation



INVOICE IN DUPLICATE. INCLUDE RETURN TO: WESTINGHOUSE ELECTRIC CORPORATION, P.O. BOX 160, PITTSBURGH, PA 15230-0160

INVOICE TO FACILITATE PAYMENT. Show Purchase Order No. on all invoices and correspondence. PURCHASE ORDER NO. 86E JHV323380 F.O. DATE 07/30/84 CHANGE NOTICE NO. - - - - - C/O DATE AGREEMENT NA-2314-0203

978-A-04797 LEASE: OIS-140 SYSTEM

SHIP TO: WESTINGHOUSE ELECTRIC CORPORATION
CAMP MEADE ROAD, BWI AIRPORT
BALTIMORE, MD 21240
ATTN: L ATRAN - MS 1165

THIS ORDER ISSUED FOR: 3 1 01 BL

DEF A ELECT SYS CTR.
BALTIMORE, MD 21203
ATTN: W S PEASE - MS 4860

INVOICE TO: WESTINGHOUSE ELECTRIC CORPORATION
P O BOX 1693
BALTIMORE, MD 21203
ATTN: W S PEASE - MS 1207

TO AVOID DELAYS IN PAYMENTS, PURCHASE ORDER NO. MUST BE REFERENCED ON ALL INVOICES.

CASH TERMS: PER AGREEMENT
FOB TERMS: PER AGREEMENT
FREIGHT TERMS: PER AGREEMENT

ADDITIONAL INVOICING INSTRUCTIONS: DATE OF CHARGE AS IT IS ESSENTIAL THAT THE FIRST DATE OF CHARGE BE THE DATE OF THE FIRST SERIAL NUMBER FOR EACH INSTALLED DEVICE AS BE SENT DIRECTLY TO WESTINGHOUSE ELECTRIC CORPORATION, MANAGER, HARDWARE/SOFTWARE ACQUISITION, P. O. BOX 160, PITTSBURGH, PA 15230

PLEASE REFER TO THE ATTACHMENTS FOR DETAILS OF THIS ORDER

VENDOR NAME AND ADDRESS: WAN 07

ORYE
WANG LABS, INC.
SUITE 1356
100 S CHARLES STREET
BALTIMORE, MD 21201

AUTHORIZED BY

J. A. PICKETT, MANAGER
HARDWARE/SOFTWARE ACQUISITION
(412) 778-5367

1. TERMS: Subject to terms and conditions printed on this order and to specifications, drawings and additional terms and conditions which may be attached hereto.
2. TRANSPORTATION CHARGE: All ship collect when transportation charges are chargeable to Buyer. Proper transportation charges when chargeable to Seller. The Buyer's responsibility for transportation charges when chargeable to Seller is the responsibility of the Seller.
3. ATTACHED ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED PROMPTLY

VENDOR'S COPY

LIBER - 482 PAGE 446

Schedule A
For
Purchase Order No. 86EJHV32380
(978-A-04797)

-
- 1.0 Scope of Order: Please supply the following in accordance with the terms and conditions below:
 - 2.0 Equipment/Software to be Ordered: As detailed on the attached Configuration Sheet.
 - 3.0 Monthly Charge: \$2202.28
 - 4.0 Date Equipment Requested: 30 days ARO
 - 5.0 Administrative Instructions: Baltimore Req. No. IRM 433.

F.O. 86EJHV32380
 (978-A-04797) WAN 07 WANG LABS, INC.
 C/N 000 LOC 3 1 01

PO TYPE HM HARDWARE & MAINTENANCE

INSTALLATION LOCATION: DEFENSE & ELECTRONIC SYS CNTR
 CAMP MEADE ROAD, EMI AIRFORT
 BALTIMORE, MD 21240

ATTN:

LO MFR	EQ I.D.	MODEL	SERIAL	DESCRIPTION	FIN BT	COMMIT. DATE	MONTHLY	ST
BL WAN	* A	6540	03 T 01	(COMMENT) DIS 140 MDL 3 MASTER CPU	D	12 08/30/84	\$1,282.16	0
BL WAN	* B	EFT	1 T 01	BI-DIRECT FORMS TRACTOR	D	12 08/30/84	\$0.00	0
				(0-T-C \$264.00)				
BL WAN	* B	5577	00 T 01	HIGH DENSITY PRINTER	D	12 08/30/84	\$247.28	0
BL WAN	* B	TC-AWS	4 T 01	64K ARCHIVING W/S W/COMMU	D	12 08/30/84	\$318.56	0
BL WAN	* B	TC-AWS	4 T 02	64K ARCHIVING W/S W/COMMU	D	12 08/30/84	\$318.56	0
BL WAN	* S	UIS	SPELL T 01	SPELLING VERIFIER	D	12 08/30/84	\$35.72	0

TOTAL \$2,202.28

TOTAL \$2,202.28

(SCHEDULE A)

(printed on 09/27/84 at 13:46)

No. (R 21

WANC LABORATORIES, INC. / CITICORP IV

Work Order Number: 940M3
 Loan Pool Number: I-1
 Customer Number: 081495
 Customer Name: VENABLE BREIJER & HOWARD

Lease Term: 12 months
 Discount Factor: 0 %
 Equipment Type: HP Type
 Shipping Date: 08/30/84

Start Date	Model Number	Serial Number	Gross Rent	Maintenance	Net Rent	Discounted Price	Advance	List Price
09/14/84	LPS-12V	NR2205	\$920.00	\$275.00	\$645.00	\$20,000.00	\$20,000.00	\$20,000.00
09/14/84	LPS	NQ7167	0.00	0.00	0.00	0.00	0.00	0.00
WORK ORDER TOTALS:			\$920.00	\$275.00	\$645.00	\$20,000.00	\$20,000.00	\$20,000.00
								0.0

WANG LITER - 482 PAGE 4990 M3
WANG LABORATORIES, INC. ORDERING SUPPLEMENT
 FORM 11

143497

ADMINISTRATION USE ONLY

SHIP & BILL
 BILL ONLY

EFF. DATE: _____ TERM DATE: _____
 LOC: **1A**
 CHANGE
 RENEWAL

ORDER NO: **R003389** DATE: **5/8/84** ORDERED BY: **COMMERCE**
 MAINTENANCE: A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

CUSTOMER: **Verable, Bartger & Howard**
 Suite 1520
 2 Hopkins Plaza
 Baltimore, MD 21201

ATT: **Steve Russell** BILL TO: **same as customer** SHIP TO: **same as customer**

ATT	DESCRIPTION	QTY	UNIT	EXTENDED	UNIT	EXTENDED
1	Laser Printing System	1		600.00		920.00
1	Carrier 10 Portrait	1				n/e
1	Carrier 10 Landscape	1				n/e
1	BILL FTS	1				n/e
0	Installation	1		600.00		
SUB TOTAL				600.00		920.00

OVERRIDE REQ
 BY: **Engineering**
 DATE: **8/8/84**

LOGGED
AUG 13 1984
MJR

Customer authorizes partial shipment of the equipment checked () above. Customer further agrees to accept and pay for the remaining equipment when shipped by Wang and that each shipment shall be acceptance and payment purposes, be considered an independent transaction.

END USER LOCATION: _____
 CUSTOMER SIGNATURE: *Steve Russell*
 NAME: **MR. Steve Russell**
 TITLE: _____
 DATE: **8/8/84**

ORDER VALUE	600.00	11,040.00
TRANSPORT (ESTIMATE)	100.00	552.00
TAX		
TOTAL ORDER VALUE	600.00	11,692.00

ATTENTION: **HOME OFFICE**

Mailed to: *Atibor Leasing*

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 478 Page No. 481
Identification No. 251210 Dated 10/16/84

1. Debtor(s) Gene F. and Sara W. Ostrom
614 Kensington Ave. E, Severna Park, MD 21146

MAIL TO: 2. Secured Party Sears, Roebuck and Company
6901 Security Blvd., Baltimore, Maryland 21207

3. Maturity Date (if any)

4. Check Applicable Statement:

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and descriptive text for each option.

Vertical stamps: 1985 FEB 22 AM 9:12, S. L. CLERK, CR. CLERK

RECORD FEE 13.00
POSTAGE .50
802731 0237 102 109-05
FEB 22 85

Dated: January 28, 1985 Sears, Roebuck and Company
Name of Secured Party
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

Mailed to Secured Party

135

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 424 Page No. 411
Identification No. 232231 Dated 1/21/80

1. Debtor(s) { Robert D. and Patricia Brodsky
Name or Names—Print or Type
7674 Pinehaven Dr., Pasadena, MD 21122
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECEIVED FOR RECORD
CASHIERS ACCOUNTS & SECURITY
1985 FEB 22 AM 9:12
E. AUDREY COLLISON
CLERK

RECORD FEE 13.00
POSTAGE .50
482732 0237 R02 T09:05
FEB 22 85

Dated: January 28, 1985 Sears, Roebuck and Company
Name of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Signature of Secured Party
Type or Print (Include Title if Company)

135

Mailed to Secured Party

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 423

Page No. 594

Identification No. 231918

Dated 4/1/80

1. Debtor(s) { Heung M. and Ho Cha Lee
 Name or Names—Print or Type
 130 Carroll St., Glen Burnie, MD 21061
 Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
 Name or Names—Print or Type
 6901 Security Blvd., Baltimore, Maryland 21207
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECEIVED
 1985 FEB 22 AM 9:12
 E. ANDREY COLLISON
 CLERK

RECORD FEE 13.00
 POSTAGE .50
 #82733 0237 802 109:06
 FEB 22 85

D. E. CLERK

Dated: January 28, 1985

Sears, Roebuck and Company
Name of Secured Party

[Signature]
 Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.
 Type or Print (Include Title if Company)

Mailed to Secured Party

135

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 420 Page No. Pr. 283
Identification No. 230300 Dated 12/26/79

1. Debtor(s) { Lee Parker Jr. and Janice Y. Parker
Name or Names—Print or Type
306 Norman Ave., Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
2. Secured Party Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECEIVED IN RECORDS
 COUNTY OF BALTIMORE
 1985 FEB 22 AM 9:12
 E. ALTHOUSE-CREDIT
 CLERK

RECORD FEE 13.00
POSTAGE .50
482734 0237 102 109106
FEB 22 85

Dated: January 28, 1985 Sears, Roebuck and Company
Name of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Signature of Secured Party
Type or Print (Include Title if Company)

Mailed to Secured Party

1350

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 Morgan Wienhold, Inc

Address 8201 Ritchie Highway, Pasadena, MD 21122

2. SECURED PARTY

Name Chief Automotive Systems, Inc

Address 1924 East Fourth Street

Grand Island, NE 68801

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

3. Maturity date of obligation (if any) 1991

4. This financing statement covers the following types (or items) of property: (list)
One Chief E-Z Liner Frame Straightener, manufactured by Chief Automotive Systems, inc., serial number II 4717, used by Debtor in its business, and all accessories, parts and equipment installed on and with the machine at the time of installation, all replacements or substitutions of any thereof, and all proceeds of all of the foregoing.

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 10.00

492747 0237 R02 709:16
FEB 22 85

X *Morgan Wienhold*
(Signature of Debtor)

Morgan Wienhold, Inc
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

X *James J. ...*
(Signature of Secured Party)

Chief Automotive Systems, Inc.
Type or Print Above Signature on Above Line

10 -

1985 FEB 22 AM 9:22
E. AUGER & COLLISON
CLERK

BL
CLERK

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 478 Page No. 305
Identification No. 254103 Dated October 3, 1984

1985 FEB 22 AM 9:22
E. AUBREY COLLISON
CLERK

1. Debtor(s) { DUNKIN' DONUTS OF MARYLAND, INC. and
DUNKIN' DONUTS OF AMERICA, INC.
Name or Names—Print or Type
5 PACELLA DR., P.O. BOX 317, RANDOLPH, MA 02368
Address—Street No., City - County State Zip Code

2. Secured Party { DUNKIN' DONUTS OF GLEN BURNIE, INC.
Name or Names—Print or Type
1906 HIDDEN POINT ROAD, ANNAPOLIS, A.A. CO., MD 21401
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) OCTOBER 1, 1994

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 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: <u>As shown in Original</u>	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)

Financing Statement.

John Padussis, Rose Padussis, Constantine John Padussis and Patricia Padussis, Co-Trustees for John and James Constantine Padussis, and Lanelle Fisher and Rose Padussis, Co-Trustees for Louis G. Fisher.

1906 Hidden Point Road
Annapolis, Maryland 21401

12.00
POSTAGE
#02749 C237 R02 109:20
FEB 22 85

1230

Dated: January 31st 1985 DUNKIN' DONUTS OF GLEN BURNIE, INC.
Name of Secured Party
By: John Padussis (SEAL)
Signature of Secured Party
John Padussis, President
Type or Print (Include Title if Company)

Local Bro. Form T-1

MAIL TO:

HARRY J. ANDERSON
ATTORNEY AT LAW
8225 CARRBRIDGE CIRCLE
TOWSON, MD 21204
TEL 8928-4545

LIBER - 482 PAGE 456

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) 18482 Arundel Leasing Corporation 435 Ritchie Hwy P.O. Box 400 Glen Burnie, Md 21060	2. Secured Party(ies) and address(es) Genway Corporation 500 North Michigan Avenue Chicago, Illinois 60611	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
---	---	---

4. This statement refers to original Financing Statement bearing File No. 24643
Filed with Anne Arundel County Date Filed December 23 1974

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.

RECORD FEE 11.00
MD4503 0040 901 715 137
FEB 22 1975

Arundel Leasing Corporation

Genway Corporation

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: _____
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

Mailed to: _____

RECEIVED FOR RECORD
COURT HOUSE - ANNE ARUNDEL COUNTY

1965 FEB 22 PM 3:32

E. AUBREY COLLISON
CLERK

110

HOUSEHOLD FINANCE CORPORATION OF BALTIMORE
5835 W. BALTIMORE ROAD
LAWRENCEVILLE, MARYLAND 20707

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

February 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. 245694 in Office of Anne Arundel
Liber 457 Page 456 (Filing Officer) (County and State)
Debtor or Debtors (name and Address):
Joseph R & Carol A Tobin
806 Maple Rd
Gambrialls MD 21054

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.

9626 Ft Meade Rd. Laurel MD 20707
Secured Party
By *E. A. Collison*
Its Branch Office Manager

Form 91 MD (3-79)

LIBER - 482 PAGE 457

RECORD FEE 10.00
POSTAGE 1.50
4044458 CO40 R01 711+01
FEB 22 85



RECEIVED FOR RECORD
STATE OF MARYLAND
1985 FEB 22 AM 11:19
E. AUDREY COLLISON
CLERK

Mailed to: Household Finance Corp.

10.00

LIBER - 482 PAGE 458

UNIFORM COMMERCIAL CODE

Anne Arundel County

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~318464~~ 252075

RECORDED IN LIBER ⁴⁷³ ~~u/a~~ FOLIO ³³⁹ ~~u/a~~ ON July 1, 1981 (DATE)

1. DEBTOR

Name Stage Door of Maryland, Inc. T/A Stage One Video
Address 6601 Riverdale Road, Riverdale, MD 20840

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)

RECORD FEE 10.00
POSTAGE .50
034459 040 R01 T11 R01
FEB 22 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 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>Terminate this addresses: 118 Hillsmere Drive, Annapolis, MD 21403</p>	

Borg-Warner Acceptance Corporation
by:

Dated January 2, 1985

J. R. Blais
(Signature of Secured Party)

J. R. Blais, Asst. Branch Manager
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CREDIT COURT, ANN. COUNTY
1985 FEB 22 AM 11:19

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Mailed to:

10.00

TO BE } **CROSS INDEXED** } SUBJECT TO } RECORDING TAX
 NOT TO BE } **IN** } NOT SUBJECT TO } ON PRINCIPAL
 LAND RECORDS } } AMOUNT OF
 \$ _____

FINANCING STATEMENT

1. Debtor(s): George Wengert
 Name or Names—Print or Type
1010 Dumbarton Rd Glen Burnie Md 21061
 Address—Street No., City - County State Zip Code

Deborah J. Wengert
 Name or Names—Print or Type
1010 Dumbarton Rd Glen Burnie 21061
 Address—Street No., City - County State Zip Code

2. Secured Party: Sears Roebuck & Co
 Name or Names—Print or Type
6650 Ritchie Hwy 964 Burnie
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Gas Furnace, CAC

RECORD FEE 15.00
 404471 0040 R01 T11:02
 FEB 22 85

4. If above described personal property is to be affixed to real property, describe real property.

1010 Dumbarton Rd
Glen Burnie Md 21061 All County

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.
 7. Products of collateral are are not covered.

DEBTOR(S): George Wengert (Signature of Debtor)
 George Wengert, Jr. (Type or Print)

SECURED PARTY: Sears Roebuck & Co (Company, if applicable)
J. D. Althouse-Credit Central Oper. Mgr. (Signature of Secured Party)
 J. D. Althouse-Credit Central Oper. Mgr. (Type or Print (Include title if Company))

MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21207
 Name and Address Mailed to: _____



RECEIVED FOR RECORD
CLERK BALTIMORE COUNTY

1985 FEB 22 AM 11:19

E. AUBREY COLLISON
CLERK

15:2

15.50
A.A.C. 2

TO BE
 NOT TO BE

CROSS INDEXED
IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):

Quantin Bolden
Name or Names—Print or Type

592 Jones Rd Severna Park, Md. 21154
Address—Street No., City - County State Zip Code

Ward Bolden
Name or Names—Print or Type

592 Jones Rd Severna Park, Md. 21154
Address—Street No., City - County State Zip Code

2. Secured Party:

Sean Robinson & Co
Name or Names—Print or Type

7200 W. Tithe Rd., Glen Burnie, Md. 21061
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

CARPET

RECORD FEE 15.00
POSTAGE .50
#04472 040 001 111-03
FEB 22 65

4. If above described personal property is to be affixed to real property, describe real property.

592 Jones Road
Severna Park, Md. 21154 (1st City)

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):

X Quantin R. Bolden
(Signature of Debtor)
Quantin R. Bolden
Type or Print

X Ward L. Bolden
(Signature of Debtor)
Ward L. Bolden
Type or Print

SECURED PARTY:

Seanna Robinson & Company
(Company, if applicable)

J. D. Althouse
(Signature of Secured Party)
J. D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include title if Company)

MAIL TO: TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address 6901 Security Blvd., Baltimore, Maryland 21207
Mailed to: _____

RECEIVED FOR RECORD
CREDIT CENTRAL, BALTIMORE COUNTY
1965 FEB 22 AM 11:19
E. AUBREY COLLISON
CLERK



15.00

15.00
PA Co
2

TO BE } CROSS INDEXED
 NOT TO BE } IN LAND RECORDS

SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):

Name or Names—Print or Type Mary Armstrong
 Address—Street No., 2948 Trafalgar City - County Severna Park State Md. Zip Code 21154

Name or Names—Print or Type Alton Armstrong
 Address—Street No., 7948 Trafalgar City - County Severna Park State Md. Zip Code 21154

2. Secured Party:

Name or Names—Print or Type Seas, Roebuck & Co
 Address—Street No., 6650 Ritchie Hwy. City - County Beltsville State Md. Zip Code 21104

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

W/West and Custom Draperies

RECORD FEE 15.00
POSTAGE .50
#04473 (040 901 711#03)
FEB 22 85

4. If above described personal property is to be affixed to real property, describe real property.

Driveway 3248 Trafalgar Ct., Severna, Md. 21154

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):

Mary E. Armstrong
 (Signature of Debtor)
 Mary E. Armstrong
 Type or Print

SECURED PARTY:

Seas, Roebuck & Company
 (Company, if applicable)
J. D. Althouse
 (Signature of Secured Party)
 J. D. Althouse—Credit Central Oper. Mgr.
 Type or Print (Include title if Company)

Alton Armstrong
 (Signature of Debtor)
 Alton Armstrong
 Type or Print

MAIL TO: TO THE FINANCING OFFICER: After this statement has been recorded please mail the same to:
 Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

BL CLERK

RECEIVED FOR RECORD
 CIRCUIT COURT, BALTIMORE COUNTY
 1985 FEB 22 AM 11:19
 E. AUBREY COLLISON
 CLERK

15.50
H.P. Co.
2

15.00 B

STATE OF MARYLAND

255733

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 PartnershipAddress The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.Address Fayette & St. Paul Streets, Box 116Baltimore, 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 27, 1984, schedule 01, dated 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 LIST

CHECK THE LINES WHICH APPLY5. (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)

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

BALTIMORE FEDERAL FINANCIAL, F.S.A.

John J. Stamerro
(Signature of Secured Party)John J. Stamerro V.P.
Type or Print Above Signature on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1985 FEB 22 AM 11:19

E. AUBREY COLLISON
CLERKRECEIVED FILE RECORD
ANN ARUNDEL COUNTY

1800 30

EQUIPMENT LIST

ITEM NUMBER	SERIAL NUMBER
BA11-KE	AG01629 E 00020088
BA11-KE	AG01639 E 00020088
BA11-KE	AG01647 E 00020088
BA11-KE	BT50884 E 00020088
BC06S	MKTSALBC06S-1 E 00020091
BC55M	GENSVCBC55M-1 E 00025050
BC55M	GENSVCBC55M-2 E 00025050
BC55M	MFGCTLBC55M-1 E 00025050
BC55M	MFGCTLBC55M-2 E 00025050
DF03-AA	AS77908 E 00021999
DF03-AA	AS80359 E 00021999
DF03-AA	AS80365 E 00021999
DF03-AA	AS80456 E 00021999
DF03-AA	AS80459 E 00021999
DF03-AC	AS88998 E 00021999
DL11-E	MISDL11E-3 E 0020086
DMR11-AC	GENDMR-0 E 00020087
DMR11-AC	GENDMR-1 E 00020087
DMR11-AC	MFGDMR-0 E 00020087
DMR11-AC	MFGDMR-1 E 00020087
H960	GENSVCH960-1 E 00020648
H960	GENSVCH960-2 E 00020648
H960	GENSVCH960-3 E 00020648
H960	MFGCTLH960-1 E 00020648
H960	MFGCTLH960-2 E 00020648
H960	MFGCTLH960-3 E 00020648
H960	MISDEVH960-1 E 00020648
H960	MISDEVH960-2 E 00020648
H960	MISDEVH960-3 E 00020648
H960	MKTSALH960-1 E 00020648
H960	MKTSALH960-2 E 00020648
H960	MKTSALH960-3 E 00020648
LA120	PH093051 S 00021092
LA120	PN093534 S 00021092
LA120	PH098126 S 00018644
LA120	PNE1447 S 00022490
LA120	WF26521 S 00017668
LA120	WF30394 S 00023444
LA120	WF30434 S 00024751
LXY11	NU00804 E 00021095
MISC	LAXX-NC-1 E 00000000
MISC	LAXX-NC-2 E "
MISC	LAXX-NC-3 E "
MISC	LAXX-NC-4 E "
MISC	WRD11-KEYCAP-1 E 00024308

SARRO/SIEGEL LEASING PARTNERSHIP
 BY: Frank J. Sarro, III
 TITLE: Partner
 DATED: 12/14/84

BALTIMORE FEDERAL FINANCIAL, F.S.A.
 BY: [Signature]
 TITLE: Sec. V.P.
 DATED: 12/14/84

NEC7710	542007221T8112	E	00021297
NEC7710	542009016T	E	00021297
NEC7710	542009080T8201	E	00021297
NEC7710	542009114T8201	E	00021297
NEC7710	542009207T8201	E	00021297
NEC7710	542009263T8201	E	00021297
NEC7710	542009335T8201	E	00021297
NEC7710	542016805T8208	E	00021297
PSH96A	1054	E	00024428
PSH96A	1310	E	00024428
PSH96A	1312	E	00024428
PSH96A	1347	E	00024428
PSH96A	1384	E	00024428
PSH96A	1439	E	00024428
"	1447	E	"
"	1496	E	"
"	1497	E	"
"	1499	E	"
"	1500	E	"
"	1666	E	"
"	4181	E	"
"	4342	E	"
"	4872	E	"
"	4873	E	"
"	4874	E	"
"	4875	E	"
"	5082	E	"
RJM02-AA	CXB1727	E	00020087
RMO2-AA	CXB1723	E	00020088
RMO2-AA	CXB1741	E	00020088
RMO2-AA	CXB2398	E	00020088
SOFTWARE	FS-11	E	00027080
SOFTWARE	MS-11	E	00027082
TC-3 LOCAL	467	E	00021292
TC-3 LOCAL	468	E	00021292
TC-3 LOCAL	469	E	00021292
"	470	E	"
"	471	E	"
"	472	E	"
"	473	E	"
"	474	E	"
"	475	E	"
"	476	E	"
"	477	E	"
"	478	E	"

SARRO/SIEGEL LEASING PARTNERSHIP
 BY: Frank J. Sarro III
 TITLE: Frank J. Sarro, III - Partner
 DATED: 12/14/84

BALTIMORE FEDERAL FINANCIAL, F.S.A.
 BY: [Signature]
 TITLE: Sr. V.P.
 DATED: 12/14/84

TC-3 REMOVE	1035-0968	E	00021292
"	1035-0969	E	"
"	1035-0970	E	"
"	1035-0971	E	"
"	1035-0972	E	"
"	1035-0973	E	"
"	1035-0974	E	"
"	1035-0975	E	"
"	1035-0976	E	"
"	1035-0977	E	"
"	1035-0978	E	"
"	1035-0979	E	"
VT100	ABF7778	S	00018734
VT100	WF36297	S	00018571
VT100	WF36299	U	00000000
VT100	WF36326	S	00018571
VT131	ABH9545	E	00023583
VT131	ABI2762	E	00023583
"	ABI2777	E	00023778
"	ABI2791	E	00023788
"	ABI3429	E	"
"	ABI3485	E	"
"	ABI3493	E	"
"	ABI3496	E	"
"	ABI3594	E	"
"	ABI3597	E	"
"	ABI3598	E	"
"	ABI3599	E	"
"	ABI3600	E	"
"	ABI3602	E	"
"	ABI3607	E	"
"	ABI3608	E	"
"	ABI3609	E	"
"	ABI3610	E	"
"	ABI3613	E	"
"	ABI3623	E	"
"	ABI3624	E	"
"	ABI3626	E	"
"	ABI3627	E	"
"	ABI3628	E	"
"	ABI3630	E	"
"	ABI3633	E	"
"	ABI3636	E	"
"	ABI3637	E	"
"	ABI3642	E	"
"	ABI3646	E	"
"	ABI3648	E	"
"	ABI3649	E	"
"	ABI6307	E	"

SARRO/SIEGEL LEASING PARTNERSHIP

BY:

TITLE: Frank J. Sarro, III - Partner

DATED:

12/14/84

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE: Sr. V.P.

DATED:

12/14/84

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 2/1/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Norman Watkins T/A Watkins Automotive Repair
Address 1928 Lincoln Dr. Unit "O" Annapolis, MD 21401

2. SECURED PARTY

Name American Equipment Leasing
Address P.O. box 1258
Reading, PA 19603
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE .50
#04480 046 R01 111409
FEB 22 1985

3. Maturity date of obligation (if any) _____

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

1 B-52 Two Post Hoist Serial No. 064663

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.

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)

Watkins Automotive Repair
Norman Watkins, DBA

(Signature of Debtor)

Norman Watkins
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

American Equipment Leasing Co., Inc.

(Signature of Secured Party)

Dawn C. McCoy, Operations Coordinator
Type or Print Above Signature on Above Line

Mailed to Secured Party



RECEIVED FOR RECORD
CREDIT COUNTY, A. COUNTY
1985 FEB 22 AM 11:20

E. AUBREY COLLISON
CLERK

12.00 50

255634

LIBER - 482 PAGE 467

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) Herbert Henry Sullivan 102 Kuethe Drive Annapolis, MD 21403	2 Secured Party(ies) and Address(es) District International Trucks, Inc. 5000 Tuxedo Rd. Tuxedo, MD 20781	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RETURN FEE 12.00 POSTAGE 1.50 482729 (237 802 17103) FEB 22 85
4 This financing statement covers the following types (or items) of property: 1985 International F-2574 w/ 14' dump body (perfection) Serial # of chassis 1HTZPJMR6FHA18665 Serial # of body 7623 NOT SUBJECT TO RECORDATION TAX.		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. Post Office Box A College Park, MD 20740

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: Ann Arundel

Herbert Henry Sullivan District International Trucks, Inc.

By: Herbert Henry Sullivan Signature(s) of Debtors) By: X VET Umbreit Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy — Alphabetical

RECEIVED FOR RECORD
 CLERK COURT HOUSE COUNTY

1985 FEB 22 AM 9:12

E. AUBREY COLLISON
 CLERK



1250



MARYLAND NATIONAL BANK

We want you to grow.SM

255625

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) _____
 Patapsco Construction Co., Inc. 607 S. Camp Meade Road
 Linthicum, Maryland 21090

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

RECORD FEE 11.00
 POSTAGE .50
 40-449 0040 R01 TL3-49
 FEB 22 1985

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.

I. 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.

Patapsco Construction Co., Inc.

Presley C. Hynson (Seal)
 Presley C. Hynson

James H. Burg (Seal)
 James H. Burg

____ (Seal)

____ (Seal)

Secured Party
 Maryland National Bank

Constance F. Kallay (Seal)
 Constance F. Kallay

Assistant 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 7/83



RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 FEB 22 PM 1:54

E. AUBREY COLLISON
 CLERK

1100 #

Filed with: Clerk of the Circuit STATE OF MARYLAND
Court, Anne Arundel County

LIBER - 482 PAGE 469

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 1

RECORDED IN LIBER 480 FOLIO 599 ON 12/26/84 (DATE)

1. DEBTOR

Name Columbia Medical Plan, Inc.
Address 5829 Banneker Road, Columbia, Maryland 21044

2. SECURED PARTY

Name Sovran Leasing Corporation
Address 1510 Willow Lawn Drive
P. O. Box 8765
Richmond, Virginia 23226
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> X (Indicate whether amendment, termination, etc.) Amendment</p>
<p>#84101 To change Serial Number on Royal 2502 Copier from 9527544 to 9527533.</p>	

RECORD FEE 10.00
POSTAGE .50
432919 0237 R02 113154
FEB 22 85

COLUMBIA MEDICAL PLAN, INC.

SOVRAN LEASING CORPORATION

BY: E. James Kuhns
E. James Kuhns, President

1050

Dated January 29, 1985

Dale D. Northington
(Signature of Secured Party)

Dale D. Northington, AVP
Type or Print Above Name on Above Line

255637

LIBER - 482 PAGE 470

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) Stockett's Excavating & Hauling, Inc. 1174 W. Central Ave. Davidsonville, MD 21035	2 Secured Party(ies) and Address(es) District International Trucks, Inc. 5000 Tuxedo Rd. Tuxedo, MD 20781	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE 50 482073 0237 402 114704 FEB 22 85
4 This financing statement covers the following types (or items) of property: 1985 International 1954 w/ flat bed body with fuel tank Chassis serial #1HTLDTVN7FHA24044 Body serial #000112 NOT SUBJECT TO RECORDATION TAX.		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. Post Office Box A College Park, MD 20740

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

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

Filed with: County
Stockett's Excavating & Hauling, Inc. District International Trucks, Inc.
 By: [Signature] [Signature]
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

603469 Rev. 12-80



RECEIVED FOR RECORD
CLERK COURT HOUSE COUNTY

1985 FEB 22 PM 2:05

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

115

STATE OF MARYLAND
FINANCING STATEMENT FORM OCC-1 LIBER - 482 PAGE 471 255647
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 Printers Ink, Inc.
T/A Minuteman Press
Address 10 Aquahart Road, Glen Burnie, Maryland 21061

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) O & M Folder
- One (1) Challenge 30 1/2" Diamond Cutter
- One (1) IBM PC 2 Drive Floppy w/monochrome monitor
- One (1) Oki Data 93 Printer

RECORD FEE 12.00
POSTAGE .50
304579 0040 ROL 711-52
FEB 25 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)

Printers Ink, Inc. T/A Minuteman Press

Donald M. Dailey
(Signature of Debtor)

Donald M. Dailey/President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

E. Audrey Collison
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Mailed to Secured Party



RECEIVED FOR RECORD
CLERK COUNTY

1985 FEB 25 PM 12:02

E. AUDREY COLLISON
CLERK

12.00 50

255638

LIBER - 482 PAGE 472

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) Manfred Meyer & Associates 809-M Barkwood Court Linthicum Heights, MD 21090 (See below for debtor's other address)	2 Secured Party(ies) and address(es) American National Bank & Trust Company of Chicago 33 North LaSalle Street Chicago, IL 60690	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 Exhibit attached hereto consisting of one page.		5. Assignee(s) of Secured Party and Address(es)
Debtor's other address: 1481 Mark Street Elk Grove Village, IL 60007		RECORDED FEE 11.00 POSTAGE .50 #20159 1737 1027 10:14 FEB 25 85
Recordation tax is not required.		Filed with: Anne Arundel County Recorder
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:		No. of additional Sheets presented: 1
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.		

By Joseph W. Bignak Signature(s) of Debtor(s)
 (1) Filing Officer Copy-Alphabetical

By Robert W. Lippman Signature(s) of Secured Party(ies)
 (For Use In Most States)

STANDARD FORM - FORM UCC-1.



RECORDED
 1985 FEB 25 AM 8:14
 E. AUGREY BOLLISON
 CLERK

1150

EXHIBIT TO STATE OF MARYLAND UNIFORM COMMERCIAL
CODE--FINANCING STATEMENT--FORM UCC-1
FILED WITH ANNE ARUNDEL COUNTY RECORDER

Debtor

Manfred Meyer & Associates
809-M Barkwood Court
Linthicum Heights, MD 21090

Secured Party

American National Bank &
Trust Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60690

All of the following property and the debtor's rights
in and to such property, whether now existing or hereafter
acquired and wherever located:

A) Accounts, accounts receivable and contract
rights;

B) General intangibles, including but not limited to,
patents, patent applications, trademarks, tradenames,
licenses, processes, blueprints, plans, specifications and
copyrights;

C) Inventory wherever located, both finished and in
process and all materials usable in the manufacture
thereof;

D) All substitutions, accessions, replacements,
additions, products and proceeds of and/or to the property
described in A through C above.

By Robert M. Szymon
Signature of Secured Party

By Joseph W. Cook
Signature of Debtor



LIBER - 482 PAGE 474

255639
FINANCING STATEMENT

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
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF Anne Arundle)

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.

Roger Painter, II
2337 Longview Dr.
Woodbridge, Va. 22191

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OR COLLATERAL
- TERMINATION

Name & address of Secured Party
Sovran Bank, N.A.
13976 Jeff Davis Hwy
Woodbridge, Va. 22191

Name & address of Assignee

RECORD FEE 11.00
POSTAGE 50
ARCHIVE COST 108.74
FEB 25 1995

Date of maturity if less than five years

Proceeds of collateral are covered
Products of collateral are covered

Description of collateral covered by original financing statement

1969 22ft Westerlt Boat Ser.# 1920 H233

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:



Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

Roger Painter, II

Roger Painter II

Susan C. Baker

Manager's Asst.

N 12-109 (1/84)
R 24-0113 (1/84)

White-Original • Canary-Acknowledgement Copy • Pink-Bank Copy

EXHIBIT F

LIBER - 482 PAGE 475

FINANCING STATEMENT

255640

DEBTOR: SERVPRO OF BOWIE, INC.
7043 Bayfront Road
Annapolis, MD 21403

SECURED PARTY: MILTON L. ROSE
LINDA C. ROSE
777 Harness Creekview Drive
Annapolis, MD 21403

This financing statement covers the following types of property:

1. The trade name "SERVPRO" of Bowie.
2. All equipment, inventory and materials as set forth in Schedule A,
and all other equipment, inventory and materials of Debtor, now owned or
hereafter acquired by Debtor.
3. Servpro license and all the licensed territory recited therein.
4. All proceeds of and contract rights relating to any and all of the
Collateral.

RECORDING 11.00
#04505 0040 001 108 38
FEB 25 85

ATTEST: SERVPRO OF BOWIE, INC.

Kathleen L. Hargrove Secretary
Kathleen L. Hargrove
Richard D. Hargrove By: Richard D. Hargrove, President

*** THIS INSTRUMENT IS NOT SUBJECT TO RECORDATION TAX

Milton L. Rose
Milton L. Rose, Secured Party
Linda C. Rose
Linda C. Rose, Secured Party



1985 FEB 25 AM 9:14

Mailed to: James M. Greenman

COLLISON CLERK

11.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 2/19/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name E. C. DECKER CORPORATION
Address 512 Crain Highway NW Bldg 27, Glen Burnie MD 21061

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address 1900 Sulphur Spring Road P. O. Box 7360
Baltimore Maryland 21227
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#04508 0040 R01 T08:41
FEB 25 85

3. Maturity date of obligation (if any) _____

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

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise.

NOT SUBJECT TO RECORDATION TAX

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

Edward C. Decker
(Signature of Debtor)

Edward C. Decker
Type or Print Above Name on Above Line
Edward C. Decker (President)
(Signature of Debtor)

EDWARD C. DECKER
Type or Print Above Signature on Above Line

W. D. Snyder
(Signature of Secured Party)

W. D. Snyder Borg-Warner Accept Corp
Type or Print Above Signature on Above Line

1985 FEB 25 AM 9:15

E. AUBREY COLLISON
CLERK



Mailed to: Mailed to Secured Party

1100

E

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253732

RECORDED IN LIBER 477 FOLIO 399 ON 8/20/84 (DATE)

1. DEBTOR

Name ERNEST & MILDRED BROWN

Address 7907 TICKNECK ROAD PASADENA, MD. 21122

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.

Address 7528 RITCHIE HWY. GLEN BURNIE, MD. 210561

RECORD FEE 10.00
POSTAGE .50
#048715 (240) 801 708#57
FEB 25 85

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

Dated 2/ 4/85

Morrison
(Signature of Secured Party)

Michell Morrison
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 FEB 25 AM 9:15

E. AUBREY COLLISON



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. 248538

RECORDED IN LIBER 464 FOLIO 493 ON 8/11/83 (DATE)

1. DEBTOR

Name American Tank Transport, Inc.

Address 6350 Ordnance Point Road, Curtis Bay, MD 21225

2. SECURED PARTY

Name Credit Alliance Corporation

Address P. O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any)

RECORDED FEE 10.00
POSTAGE .50
#04517 0040 PM 708#58
FEB 25 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:</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>

Partial release only of the following: All goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture and fixtures, except the equipment listed on the Schedule "A" attached hereto and made a part hereof.

Credit Alliance Corporation

Dated 11/6/84

LFK

(Signature of Secured Party)

Larry F. Kimmel, Operations Manager

Type or Print Above Name on Above Line

10.00
25

LIBER - 482 PAGE 479

SCHEDULE "A"

Two (2) 1984 Mack Tractors Model RS686ST, Chassis Front Axle
12,000 lbs., Rear 34,000 lbs. s/n 1M2T153C2EM001658,
1M2T153C2EM001660

Two (2) New Polar American Chemical Trailers Models 67-83 and 67-84,
s/n 1PMS34128D1006308, 1PMS3412XD1006374

Two (2) New Mack Tractors Model RS686 ST, Chassis Front Axle
12,000 lbs., Rear 34,000 lbs., s/n 1M2T153C4EM001659,
1M2T153COEM001661

One (1) New Heil 5000 gallon single compartment Trailer s/n 9D39102

One (1) New 1983 Chevrolet 3/4 Ton Diesel Pick-up Truck Model CC2093,
s/n 2GCFC24C9D1133822

One (1) 1978 Peterbilt Tractor s/n 101945N

One (1) 1977 Trailmobile Model 307-N631 Stainless Steel Single
compartment 45 gallon trailer s/n 40678

One (1) 1979 Trailmobile Model 307-N631 Stainless Steel Single
compartment 45 gallon Trailer s/n 40804

Mailed to Secured Party

STATE OF MARYLAND

Anne Arundel County
a/c 00865

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248593
RECORDED IN LIBER 464 FOLIO 562 ON 8/15/83 (DATE)

1. DEBTOR

Name American Tank Transport, Inc.
Address 6350 Ordnance Point Road, Curtis Bay, MD 21225

2. SECURED PARTY

Name Credit Alliance Corporation
Address P. O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

RECORD FEE 10.00
POSTAGE .50
REGISTERED MAIL TOB 159
FEB 25 85

CHECK FORM OF STATEMENT	<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input 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:</p>
	<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)</p>

Partial release only of the following: All goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture and fixtures, except the equipment listed on the Schedule "A" attached hereto and made a part hereof.

Credit Alliance Corporation

Dated 11/6/84

LAKA

(Signature of Secured Party)

Larry F. Kimmel, Operations Manager

Type or Print Above Name on Above Line

1985 FEB 25 AM 9:15

E. AUBREY COLLISON
CLERK

10.00 50

LIBER - 482 PAGE 481

SCHEDULE "A"

Two (2) 1984 Mack Tractors Model RS686ST, Chassis Front Axle
12,000 lbs., Rear 34,000 lbs. s/n 1M2T153C2EM001658,
1M2T153C2EM001660

Two (2) New Polar American Chemical Trailers Models 67-83 and 67-84,
s/n 1PMS34128D1006308, 1PMS3412XD1006374

Two (2) New Mack Tractors Model RS686 ST, Chassis Front Axle
12,000 lbs., Rear 34,000 lbs., s/n 1M2T153C4EM001659,
1M2T153COEM001661

One (1) New Heil 5000 gallon single compartment Trailer s/n 9D39102

One (1) New 1983 Chevrolet 3/4 Ton Diesel Pick-up Truck Model CC2093,
s/n 2GCFC24C9D1133822

One (1) 1978 Peterbilt Tractor s/n 101945N

One (1) 1977 Trailmobile Model 307-N631 Stainless Steel Single
compartment 45 gallon trailer s/n 40678

One (1) 1979 Trailmobile Model 307-N631 Stainless Steel Single
compartment 45 gallon Trailer s/n 40804

Mailed to Secured Party

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. 249457

RECORDED IN LIBER 466 FOLIO 547 ON 10/24/83 (DATE)

1. DEBTOR

Name American Tank Transport, Inc.
Address 6350 Ordnance Point Road, Curtis Bay, MD 21225

2. SECURED PARTY

Name Credit Alliance Corporation
Address P. O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE .50
NOV 21 10 40 AM '83
FEB 25 1984

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:</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>

Partial release only of the following: All goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture and fixtures, except the equipment listed on the Schedule "A" attached hereto and made a part hereof.

Credit Alliance Corporation

LAK

Dated 11/6/84

(Signature of Secured Party)

Larry F. Kimmel, Operations Manager

Type or Print Above Name on Above Line

RECEIVED IN RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1983 FEB 25 AM 9:15

E. AUBREY COLLISON
CLERK

10.00

LIBER - 482 PAGE 483

SCHEDULE "A"

- Two (2) 1984 Mack Tractors Model RS686ST, Chassis Front Axle
12,000 lbs., Rear 34,000 lbs. s/n 1M2T153C2EM001658,
1M2T153C2EM001660
- Two (2) New Polar American Chemical Trailers Models 67-83 and 67-84,
s/n 1PMS34128D1006308, 1PMS3412XD1006374
- Two (2) New Mack Tractors Model RS686 ST, Chassis Front Axle
12,000 lbs., Rear 34,000 lbs., s/n 1M2T153C4EM001659,
1M2T153COEM001661
- One (1) New Heil 5000 gallon single compartment Trailer s/n 9D39102
- One (1) New 1983 Chevrolet 3/4 Ton Diesel Pick-up Truck Model CC2093,
s/n 2GCFC24C9D1133822
- One (1) 1978 Peterbilt Tractor s/n 101945N
- One (1) 1977 Trailmobile Model 307-N631 Stainless Steel Single
compartment 45 gallon trailer s/n 40678
- One (1) 1979 Trailmobile Model 307-N631 Stainless Steel Single
compartment 45 gallon Trailer s/n 40804

Mailed to Secured Party

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. 249741
RECORDED IN LIBER 467 FOLIO 259 ON 11/4/83 (DATE)

1. DEBTOR

Name American Tank Transport, Inc.
Address 6350 Ordnance Point Road, Curtis Bay, MD 21225

2. SECURED PARTY

Name Credit Alliance Corporation
Address P. O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) _____

RECORD FEE 10.00
POSTAGE 50
#04520 CC-40 RM 108-59
FEB 25 85

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 checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Partial release only of the following: All goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture and fixtures, except the equipment listed on the Schedule "A" attached hereto and made a part hereof.

Credit Alliance Corporation

Dated 11/6/84

LAKA
(Signature of Secured Party)

Larry F. Kimmel, Operations Manager

Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CREDIT COURT, ANNE ARUNDEL COUNTY

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1985 FEB 25 AM 9:15

E. AUBREY COLLISON
CLERK

10.00

LIBER - 482 PAGE 485

SCHEDULE "A"

Two (2) 1984 Mack Tractors Model RS686ST, Chassis Front Axle
12,000 lbs., Rear 34,000 lbs. s/n 1M2T153C2EM001658,
1M2T153C2EM001660

Two (2) New Polar American Chemical Trailers Models 67-83 and 67-84,
s/n 1PMS34128D1006308, 1PMS3412XD1006374

Two (2) New Mack Tractors Model RS686 ST, Chassis Front Axle
12,000 lbs., Rear 34,000 lbs., s/n 1M2T153C4EM001659,
1M2T153COEM001661

One (1) New Heil 5000 gallon single compartment Trailer s/n 9D39102

One (1) New 1983 Chevrolet 3/4 Ton Diesel Pick-up Truck Model CC2093,
s/n 2GCFC24C9D1133822

One (1) 1978 Peterbilt Tractor s/n 101945N

One (1) 1977 Trailmobile Model 307-N631 Stainless Steel Single
compartment 45 gallon trailer s/n 40678

One (1) 1979 Trailmobile Model 307-N631 Stainless Steel Single
compartment 45 gallon Trailer s/n 40804

Mailed to Secured Party

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 435 Page No. P. 98
Identification No. 236912 Dated 3/9/81

1. Debtor(s) { Lamon Lee and Margaret Ruth King
Name or Names—Print or Type
{ 528 Valleywood Road, Millersville, MD 21108
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
Name or Names—Print or Type
{ 6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORDS FEE 13.00
POSTAGE .50
#0-1521 040 801 TOP 1.0
FEB 25 1985

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

Dated: FEB. 06 1985 Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

RECEIVED FOR RECORD
CLERK
1985 FEB 25 AM 9:16
E. AUBREY COLLISON
CLERK
Mailed to Secured Party

13.00

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 415 Page No. P. 541
Identification No. 228671 Dated 10/9/79

1. Debtor(s) { Philip F. and Mary C. Sheats
Name or Names—Print or Type
218 Doncaster Rd., Arnold, MD 21012
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company
Name or Names—Print or Type
6901 Security Blvd., Baltimore, Maryland 21207
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECORD FEE 13.00
POSTAGE .50
404528 040 R01 109110
FEB 25 85

Dated: FEB. 06 1985 Sears, Roebuck and Company
Name of Secured Party

[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

D. E. CLERK

RECEIVED IN RECORDS
COUNTY OF BALTIMORE

1985 FEB 25 AM 9:16

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

17.05

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247638

RECORDED IN LIBER 462 FOLIO 422 ON 06/08/83 (DATE)

1. DEBTOR

Name John B. Boyd D.D.S.
Address 1331 Douglas Ave. Annapolis, MD 21403

2. SECURED PARTY

Name International Harvester Credit Corporation
Address P. O. Box 3140, Cherry Hill, New Jersey 08034

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

3. Maturity date of obligation (if any)

CHECK [X] FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: TERMINATION. Includes checkboxes and descriptive text for each section.

Dated JAN 23 1985

Mary Ellen Danser
INTERNATIONAL HARVESTER CREDIT CORP.
(Signature of Secured Party)

Mary Ellen Danser
Type or Print Above Name on Above Line

Mailed to Secured Party

UCC-3 MARYLAND (SHAW-WALKER CO.)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 FEB 25 AM 9:16

E. AUBREY COLLISON
CLERK

10.00

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)
 Clinical Perfusionists, Inc.
 P.O. Box 5035
 Annapolis, MD 21403

RECORDED FEE 11.00
 POSTAGE 2.50
 40-4340 0040 FOL 111-20
 FEB 25 85

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Barbara Wykowski
Banking Officer 100 S. Charles Street, Baltimore, MD 21202

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
Clinical Perfusionists, Inc. (Seal) _____ (Seal)
 By: George M. Hay, 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
 ANNE ARUNDEL COUNTY

1985 FEB 25 PM 12:00

E. AUBREY COLLISON
 CLERK

1100 50

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 Clinical Perfusionists, Inc., a Maryland corporation

F. Specific Equipment and Fixtures

3 Cobe Perfusion Systems Serial Nos. C-014, C-015, C-016

Mailed to: Equitable Bank N.A.

255644

LIDER - 182 PAGE 492

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) Central Auto Radio 800-204 Crain Highway Glen Burnie, Maryland 21061	2 Secured Party(ies) and address(es) J.P. Associates 126 Wheatley Road Old Westbury, New York	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 264002 Mod II 264161 2 Bay Exp 261267 DMP 420 264401 Cable 264303 Disk 264304 Drawer 264305 Stand All Software INCLUDING ALL SERVICE - Radio Shack		5. Assignee(s) of Secured Party and Address(es) FILING FEE 11.00 POSTAGE .50 40-558 0040 RM 111:28 FEB 25 1985
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 type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
By: <u>Central Auto Radio</u> <i>[Signature]</i> Signature(s) of Debtor(s)	By: <u>J.P. Associates</u> <i>[Signature]</i> Signature(s) of Secured Party(ies) (For Use in Most States)	

(1) Filing Officer Copy-Alphabetical STANDARD FORM - FORM UCC-1.

BL
CLERK

Mailed to Secured Party

RECEIVED FOR RECORD
CLERK COUNTY

1985 FEB 25 PM 12:01

E. AUBREY COLLISON
CLERK

11 2 32

255645

LIDER - 482 PAGE 493

FINANCING STATEMENT

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

1. Name of Debtor(s): M G N Enterprises, Inc.
Address: 410 King George Drive
Glen Burnie, MD 21061

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~XXXXX~~ 210 E. Lombard Street
~~XXXXX~~ Baltimore, MD 21202

3. This Financing Statement covers the following types (or items) of property: A. Equipment: All of the Debtors equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever. B. Inventory: All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitations, 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. C. Accounts: All of the 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.

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

(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:

RECORD FEE 11.00
POSTAGE .50
#04557 0040 801 111429
FEB 25 1985

Proceeds of the collateral are also covered.
 Products of the collateral are also covered.

Debtor(s): M G N Enterprises, Inc.

Robert K. Black
Robert K. Black, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *David E. Klein*
David E. Klein, Br. Officer & Manager
(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)



045-580/2 Rev 5-79

RECEIVED FOR RECORD
CLERK COURT, S. A. COUNTY

1985 FEB 25 PM 12:01

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

LIBER - 482 PAGE 494

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) Aronson, Jonas & Harrison, Woodrow d/b/a Master Musicians 131½ West Street Annapolis, MD 21401	2. Secured Party(ies) and address(es) FinanceAmerica Private Brands, Inc. 825 Crossover Lane, Suite 121 Memphis, TN 38117	For Filing Officer (Date, Time and Office) RECEIVED FEB 04 1985 RECORD FEE 10.00 POSTAGE .50 H04563 0940 801 11:39 FEB 25 85
4. This statement refers to original Financing Statement bearing File No. <u>475-540</u> 65081 <u>253044</u> Filed with <u>Clerk of the Circuit Court</u> Filed <u>August 2</u> 19 <u>84</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 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 checked="" 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.		

Amend Debtor's address to read:

1900 Fairfax Crossing
Annapolis, MD 21401

Amend Secured Party name to read:

BancAmerica PrivateBrands

No. of additional Sheets presented:

Master Musicians

FinanceAmerica Private Brands, Inc.

By: [Signature]
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 Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 FEB 25 PM 12:01

E. AUBREY COLLISON
CLERK

10.00 5

LIBER - 482 PAGE 495

255648

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) Charles Bros., Inc. D/B/A POPEYE'S FAMOUS FRIED CHICKEN OF ANNAPOLIS 22 Defense Highway Annapolis, Maryland	2 Secured Party(ies) and address(es) Leasing Systems, Inc. 1413 K Street, N.W. Suite 1200 Washington, D.C. 20005	For Filing Officer (Date, Time, Number, and Filing Office)
--	--	---

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

"NOT SUBJECT TO RECORDATION TAX"

2 - Micros Electronic Register System - 1220

Assignment of a Rents and Security Agreement Between Leasing Systems, Inc. and the First American Bank of Washington covering a lease dated 1/7/85, lease #15178, in which Leasing Systems, Inc. grants to the Bank (FABW) all contract rights, benefits and privileges along with any and all payments and proceeds thereunder. Pursuant to a Security Agreement between Leasing Systems, Inc. and First American Bank of Washington, the Bank (FABW) has a security interest in the above mentioned equipment.

5. Assignee(s) of Secured Party and Address(es)
FIRST AMERICAN BANK
OF WASHINGTON
740 15th Street, N.W.
Washington, D.C. 20005

RECORD FEE 11.00
POSTAGE 50
#02916 0207 102 112:44
FEB 25 1985

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:

Charles Bros., Inc. D/B/A POPEYE'S FAMOUS FRIED CHICKEN OF ANNAPOLIS
 Leasing Systems, Inc.

By: Rajan Chandra (1) Filing Officer Copy-Alphabetical
 By: Lee E. [Signature] (For Use in Most States)

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party



RECEIVED FOR RECORD
 CIRCUIT COURT OF MARYLAND
 1985 FEB 25 PM 12:51
 E. AUBREY COLLISON
 CLERK

1750

255649

LIDER - 482 PAGE 496

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		Identifying File No.
		Maturity Date (If any)
Debtor(s) Name(s) - (Type or Print - Last Name First)	Debtor(s) Complete Address(es)	
Kelly Cargo System, Inc.	7509 Connelly Drive Hanover, Maryland 21076	
Secured Party, and Address (Type or Print Name)	Assignee of Secured Party, and Address	
C.I.T. Financial Services Corporation 1949 Marlton Pike, P.O. Box 2570 Cherry Hill, NJ 08003	C.I.T. FINANCIAL SERVICES CORPORATION Not applicable	
This Financing Statement covers the following types (or items) of property: (Describe fully, giving Year and Make, Model, Motor or Serial No., etc.)		
10 EZ-1 Electronic Key Telephones 1 12 x 24 Key Service Unit 6 Line Cards 5 Station Cards 1 OPX Card All Cable and Labor necessary to install.		
Proceeds of collateral, in any form whatsoever and however resulting, are also covered.		
The underlying secured transaction being publicized by this financing statement is (), is not (X), (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 initial principal debt is \$ _____		
Conditional Sales - lease purchase		
This statement is to be returned, after recordation, to Assignee of Secured Party at its above address.		
Signatures (Type or Print Names Clearly Below All Signatures)		
C.I.T. FINANCIAL SERVICES CORPORATION (Assignee of Secured Party)	Kelly Cargo System, Inc. } Debtor(s)	
By _____ Jacqueline J. Valerid (Its Authorized Agent)	ROBERT E. KELLY	
Title Service Asst.	By <i>[Signature]</i>	
	Its <i>[Signature]</i>	
(If Corporation, have signed by President, Vice-President, or Treasurer, and give official Title; if Owner or Partner, state which)		

RECORD FEE 11.00
POSTAGE 50
MAY 25 1985

E. ADRIAN COLLISON

RECORDED
79-1638 B (10-77) MARYLAND
PH 12:52

CLERK

Mailed to Secured Party

1150

<p>This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.</p>		Identifying File No.
		Maturity Date (If any)
Debtor(s) Name(s) - (Type or Print Name - Last Name First)	Debtor(s) Complete Address(es)	
Marc A. Rawitt, M.D.	692-A Ritchie Highway Severna Park, Maryland 21146	
Secured Party, and Address (Type or Print Name)	Assignee of Secured Party, and Address	
C.I.T. Financial Services Corporation 1949 Marlton Pike P.O. Box 2570 Cherry Hill, NJ 08003	C.I.T. FINANCIAL SERVICES CORPORATION Not applicable	
<p>This Financing Statement covers the following types (or items) of property: (Describe fully, giving Year and Make, Model, Motor or Serial No., etc.)</p> <ul style="list-style-type: none"> 7 EZ-1 Electronic Key Telephones 1 6 x 12 Key Service Unit 3 Line Cards 2 Station Cards 1 Surge Protector All cable and labor necessary for installation. 		
<p>Proceeds of collateral, in any form whatsoever and however resulting, are also covered.</p>		
<p>The underlying secured transaction being publicized by this financing statement is (), is not (xx), (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 initial principal debt is \$ _____ Conditional Sales - lease purchase</p>		
<p>This statement is to be returned, after recordation, to Assignee of Secured Party at its above address.</p>		
<p>Signatures (Type or Print Names Clearly Below All Signatures)</p>		
<p>C.I.T. FINANCIAL SERVICES CORPORATION (Assignee of Secured Party)</p>		<p>Marc A. Rawitt, M.D.</p>
<p>By <u>Jacqueline J. Valerio</u> Jacqueline J. Valerio (Its Authorized Agent)</p>	<p>Debtor(s)</p>	
<p>Title <u>Service Asst.</u></p>	<p>By <u>Marc Rawitt</u> Marc Rawitt, owner</p>	
<p>Its _____ (If Corporation, have signed by President, Vice-President, or Treasurer, and give official Title; if Owner or Partner, state which)</p>		

RECORD FEE 11.00
POSTAGE .50
#02921 027 102 11249
FEB 25 05

E. AURNEY COLLISON
CLERK
1901 FEB 25 PM 12:52



Mailed to Secured Party

1150

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 Louis S. Hyde, III, Louis S.
Address 935 Upper Pindell Rd, Lothian, MD 20711

2. SECURED PARTY

Name TIDEWATER TRACTOR, P.O. BOX 216
Address WYE MILLS, MD. 21679

Assignee:

Massey Ferguson Credit Corp., P.O. Box 10357, Des Moines, Ia. 50306
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

M/F 1105 Tractor S.N. 9B63299

RECORD FEE 11.00
#82922 0337 R02 11249

1985 FEB 25 PM 12:52
E. ADRIENY COLLISON
CLERK



FEB 25 05

44-1057-8404984

CHECK THE LINES WHICH APPLY

Anne Arundel

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

*not subject to recordation taxes

(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)

Louis S. Hyde III
(Signature of Debtor)

Louis S. Hyde, III
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Grant B. Northrup
(Signature of Secured Party)

Grant B. Northrup
Type or Print Above Signature on Above Line

11/11

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.

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

1. DEBTOR

Name ~~Kevin Joyce~~, Kevin E.
Address 3808 Bynowille, Rd, Davidsonville, Md 21035

2. SECURED PARTY

Name Tidewater Tractor, Inc.
Address Box 216, Wye Mills, Md. 21679

Assignee: Massey Ferguson Credit Corporation, Box 10357, Des Moines, Ia, 50306
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

MF 224 baler S.N. 922

RECORD FEE 11.00
44-9057-840985
FEB 25 85

1985 FEB 25 PM 12:52
E. ANDREY COLLISON
CLERK

BL
CLERK

CHECK THE LINES WHICH APPLY Ann Arundel

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

X not subject to recordation taxes

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

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

X Kevin E. Joyce
(Signature of Debtor)

Kevin E. Joyce
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Grant B. Matthews
(Signature of Secured Party)

Grant B. Matthews
Type or Print Above Signature on Above Line

11/859

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 245112

RECORDED IN LIBER 456 FOLIO 221 ON 11/19/82 (DATE)

1. DEBTOR

Name Marley Television Co., Inc. T/A Bay TV
798 Ritchie Highway, Severna Park, MD 21146
Address 7400 C Ritchie Highway, Glen Burnie, MD 21061
2134 General's Highway, 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 ONE 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: amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend debtor's address to include: <u>7400 C Ritchie Highway</u> <u>Glen Burnie, MD 21061</u></p>	

RECORD FEE 10.00
POSTAGE .50
400924 1237 102 112451
FEB 25 85

1985 FEB 25 PM 12:52
S. ANNABELL COLLISON
CLERK

Marley Television Co., Inc. T/A Bay TV

Borg-Warner Acceptance Corporation
by:

Dated 1-7-85
Paul H. Brown
Signature of Debtor

J. R. Blais
(Signature of Secured Party)
J. R. Blais, Asst. Branch Mgr.
Type or Print Above Name on Above Line

1050

Anne Arundell
(State) MD

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):

~~Stephen C.~~ Johnson, Stephen C.
Name or Names—Print or Type
938 Lynch Drive Arnold MD 21202 21012
Address—Street No., City - County State Zip Code

2. Secured Party:

Name or Names—Print or Type
Address—Street No., City - County State Zip Code
Home Insurance Company Attn: Fidelity & Surety Dept.
Name or Names—Print or Type
59 Maiden Lane New York NY 10038
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Debtor grants Secured Party a security interest in all of Debtor's limited partnership interests in Sovereign Group 1984-24, Ltd. d/b/a Denver Brewery Associates, Denver, Colorado

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): Stephen C. Johnson, By Home Insurance Company pursuant to a power of attorney

Attorney-in-Fact (Signature of Debtor) PHILIP K. GLICK

Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

THE HOME INSURANCE COMPANY
THE HOME INSURANCE COMPANY
(Company, if applicable)

(Signature of Secured Party)
PHILIP K. GLICK

ATTORNEY-IN-FACT
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
Lucas Bros. Form F-1 Jo Ann K. Recchiuti, Paralegal
Blank, Rome, Commisky & McCauley
11th Floor, Eight Penn Center Plaza
Philadelphia, PA 19103

Mailed to: _____

~~Mailed to Secured Party~~

1905 FEB 25 PM 3:44
E. A. COLLISON
CLERK



11-00
SP

This Financing Statement is presented to a filing officer for filing pursuant to Section 9-402 of the Commercial Law Article of the Annotated Code of Maryland.

1. Name of Debtor (Assignor)

310 Third Street, Inc.

Address of Debtor (Assignor)

310 Third Street
Annapolis, Maryland 21403

2. Name of Secured Party (Assignee)

Mark W. DeFriece

Address of Secured Party (Assignee)

8 Hull Avenue
Annapolis, Maryland 21403

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

Equipment, accounts, accounts receivable (now listed or hereafter created), contract rights, furniture, fixtures, liquor license, inventory and all chattels and business assets owned by Debtor (Assignor).

4. Proceeds and products of Collateral are also covered.

5. The underlying secured transaction being publicized by this Financing Statement is partially subject to the Recordation Tax imposed by Article 81, Secs. 277, 278, Annotated Code of Maryland, as amended. The principal amount of the debt is One

RECORD FEE 27.00
RECORD TAX 47.50
POSTAGE .50
RECORDED FEB 25 1985

RETURN TO Nicholas J. Kallis
150 South Street
Annapolis, Maryland

1/20
36750
25

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 FEB 25 PM 3:55

E. AUBREY COLLISON
CLERK



LIBER - 482 PAGE 504

Hundred Five Thousand and Five Hundred Dollars (\$105,500.00). One
Hundred percent (100%) of such indebtedness is subject to
Recordation Tax.

Debtor (Assignor)

Secured Party (Assignee)

310 THIRD STREET, INC.

By: Thomas J. O'Leary Pres
Thomas J. O'Leary, President

Mark W. DeFriece
Mark W. DeFriece

Affidavit of Tax Payment

I, Nicholas J. Kallis, Esquire, Attorney for Secured Party,
hereby swears and affirms under the penalties of perjury that
Recordation Tax of \$ 755.00 was paid to the Clerk of Anne
Arundel County, Maryland on February 25, 1985.

Nicholas J. Kallis
Nicholas J. Kallis

- 2 -

Mailed to: Nicholas J. Kallis

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

February 21, 1985

Not subject to Recordation Tax
Principal amount of debt secured is:
\$150,000.00

FINANCING STATEMENT

- 1. Debtor: Address:
SOL COOPER and LENORA COOPER, 2825 Southaven Road
F. CHESTER CAIN and HELEN H. CAIN, Annapolis, Maryland 21401
and ROBERT B. SWEDBERG and
ELIZABETH A. SWEDBERG, individually
and together doing business as
CSC #3 PARTNERSHIP, a Maryland
general partnership
- 2. Secured Party: Address:
FIRST AMERICAN BANK OF MARYLAND 8701 Georgia Avenue
Silver Spring, Maryland 20910
- 3. Trustees: Address:
WILLIAM E. THOMPSON and 8701 Georgia Avenue
MARY C. MARTIN Silver Spring, Maryland 20910
- 4. THIS FINANCING STATEMENT COVERS:

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

1985 FEB 25 PM 3:57
 E. AUGUSTUS COLLISON
 CLERK



RECORD FEE 23.00
POSTAGE 50
TOTAL COST REC 115.55

FEB 25 85

235

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owned by the Debtor to the Secured Party.

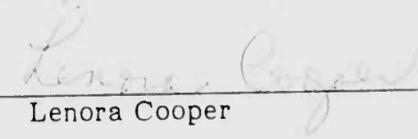
6. Proceeds of collateral are covered by this Financing Statement.

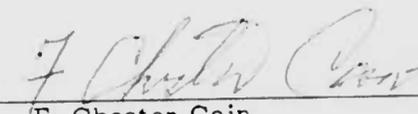
7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

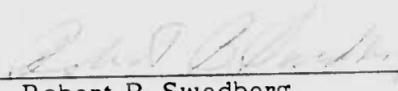
SOL COOPER AND LENORA COOPER,
F. CHESTER CAIN AND HELEN H.
CAIN, ROBERT B. SWEDBERG AND
ELIZABETH A. SWEDBERG,
INDIVIDUALLY AND TOGETHER DOING
BUSINESS AS CSC #3 PARTNERSHIP,
A MARYLAND GENERAL
PARTNERSHIP

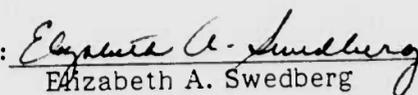
By:  [SEAL]
Sol Cooper

By:  [SEAL]
Lenora Cooper

By:  [SEAL]
F. Chester Cain

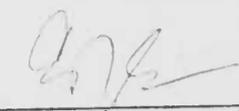
By:  [SEAL]
Helen H. Cain

By:  [SEAL]
Robert B. Swedberg

By:  [SEAL]
Elizabeth A. Swedberg

SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

By:  (SEAL)
Earl R. Gieseman, Vice President
(Title)

LIBER - 482 PAGE 507

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

Linowes and Blocher
8720 Georgia Avenue, Fifth Floor
P.O. Box 8728
Silver Spring, Maryland 20907
Attention: Richard M. Zeidman, Esquire

Lots numbered Five Thousand Two Hundred Fifty (5250), Five Thousand Two Hundred Fifty-One (5251), Five Thousand Two Hundred Fifty-Two (5252), Five Thousand Two Hundred Fifty-Three (5253), Five Thousand Two Hundred Fifty-Four (5254), and Five Thousand Two Hundred Fifty-Five (5255), in the subdivision known as "FOURTH MAP OF WOODLAND BEACH", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 3, at Plat Number 27.

Exhibit "A"

(Property)

Mailed to: Linwood E. Blocher.

STATE OF MARYLAND

ANNE ARUNDEL COUNTY LIBER - 482 PAGE 509

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252706
RECORDED IN LIBER Book 475 PAGE FOLIO 52 ON 7/23/84 (DATE)

1. DEBTOR

Name Professional Backhoe Service, Inc.
Address 2863 S. Haven Rd. Annapolis, Md. 21237

2. SECURED PARTY

Name Alban Tractor Co Inc.
Address P O Box 9595 Baltimore, Md. 21237

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

3. Maturity date of obligation (if any)

RECORD FEE 12.00
POSTAGE .50
1985 FEB 25 11:51:44
FEB 25 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 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"/> XXXX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Assigned To: ITT Industrial Credit Company P.O. Box 12809 Pittsburgh, Pa. 15241</p> <p>(1) Caterpillar 931 Crawler Loader</p>	

RECEIVED IN RECORDS
ANNE ARUNDEL COUNTY
1985 FEB 25 PM 4:09
E AUBREY COLLISON
CLERK

Dated 1/23/85

[Signature]
(Signature of Secured Party)

Mailed to Secured Party

Type or Print Above Name on Above Line

Mailed to: _____

10.00
P.S.

CONDITIONAL SALES CONTRACT
STATE OF MARYLAND
ANNE ARUNDEL COUNTY
FINANCING STATEMENT FORM UCC-1

LIBER - 482 PAGE 510

Identifying File No. _____

255660

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 Professional Backhoe Service, Inc.

Address 2863 S. Haven Rd. Annapolis, Md. 21237

2. SECURED PARTY

Name ITT Industrial Credit Company

Address P.O. Box 12809 Pittsburgh, Pa. 15241

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) Case 480C Wheel Loader/Backhoe
- (1) Case 580 Wheel Loader/Backhoe

RECORD FEE

11.00

POSTAGE

.50

004545 0040

RD1 115:45

FEB 25 85

RECEIVED FOR RECORD
CLERK OF ANNE ARUNDEL COUNTY
1985 FEB 25 PM 4:09
E. AUBREY COLLISON
CLERK

BL
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)

Step M Smith (Pres.)

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

J. E. Petrus

(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Mailed to: Mailed to Secured Party

11.00
60

LIBER - 482 PAGE 511

255661

L

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) Fowler, Katherine Ann dba Fowler Music Service 2030 C Industrial Drive Annapolis, MD 21401	2. Secured Party(ies) and address(es) Borg Warner Acceptance Corp. 2401 Plum Grove Rd. Suite 121 Palatine, IL 60067 SS#2	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: see attached addendum #1 AA" "Not subject to recordation Tax."		5. Assignee(s) of Secured Party and Address(es) FEB 15 11:00 104649 0040 001 715:49 FEB 15 1985

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:
 Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
 Filed with: County 2-85

_____ Fowler Music Service _____ Borg Warner Acceptance Corp.
 By: Katherine A. Fowler Signature(s) of Debtor(s) By: Lisa Z. Vona Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD
 STREET 8101, A.A. COUNTY
 1985 FEB 25 PM 4:09
 E. AUBREY COLLISON
 CLERK



11-00

LIBER - 482 PAGE 512

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of the Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise, when such inventory is financed by secured party.

ADDENDUM 1 'A'

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. 237226

RECORDED IN LIBER 435 FOLIO 551 ON 3/30/81 (DATE)

1. DEBTOR

Name Walter Boyd Hillary Keith
Address 4639 Southland Avenue, Alexandria, Virginia 22312

2. SECURED PARTY

Name United Virginia Bank
Address 515 King Street
Alexandria, Virginia 22314

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
#04455 1345 R01 T15:52

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>
<p>1972 Catalina Boat, serial #983, Boat name Hotspur Trailer serial #6062</p>	

FEB 25 1985
1985 FEB 25 PM 4:10
E ALBERTY COLLISON
CLERK

Date February 6, 1985
Anthony Paul Smith
Administrative Assistant

Mailed to Secured Party

10.10
JB

U

Ford Motor Credit Company 

FINANCING STATEMENT-UCC-1

This FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code. 3. Maturity Date (if any): _____

1. Debtor(s) (Last Name First) and Address(es) <i>CHASE CONST. PER CORP. P.O. BOX 3333 ANNAPOLIS MD. 21403</i>	2. Secured Party(ies) and Address(es) <i>FMCC Mechanicsville, Va. 23111</i>	For Filing Officer (Date, Time, Number and Filing Office)
---	--	---

4. This financing statement covers the following types (or items) of collateral:
*NEW FORD TRACTOR-LOADER - Buck Roe (555-A)
S/N - C-733151*

RECORD FEE 11.00
POSTAGE .50
#04678 0348 ML 715:54
13 25 85

Check if covered: Proceeds of Collateral Products of Collateral covered Number of additional sheets presented: _____

Filed with: *ANNE ARUNDEL*

This instrument prepared by: _____

By: *[Signature]* (Debtor) By: *[Signature]* (Secured Party)

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

FMCC JUL 70 7098
Previous editions may be used.

FILING OFFICER COPY ALPHABETICAL



Mailed to Secured Party

11.00
[Signature]

RECEIVED FOR RECORD
CHIEF CLERK, A. COUNTY
1905 FEB 25 PM 4:10
E. AUBREY COLLISON
CLERK

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

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

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

1. LESSEE Denver Aerospace Division of Martin Marietta
(Name or Names)
P. O. Box 1190 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) Heritage Savings Association
of LESSOR _____
(Name or Names)
1505 York Rd. Lutherville, Maryland 21093
(Address)

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

One - Apple MacIntosh 512K Computer System w/1 - 15" Imagewriter Printer, 1 - External Disk Drive, 1 - Numeric Key Pad, 1 - Imagewriter Accessory Kit, ~~1 - MacProject~~, 1 - MacProject - MacChart, 1 - Micro Soft File

1987 FEB 25 PM 4:10
BL CLERK
PROPERTY COLLISION

RECORD FEE 12.00
POSTAGE .50

FEB 25 85

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

LESSEE

LESSOR

Denver Aerospace Division of Martin Marietta CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Lee Turner 2-1-85 Procurement Officer By: Gordon T. Hill President
(Title) (Title)

(Type or print name of person signing) (Type or print name of person signing)

By: _____ Return to: Heritage Savings Assoc. 1200
(Title) 1505 York Road
(Type or print name of person signing) Lutherville, MD 21093

Mailed to: Allen Robert W. Smith

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254592

RECORDED IN LIBER 429 FOLIO 270 ON 9/17/80 (DATE)

1. DEBTOR

Name Robert & Gertrude Dailey

Address Rt. 4 Box 508 Jones Rd., Severn, MD 21144

2. SECURED PARTY

Name Security Pacific Finance Corp.

Address 7310 Ritchie Hwy. Ste. 404, Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE 50
#14680 1345 PM 115:58
FEB 25 85

<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: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

1985 FEB 25 PM 4:10
CHECK FORM OF STATEMENT
E. ADRIAN COLLISON
DIEM

Dated 1/30/85

Bill Merchant
(Signature of Secured Party)

Bill Merchant
Type or Print Above Name on Above Line

Mailed to Secured Party

255665

LIBER - 482 PAGE 518

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) TransCapital Computer Corporation 8150 Leesburg Pike Vienna, Virginia 22180	2. Secured Party(ies) and address(es) Wells Fargo Bank, N.A. Equipment Finance Center #489 343 Sansome Street San Francisco, California 94163	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 Schedule A attached hereto. Contract No. MDA904-85-C-9019 Ft. Meade, MD NOT SUBJECT TO RECORDATION TAX.		5. Assignee(s) of Secured Party and Address(es) RECORD FEE 11.00 POSTAGE .50 FEB 25 1985

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: /

Filed with: County of Prince Georges, Maryland (Anne Arundel County)

TRANSCAPITAL COMPUTER CORPORATION
 By: Robert E. Blongney
 Signature(s) of Debtor(s)

WELLS FARGO BANK, N.A.
 By: R.A. Elbert
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

RECEIVED IN RECORDS
 JUDGE COURT, ANNE ARUNDEL COUNTY
 1985 FEB 25 PM 4:11
 E. AUDREY COLLISON
 CLERK

BL
 CLERK

11-10
 10

SCHEDULE A

The Equipment

LIBER - 482 PAGE 519

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>SERIAL NO.</u>
1	Design VX Comp. System	1	3789/4411119
2	Instaview HC, a high resolution color raster display graphics work station.	2	11892 12076
3	Reference Table and Chair	2	41521 40601
4	8"x8" hard copy unit 80 cps line printer	2	4087516 4087300
5	P-1000	1	1726
6	Plotter Processing Unit (PPU)	1	4241173

EQUIPMENT LOCATION: Maryland Procurement Office
9800 Savage Road
Ft. George G. Meade, Maryland 20755

Mailed to Secured Party

FINANCING STATEMENT
(UCC-1)

1. **DEBTORS:**

JOHN F. SAVAGE
7015 Pilliod Road
Holland, Ohio 43528

and

PHILIP M. HOAG
810 Gleneagles Court - #106
Towson, Maryland 21204

and

ALLAN F. COHN
3747 Sulphur Spring Road
Toledo, Ohio 43606

and

JOHN D. GINTER
810 Gleneagles Court - #106
Towson, Maryland 21204

and

K B OF BALTIMORE, INC.
T/A "BURGER KING"
810 Gleneagles Court - #106
Towson, Maryland 21204
and also at
4427 Talmadge Road
Toledo, Ohio 43623

2. **SECURED PARTY:**

THE BANK OF BALTIMORE
Baltimore & Charles Streets
Baltimore, Maryland 21201

Attn: Commercial Loan Department

3. This Financing Statement covers, and the Debtors grant a security interest to the Secured Party, into the following collateral both now existing and subsequently acquired:

All ownership interests, partnership interests, rights of enforcement, rights to distribution, profits or revenues in or from the limited partnership organized under the laws of the State of Ohio known as "B K Realty Co. Limited Partnership", formerly known as "B K Realty Company".

RECORD FEE 16.00
POSTAGE .50
FEB 26 1985

4. The products and proceeds of the above collateral are also covered. Future advances are secured.

1985 FEB 26 AM 8:52
E. ARBRY COLLISON
CLERK
CL

16.00

DEBTORS:

SECURED PARTY:

LIBER - 482 PAGE 521 THE BANK OF BALTIMORE

John F. Savage (SEAL) By: Albert K. Hause (SEAL)
JOHN F. SAVAGE Albert K. Hause, Vice President

Philip M. Hoag (SEAL)
PHILIP M. HOAG

Allan F. Cohn (SEAL)
ALLAN F. COHN

John D. Ginter (SEAL)
JOHN D. GINTER

K B OF BALTIMORE, INC.

By: Philip M. Hoag (SEAL)
Philip M. Hoag, President

5. Mr. Filing Officer: Please return this Financing Statement after filing to:

James M. Smith, Esquire
Gebhardt & Smith
The World Trade Center
9th Floor
Baltimore, Maryland 21202
(File No.: (JMS) 4067)

JMS:4067
K-00.19

Mailed to: Gebhardt & Smith

LIDER - 482 PAGE 522

Not Subject To Recordation Taxes 255667

**FINANCING STATEMENT
(UCC-1)**

- 1. **DEBTOR:** **B K REALTY CO. LIMITED PARTNERSHIP**
formerly known as
"B K REALTY COMPANY"
4427 Talmadge Road
Toledo, Ohio 43623
- 2. **SECURED PARTY:** **THE BANK OF BALTIMORE**
Baltimore & Charles Streets
Baltimore, Maryland 21201

Attn: Commercial Loan Department



- 3. This Financing Statement covers, and the Debtor hereby grants a security interest to the Secured Party into the following collateral: All tangible and intangible assets of the Debtor, whenever acquired and wherever located, both now existing and subsequently acquired including, but not limited to, all goods, accounts receivables, inventory, equipment, general intangibles, contract rights, machinery, fixtures, machinery, leasehold rights, leasehold improvements, furnishings, rights to payment, choses in action, instruments, chattel paper, lease rights as landlord, licenses, franchises, tradenames, and all records relating or pertaining to any of the assets of the Debtor.
- 4. The products and proceeds (including insurance proceeds) of the above collateral are covered by this Financing Statement. This Financing Statement covers future advances.

DEBTOR:	SECURED PARTY:
B K REALTY CO. LIMITED PARTNERSHIP formerly known as "B K Realty Company, an Ohio limited partnership	THE BANK OF BALTIMORE

By: Albert K. Hause (SEAL)
Albert K. Hause, Vice President

By: John F. Savage (SEAL)
John F. Savage, General Partner

By: Philip M. Hoag (SEAL)
Philip M. Hoag, General Partner

RECORD FEE 12.00
POSTAGE .50
482961 0237 102 109:49
FEB 26 85

1985 FEB 26 AM 8:52

1203

LIBER - 482 PAGE 523

By: *Allan R. Cohn* (SEAL)
Allan R. Cohn, General Partner

By: *John D. Ginter* (SEAL)
John D. Ginter, General Partner

5. Mr. Filing Officer: Please return this Financing Statement after filing to:

James M. Smith, Esquire
Gebhardt & Smith
The World Trade Center
9th Floor
Baltimore, Maryland 21202
(File No.: (JMS) 4067)

JMS:4067
K-00.19

Mailed to: *Gebhardt & Smith*

255608

LIBER - 482 PAGE 524

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

No. of Additional Sheets Presented

3 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

REAGAN, MICHAEL R
BOONES MHP Lot # 143
143 KONRAD MORGAN WAY
LOTHIAN, MD 20711

JOY REAL ESTATE
6500 OLD BRANCH AVE, ST. 201
TEMPLE HILLS, MD 20784

RECORD FEE 11.00
POSTAGE 50
APR 22 1987 10:50
FEB 26 85

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

1978 Redman, NEW MOON,
14 X 60, 2 BR

To include all ~~contents~~ ^{mk}, 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

7 The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like (including oil and gas) is on.
* (Describe Real Estate in Item 8)

8 Describe Real Estate Here

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) 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
 and other collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s).

Michael R Reagan
MICHAEL R REAGAN S.S. # 192-46-0446

Green Tree Acceptance, Inc.

Isabel Manfredi
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

By _____
Signature(s) of Debtor(s)

(1) FILING OFFICER COPY - NUMERICAL

STANDARD FORM - FORM UCC-1 - Approved by the Secretary of the Commonwealth of Pa.

3/83
RECEIVED
1985 FEB 26 AM 8:52
E. AUDREY COLLISON
CLERK



MAILED TO: *Green Tree Acceptance Inc.*

1100

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 Baltimore Air Coil Company, Inc.
Address 7595 Montevideo Road, Jessup, MD 20794

2. SECURED PARTY

Name Systems Leasing Corporation
Address 8260 Greensboro Drive
McLean, VA 22102

RECORD FEE 11.00
JAN 28 0345 R01 T10:23
FEB 26 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)

82-1285
A-4
1718

See Attachment A annexed hereto and made a part hereof together with all additions and accessions thereto, replacements thereof and substitutions therefor.

E. ADERNEY COLLISON
CLERK
RECEIVED FOR RECORDATION
FEB 26 AM 11:25



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)

BALTIMORE AIR COIL COMPANY, INC.

[Signature]
(Signature of Debtor)

Donald W. Duncan
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SYSTEMS LEASING CORPORATION

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11.00

ATTACHMENT A

LIBER - 482 PAGE 526

DEBTOR:
Baltimore Air Coil Company, Inc.
7595 Montevideo Road
Jessup, MD 20794

SECURED PARTY:
Systems Leasing Corporation
8260 Greensboro Drive
McLean, Virginia 22102

Quantity Description

THE FOLLOWING HEWLETT PACKARD EQUIPMENT LOCATED AT:
Baltimore Air Coil Co., Inc., 7595 Montevideo Road, Jessup, MD 20794

1	HP3000/68 Computer & Console
3	HP79330 Disc Drives <i>918</i>
1	HP7976A Tape Drive
20	DIRECT/825 CRT's
1	HP7470 Plotter

THE FOLLOWING HEWLETT PACKARD EQUIPMENT LOCATED AT:
Baltimore Air Coil Co., Inc., 9201 San Leandro, Oakland, CA 94604

1	HP3000/48 Computer
3	HP150 Personal Computers (1 with Disc Drives)
2	HP2621B CRT's
2	HP2602 Printers
1	HP2933 Printer

THE FOLLOWING HEWLETT PACKARD EQUIPMENT LOCATED AT:
Baltimore Air Coil Co., Inc., Road 447, 1 1/2 Miles West, Milford, DE 19967

1	HP7970E Tape Drive (used)
---	---------------------------



0114G

Mailed to Secured Party

255670

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) Unilease Computer Corporation 1370 Avenue of Americas New York, New York 10019	2. Secured Party(ies) and address(es) European American Bank 10 Hanover Square New York, NY 10005	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:
Equipment, insurance and proceeds as more fully described on Schedule A attached hereto

MM#22

5. Assignee(s) of Secured Party and Address(es)

1985 FEB 26 AM 11:25
 CLERK
 COUNTY CLERK



Recordation Tax 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.

Filed with: COUNTY CLERK ANNE ARUNDEL, MD

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented: 1

UNILEASE COMPUTER CORPORATION By: <u>[Signature]</u> Signature(s) of Debtor(s)	EUROPEAN AMERICAN BANK By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
--	--

(1) Filing Officer Copy: Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Mailed to Secured Party

1350

LIBER - 482 PAGE 528
 SCHEDULE A
 to
 FORM UCC-1 Financing Statement

Unilease Computer Corporation, as Debtor
 European American Bank, as Secured Party

I. EQUIPMENT

The following Equipment manufactured by International Business Machines Corporation leased by Unilease Computer Corporation, as Lessor, to Martin Marietta Corporation, as Lessee, pursuant to Equipment Schedule No. 22, together with the Master Lease Agreement dated as of September 15, 1982 between said parties, to the extent the same is incorporated as part of the foregoing Equipment Schedule, and the Certificate of Acceptance, which Equipment is located at the addresses referenced below, together with all of the accessories, attachments and appurtenances appertaining or attached to any of said Equipment, whether now owned or hereafter acquired, and all substitutions, accessions, features, renewals, and replacements of, and additional special features, model changes and improvements to any and all of said Equipment together with all rents, proceeds, issues, income, profits and avails pertaining thereto or derived therefrom.*

<u>Item No.</u>	<u>Qty.</u>	<u>Model/Feature</u>	<u>Description</u>	<u>Serial No.</u>
Location: 6021 Rio Grande Avenue Orlando, Fla 32809				
1-2	2	3180-110	Display Station	04433 02606
3-33	31	3179-100	Color Display Station	
Serial Numbers for Item Nos. 3-33 are as follows: 06423, 06352, 06354, 06449, 06452, 06451, 06417, 06351, 06374, 06462, 06454, 06461, 06446, 06447, 09198, 09217, 08911, 09219, 09212, 08935, 09218, 08905, 09194, 08911, 09193, 08908, 08903, 09216, 09197, 08703, 09199				
Location: 6303 Ivy Lane Greenbelt, MD 20770				
34	1	3179-100	Color Display Station	06274
Location: 475 School Street Washington, D.C.				
35-36	2	3179-100	Color Display Station	08712 08901

Sam Aitken

<u>Item No.</u>	<u>Qty.</u>	<u>Model/Feature</u>	<u>Description</u>	<u>Serial No.</u>
Location: 112-F Inverness Circle East Englewood, CO 90112				
37	1	3179-100	Color Display Station	08711
Location: 6021 Rio Grande Avenue Orlando, FLA 32809				
38-49	12	3180-110	Display Station	
Serial Numbers for Item Nos 38-49 are as follows: 03303, 04006, 08099, 10034 11077, 03984, 04038, 09791, 10402, 10470, 11087, 11088				
Location: 112-F Inverness Circle East Englewood, CO 90112				
50	1	3180-110	Display Station	08393

EQUIPMENT LOCATION

See locations listed above.

II. INSURANCE

All insurance covering the above described Equipment against risk of fire, theft, or any other physical damage or loss whatsoever, and the proceeds thereof.*

* The inclusion of proceeds of the collateral herein does not constitute Secured Party's authorization that Debtor may sell the collateral.

Sam Atkin

EAB:Schedule A-3

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. \$ _____

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 Hollerbach Equipment Co., Inc.

Address 6555 Meadowridge Road, Baltimore, MD 21227 Anne Arundel Co.

2. SECURED PARTY

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"

1 #2523501 Equity II Telephone Key Service Unit and component parts

RECORD FEE 11.00
201832 0345 R01 T10:32
FEB 26 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 be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X T.R. Hollerbach
(Signature of Debtor)

T.R. Hollerbach, President

Hollerbach Equipment Co., Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CONTEL CREDIT CORPORATION

Lorraine Tedesco
(Signature of Secured Party)

LORRAINE TEDESCO

Type or Print Above Signature on Above Line

Verified by J. J. [Signature]

Mailed to Secured Party

BL
CLERK
1985 FEB 28 AM 11:25
E. AUGHEY COLLISON
CLERK

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 East Coast Security Corporation
Address 440 Old Mill Road, Millersville, Anne Arundel, MD 21108

2. SECURED PARTY

Anne Arundel County
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"

1 #2513502 Encore 12/32 Telephone Key Service Unit and component parts

RECORD FEE 11.00
ANNE ARUNDEL COUNTY
FEB 26 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) N/A

(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) N/A

(Proceeds of collateral are also covered) N/A

(Products of collateral are also covered) N/A

[Signature]
(Signature of Debtor) "President"

East Coast Security Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CONTEL CREDIT CORPORATION

[Signature]
(Signature of Secured Party)

LORRAIN TEDESLO

Type or Print Above Signature on Above Line

1985 FEB 26 AM 11:25
E. AUBREY COLLISON
CLERK

BL
CLERK

Verified By: [Signature]

Mailed to Secured Party

255673

LIBER - 482 PAGE 532

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): Booth, Paula 2909 E 2nd Army Drive Ford Meade, Md	(2) Secured Party(ies) (Name(s) And Address(es): Sovran Credit Corporation 1035 E 10th Street Roanoke Rapids, NC 27870	
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> 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
 POSTAGE .50
 #04464 0345 R01 110:33
 FEB 26 85

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.
 Shell Hanging lamp, 19" RCA color T. V., Black and White Sears 13" T. V., Jc Penney VCR, 3 piece Bedroom suite-dark brown, Kenwood Stereo somponet set with 2 speakers.

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)
X Paula J. Booth

Secured Party(ies) [or Assignees]

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

(By) _____
 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) UCC-1

(1) Filing Officer Copy - Numerical



RECEIVED FOR RECORD
 COUNTY COURT, W. VA. COUNTY

1965 FEB 26 AM 11:25

E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

115

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF
<input checked="" type="checkbox"/> NOT TO BE		<input checked="" type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

1. Debtor(s):

ROBERT T HYSON
Name or Names—Print or Type

1524 PUFFIN CT. Pasadena AA Md 21122
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:

IRVINGTON FEDERAL SAVINGS & LOAN
Name or Names—Print or Type

4106 FREDERICK AVE BALTO Md 21227
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 TORO HEIDELBERG PRESS
KUED 322827
18 x 24 1/2

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.

RECORD FEE 12.00
POSTAGE .50
#04498 10345 801 7104381
FEB 26 85

DEBTOR(S):

Robert T. Hyson
(Signature of Debtor)

ROBERT T. HYSON
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

IRVINGTON FEDERAL SAVINGS & LOAN
(Company, if applicable)

William J. Ottey
(Signature of Secured Party)

WILLIAM J. OTTEY V.P.
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

Mailed to BALTIMORE, Md. 21229

RECEIVED FOR RECORD
BALTIMORE COUNTY
1985 FEB 26 AM 11:25
E. AUBREY COLLISON
CLERK



12-40

Anne Arundel Co. 11.5^c

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 2-8-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William B. Mealy
Address 6214 Nutwell Drive, Tracys Landing, Maryland 20779

2. SECURED PARTY, Assignee of

Name Kubota Credit Corporation USA
Address 4444 Shackelford Drive, Norcross, Georgia 30093

Secured Party:

N + S Sales & Rentals, Inc. PO Box 66 Gaithersburg, MD 20877
* 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 Model L235DT Kubota Tractor, Serial No. 51712
Engine No. 6060
- 1 New Model BF400 Kubota Loader, Serial No. 12260
- 1 New Model L4530 Kubota Backhoe, Serial No. 1060
- 1 New Model 20/40 Danuser Post Hole Digger

RECORD FEE 11.00
STAGE .50
RECEIVED 0345 PM 11:37
FEB 26 85

BL CLERK

47475-834033

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)

1985 FEB 26 AM 11:25
E. J. COLLISON
CLERK

William E. Mealy
(Signature of Debtor)
William E. Mealy

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

N & S Sales & Rentals, Inc. by

Richard J. Staiger
(Signature of Secured Party)

Richard J. Staiger, President
Type or Print Above Signature on Above Line

11.00
10

Mailed to Secured Party

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

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

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

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

1. DEBTOR

Name Robert C. Vann & Mary L. Vann (wife) DBA: Robert Vann, Mac Tools Distributor
Address 1041 Harding Blvd., West River, Md. 20778

2. SECURED PARTY

Name Mac Tools Inc.
Address P.O. Box 370, Washington C.H., Ohio 43160

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

3. Maturity date of obligation (if any) _____

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

SEE SCHEDULE A ATTACHED

NOT SUBJECT TO RECREATION TAX.

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)

x Robert C. Vann
(Signature of Debtor)

ROBERT C. VANN
Type or Print Above Name on Above Line

x Mary L. Vann
(Signature of Debtor)

MARY L. VANN
Type or Print Above Signature on Above Line

G. Scott Goen
(Signature of Secured Party)

G. SCOTT GOEN, CREDIT MANAGER, MAC TOOLS
Type or Print Above Signature on Above Line

RECORD FEE 13.00
POSTAGE .50
401689 0345 R01 110:39
FEB 26 85



1985 FEB 26 AM 11:25
E. AUSTIN COLLISON
CLERK

13.00
\$6

SCHEDULE A

LIBER - 482 PAGE 536

All inventory acquired by Debtor from the Secured Party, previously now or hereafter acquired, and all parts, products and proceeds thereof, and the proceeds of any insurance policies relating to such inventory, and all of Debtor's accounts, accounts receivable, contract rights, notes, other forms of obligation and general intangibles, including those now existing and those hereinafter arising or coming into existence and the products and proceeds thereof, and including, without limitation, all rights of payment for any such inventory sold, and the parts, products and proceeds thereof.

255677

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name The Stop & Shop Companies, Inc.
Address P.O. Box 369, Boston, MA 02109 and 1776 Heritage Drive, N. Quincy, MA 02171

2. SECURED PARTY

Name NEMLC Leasing Corporation
Address 50 Milk Street, Boston, MA 02109

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 Equipment listed and described on, and presently located at the location set forth in Schedule A attached hereto and made a part hereof, which Equipment has been leased by Lessor to Lessee under and pursuant to an Equipment Leasing Agreement dated as of April 1, 1983, as amended, and all accessions, additions, improvements, replacements, and substitutions thereto and therefor, and all proceeds (including insurance proceeds) thereof and therefrom. Lessor and Lessee hereby acknowledge and agree that said Equipment Leasing Agreement is a true lease and that the execution and filing of this financing statement shall not be used as evidence to the contrary.

Filed with Anne Arundel Clerk of Circuit Court, Maryland

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)

Jul BY: [Signature]
(Signature of Debtor)

ARTHUR S. ROBBINS
Type or Print Above Name on Above Line

(Signature of Debtor)

The Stop & Shop Companies, Inc.
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

NEMLC Leasing Corporation
Type or Print Above Signature on Above Line

Mailed to Secured Party

1985 FEB 26 AM 11:25
E. ARUNDEL CLERK

BL
CLERK

RECORD FEE 17.00
POSTAGE 50
FEB 26 85

Schedule A
to
UCC Financing Statement
between
The Stop & Shop Companies, Inc. as Debtor
and
NEMLC Leasing Corporation, as Secured Party

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)	314962	Pallet Jack Model PDC30-158	027	Bradlees 80-574 6716 Gov. Ritchie Highway Glen Burnie, MD
One (1)	770	4 yard Compactor Model 47HD	305	Stop & Shop 10-659 79 Newtown Road Danbury, CT
One (1)	1040-7	Stationary Compactor Model 2.3	306	Stop & Shop 10-659 77 Newtown Road Danbury, CT
One (1)	1039-7	Stationary Compactor Model 2.3	307	Stop & Shop 10-674 1391 Main Street Willimantic, CT
One (1)	771	4 Cubic yard Compactor Model 47HD	308	Stop & Shop 10-674 1391 Main Street Willimantic, CT
One (1)	5261	Compactor Model 250 HD	309	Bradlees 80-834 Shoppers World Framingham, MA
One (1)	402	Vertical Compactor Model C-3000	310	Bradlees 80-834 Shoppers World Framingham, MA
One (1)	TK45214516	Stationary Compactor with power unit	311	Bradlees 80-574 Gov. Ritchie Highway Glen Burnie, MD
One (1)	408	Vertical Compactor Model C-3000	312	Bradlees 80-577 Presidential Plaza Quincy Avenue Quincy, MA
One (1)	397	Vertical Compactor Model C-3000	313	Bradlees 80-574 Gov. Ritchie Highway Glen Burnie, MD

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)	TK4520	Stationary Compactor Model SP48-56	314	Bradlees 80-868 Calvary Road & N. Main St. New City, NY
One (1)	409	Vertical Compactor Model C-3000	315	Bradlees 80-577 Presidential Plaza Quincy Avenue Quincy, MA
One (1)		Wang VS15D1 VS15-8A, 4205-VS Tape Drive, Minicomputer	424	Stop & Shop 10-467 360 Market Street Rockland, MA
One (1)		Wang VS15D1 VS15-8A, 4205-VS Tape Drive, Minicomputer	425	Stop & Shop 10-774 495 Southern Artery Quincy, MA
One (1)		Wang VS15D1 VS15-8A, 4205-VS Tape Drive, Minicomputer	426	Stop & Shop 10-029 757 Gallivan Boulevard Dorchester, MA
One (1)		Wang VS15D1 VS15-8A, 4205-VS Tape Drive, Minicomputer	427	Stop & Shop 10-014 Route 139 Pembroke, MA
One (1)		Wang VS15D1 VS15-8A, 4205-VS Tape Drive, Minicomputer	428	Stop & Shop 10-423 450 Quincy Avenue Braintree, MA
One (1)		Wang VS15D1 VS15-8A, 4205-VS Tape Drive, Minicomputer	429	Stop & Shop 10-424 141 Newport Avenue Quincy, MA
Three (3)		Wang VS15D1 VS15-8A, 4205-VS Tape Drive, Minicomputer	430	Stop & Shop 10-930 1385 Hancock Street Quincy, MA
Two (2)		VS Workstations 4230-VS	431	Stop & Shop 10-930 1385 Hancock Street Quincy, MA
One (1)		VS85-1 Computer VS85F		
One (1)		75MB Disk Drive 2265V-1		
One (1)		5535 180 Bidirectional Matrix		
Two (2)		Data Communications Ports VS-90/100		
One (1)		5574 Printer SW6901		

<u>Quantity</u>	<u>Serial No.</u>	<u>Description</u>	<u>Lease Supple. No.</u>	<u>Location</u>
One (1)		TC-2780/3780 Emulation Software, 195-2105-5	431	Stop & Shop 10-930 1385 Hancock Street Quincy, MA
One (1)		195-2272-5 General Asynchronous Software		
Two (2)		15 ft. Cables 2265V-1		
One (1)		F/E RBC 4 Belt Conveyor	654	Stop & Shop 10-638 154 Amity Road New Haven, CT
One (1)	R258	Speedmaster Labeler		
Six (6)	17863, 17664, 176681, 17670, 17665, 176691	Ktron 9030 U-10 Scales		
Two (2)	4A179034 US-2, 4E247-U4	Franklin Electric 950 Scales	655	Stop & Shop 10-674 1391 Main Street Willimantic, CT
Ten (10)	18101-18104, 18095, 18097, 18098, 17859, 17860, 17862	Ktron Scales		
One (1)	23392	Keyboard, pkg. rec. table; conveyor belt and scale table		
One (1)		RBC-3 Conveyor Belt	656	Stop & Shop 10-659 72 Newton Road Danbury, CT
Two (2)	4E231, 4A174	950 Scales		
One (1)		Keyboard		
Ten (10)	17853, 17854, 17856, 18092, 18096, 18099, 18100, 18105, 18094, 17861	Ktron 9030 U10 Scales		
One (1)		Receiving Table		
One (1)		M & E Scale Table		
One (1)	18093	9030 U10 Ktron Scale		

LIBER - 482 PAGE 540

The Stop & Shop Companies, Inc.
(Lessee)

By: [Signature]

Its: Asst Treasurer

NEMLC Leasing Corporation
(Lessor)

By: [Signature]

Its: Lease Documentation Mgr

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

THE LOBSTER POUND, LTD.
512 Crain Highway, Glen Burnie,
Anne Arundel County, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

SMALL BUSINESS ADMINISTRATION (an Agency of the U. S. Government)
630 Oxford Bldg., 8600 LaSalle Road, Towson, MD 21204

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at _____, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
-

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: N/A

5. This transaction is , is not exempt from the recordation tax. Principal amount of the Debt is \$ N/A

DEBTOR:

THE LOBSTER POUND, LTD.

BY Alan S. Bonfina (SEAL)
President

11.00

AFTER RECORDATION RETURN TO: Small Business Administration
630 Oxford Building
8600 LaSalle Road
Towson, MD 21204

Mailed to: _____

1985 FEB 26 AM 11:26
E. ADRIAN COLLISON
CLERK

BL
CLERK

LIDER - 482 PAGE 542

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT

255679

M. SHAVITZ & SONS, INC.

6415 BALTIMORE NATIONAL PIKE • BALTIMORE, MARYLAND 21228

EUDOWOOD SHOPPING PLAZA
TOWSON

RITCHIE HIGHWAY and ARNOLD ROAD
ANNAPOLIS

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

Debtor(s) (Last Name First) and address	Secured Party and address	For Filing Officer (Date, Time, Number, and Filing Office)
ROBINSON, STEPHEN ROBINSON, KATHY 703 Wagner Road Glen Burnie, Maryland 21061 Anne Arundel County	M. SHAVITZ AND SONS, INC. 6415 BALTIMORE NATIONAL PIKE BALTIMORE, MARYLAND 21228	

E. ANDREY COLLISON
CLERK
1985 FEB 26 AM 11:26

This financing statement covers the following types (or items) of personal property: **DESCRIPTION OF MERCHANDISE**

1 #704 chair -cover Gr. K 4090-77 Brown -1 #174 ottoman -cover	12.00
Gr. K 4090-77 Brown - 1 #6010 sofa-cover 7461-30L-19 1/3 yds.	.50
carpet & padding Unique -1 Queen Sleeper # 6279- 1 Sofa Table #115-10	FEB 26 85

BL
CLERK
A/C 514899
A/C 530443

A/C #15-2498
This transaction is exempt from the Recording Tax.

Filed with: _____

Stephen Robinson
(SIGNATURE OF DEBTOR)

M. SHAVITZ AND SONS, INC.

STEPHEN ROBINSON

(NAME OF SECURED PARTY)

Kathy Robinson
(SIGNATURE OF DEBTOR)

Shirley Gladfelter
By SHIRLEY GLADFELTER, Credit Manager

KATHY ROBINSON

RETURN TO M. Shaivitz and Sons, Inc., 6415 Baltimore National Pike, Baltimore, Maryland 21228

Mailed to Secured Party

12.00
58

A12705

Ballo

255680

LIDER - 482 PAGE 543

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 1/23/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name David Huff T/A Brooklyn Park Exxon

Address 5731 Ritchie Hwy. Balto., MD 21225

2. SECURED PARTY

Name American Equipment Leasing

Address P.O. Box 1258
Reading, PA 19603

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

RECORD FEE 12.00
1985 FEB 26 10:43
FEB 26 85

3. Maturity date of obligation (if any) _____

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

1 Bear Engine Analyzer Model No. 40-185 Serial No. 09D1346

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.

1985 FEB 26 AM 11:26
ALBERT & COLLISON
CLERK



CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Brooklyn Park Exxon, David Huff, TA

(Signature of Debtor)

David Huff

Type or Print Above Name on Above Line

(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

Mailed to Secured Party

12.00

LIBER - 482 PAGE 544

255681

This FINANCING 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):	4. For Filing Officer: Date, Time, No. Filing Office
Vertex Electronics Mid-Atlantic, Inc. 7201 Standard Drive Hanover, MD 21076	2. Secured Party(ies) Name(s) and Address(es) NORSTAR BANK OF LONG ISLAND 40 Main Street Hempstead, NY 11551

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

All inventory now owned or hereafter acquired.

EXEMPT FROM RECORDATION TAX

Products of the Collateral are also covered.

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

6. Assignee(s) of Secured Party and Address(es)

7. The described crops are growing or to be grown on. The described goods are or are to be affixed to. The lumber to be cut or minerals or the like (including oil and gas) is on. (Describe Real Estate Below)

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"/> 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					
<input type="checkbox"/> 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.					
<input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state					

By VERTEX ELECTRONICS MID-ATLANTIC, INC. Signature(s) of Debtor(s)

By NORSTAR BANK OF LONG ISLAND Signature(s) of Secured Party(ies)

(1) Filing Officer Copy — Numerical
(5/82) STANDARD FORM - FORM UCC-1 — Approved by Secretary of State of New York



11.00

RECEIVED FOR RECORD
SINAI COURT, S.A. COUNTY
1985 FEB 26 AM 11:26
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

255682

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

PURCHASE MONEY
FINANCING STATEMENT

1. Debtor(s):

KELLER'S BAKERY, INC.
Name or Names—Print or Type
509 South Camp Meade Road, Linthicum, Md. 21090
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:

ROBERT A. KELLER AND JOSEPHINE D. KELLER, his wife
Name or Names—Print or Type
317 Harlem Lane, Baltimore, Maryland 21228
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 machinery, equipment, fixtures and other personal property on Schedule A attached hereto, and all additions, accessions and substitutions thereto and therefor; all accounts receivable and inventory owned by Debtor, all accounts and inventory at any time hereafter acquired by Debtor and all proceeds of such accounts and inventory.

4. If above described personal property is to be affixed to real property, describe real property.
Property known as No. 509 South Camp Meade Road, Linthicum, Maryland 21090.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

(Signature of Debtor)
KELLER'S BAKERY, INC.
Type or Print
BY: Thomas B. Hill
(Signature of Debtor)
President

Type or Print

Robert A. Keller Sr
(Signature of Secured Party) Robert A. Keller, Sr.
Josephine D. Keller
(Signature of Secured Party) Josephine D. Keller, his wife

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
JOSEPH I. HUESMAN, ESQUIRE, SUITE 504, 16 S. Calvert Street
Name and Address—Baltimore, Maryland 21202

Lucas Bros. Form F-1

BL
CLERK

E. ANNISTY COLLISON
CLERK

1965 FEB 26 AM 11:26

RECORD FEE 11.00
1965 FEB 26 11:01
FEB 26 65

11.00

SCHEDULE A

6-DOOR Donut Retarder
6-Door Freezer
Dutchess Roll divider
6-Door Retarder (Porcelain) LIBER - 482 PAGE 546
Vulcan Candy Stove
6 tray Revolving Oven - 18 pan capacity (Poole)
2 - 26 Shelve capacity Galvanized Steam Boxes
1 - 13 Shelve capacity Galvanized Steam Boxes
1 Anets Donut Fryer and 72 screens
20 Qt. Bench type Mixer (Hobart)
8 ft. 3 compartment Stainless Sink
80 Qt. Dough mixer (Reed)
80 Qt. Dough mixer (Hobart)
6-Door Freezer (Glenco)
8-Door Freezer (Traulsen)
2 - 6 ft. floor skids
4 - 8'3" Laminated Wood Tables
18 dozen Baking Pans and Trucks
4 - 15 pan capacity Folding Racks
2 - 30 pan capacity Rolling Racks
1 - 20 Gal. Copper Kettle
1 - 30 Gal. Hand Mixing Bowl
Assorted knives, cookie cutters, rolling pins, apple peelers
1 Cookie Machine (Hand operated) Cookie-King
1 - 8" Pie Crimper
1 - 8'3" Wood Work Table
6 - 50 cup coffee pots, stainless steel
10 Dozen stove pans 9" x 25"
60 Cup Cake Frames (1 dozen each)
1 Automatic Donut Filler

1 - 5' Ornament Wall Case
2 National Cash Registers
3 - 6' Floor Display cases
1 - 6' Refrigerated Display Case (Floor)
1 - 5' Refrigerated Display Case (Wall)
1 - 8' Wall Case (Back Bar)
1 - 13' Wall Case (Back Bar)

6 ft. Desk
8 inch file cabinet

ALL OF THE AFORESAID PROPERTY IS NOW LOCATED AT 509 SOUTH CAMP MEADE ROAD,
LINTHICUM, MARYLAND

Mailed to: Joseph P. Huesman Esq.

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee Ridout Restaurant Ltd. T/A Maryland Way Restaurant Name or Names

210 HOLIDAY COURT ANNAPOLIS MD 21401 Address - Street No. City-County State Zip Code

2. Lessor The Equipment Leasing Company Ruxton Towers, Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

- 1 NCR PC 4 Terminal Keyboard S/N 15-15403184
1 FX 80 Printer S/N 419209
Software, Accounts Payable, Payroll, General Ledger



RECEIVED FEB 26 1985 12:00 PM

Lessee: Ridout Restaurant Ltd. T/A Maryland Way Restaurant Lessor:

THE EQUIPMENT LEASING COMPANY

(Signature of Lessee)

(Signature of Lessor)

JAMES P. CANARY (Type or Print) (Include Title)

G. ARNOLD KAUFMAN VICE PRESIDENT (Type or Print) (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to: The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

Mailed to Secured Party

12/2/85

1985 FEB 26 AM 11:24

AA 11/15/85

LIBER - 482 PAGE 548

255684

NOT TO BE RECORDED IN LAND RECORDS FINANCING STATEMENT NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee Phipps Body Works Inc.
T/A Jeff & Carls Auto Body

Name or Names
1797 West Street
Annapolis, Maryland 21401

Address - Street No. City-County State Zip Code

2. Lessor The Equipment Leasing Company
Ruxton Towers, Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)

Frame Equipment

Lessee: Phipps Body Works Inc.
T/A Jeff & Carls Auto Body

[Signature]
 (Signature of Lessee)

J.L. TITUS OWNER
 (Type or Print) (Include Title)

Lessor: THE EQUIPMENT LEASING COMPANY

[Signature]
 (Signature of Lessor)

G. ARNOLD KAUFMAN, VICE PRESIDENT
 (Type or Print) (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to: The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

1985 FEB 15 AM 11:28
NOV 1 10 07 AM '85



RECORDED FEE 12.00
SEARCH FEE .50
NOV 15 1985

12.00
1.50

Mailed to Recipient Party

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

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

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

This financing statement Dated 01/28/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARSHALL HALL AND CATHERINE HALL

Address 1305 G. CLEVELAND ST. ANNAPOLIS, MD 21401

2. SECURED PARTY

Name MARWEST FINANCIAL LEASING, INC

Address 2020 D WEST ST ANNAPOLIS, MD 21401

RECORD FEE 12.00
POSTAGE .50
#04651 0345 401 115#28
FEB 26 1985

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 Refrigerator, 1 Freezer, 1 Stove,
- 1 Vacuum Cleaner, 2 Air Conditioners, 1 Living Room Set,
- 1 Dining Room Set, 2 Bedroom 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)

Marshall Hall Sr.
(Signature of Debtor)

MARSHALL HALL SR

Type or Print Above Name on Above Line

Catherine Hall
(Signature of Debtor)

CATHERINE HALL

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
50

Mailed to Secured Party

1985 FEB 26 PM 3:39
E. AUGREY COLLISON
CLERK

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 JANUARY 23, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RUSSELL G HALL AND ANNE HALL
 Address 10 CHESTON AVE, ANNAPOLIS, MD, 21401

2. SECURED PARTY

Name NORVEST 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 Refrigerator, 1 Stove, 1 Vacuum Cleaner,
 2 Air Conditioners, 1 Living Room Set, 1 Bedroom Set, 1 Dining Room Set,

RECORDED
 POSTAGE 12.00
 .50
 004872-0345 R01 715:299
 FEB 26 85

1985 FEB 26 PM 3:39
 E. ADRIAN 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)

Russell G Hall
 (Signature of Debtor)

RUSSELL G HALL
 Type or Print Above Name on Above Line

Anne L. Hall
 (Signature of Debtor)

ANNE L HALL
 Type or Print Above Signature on Above Line

Glenn F. Foehl
 (Signature of Secured Party)

GLENN F FOCHT
 Type or Print Above Signature on Above Line

12.00
 82

Mailed to Secured Party

MARYLAND

255700-1/34 R

FINANCING STATEMENT

Filing File No.

INDEX - 482 PAGE 551

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 JANUARY 16, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PAUL B RECTOR AND BARBARA RECTOR
Address 1730 UNDERWOOD RD, GAMBRILLS, MD, 21054

2. SECURED PARTY

Name NORTHWEST 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 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

E. AUSTIN COLLISON
CLERK

1985 FEB 26 PM 3:39



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)

Signature of Paul B. Rector
(Signature of Debtor)

PAUL B RECTOR
Type or Print Above Name on Above Line

Signature of Barbara Ann Rector
(Signature of Debtor)

BARBARA ANN RECTOR

Type or Print Above Signature on Above Line

Signature of Glenn F. Foehl
(Signature of Secured Party)

GLENN F FOEHL

Type or Print Above Signature on Above Line

1200
88

Mailed to Secured Party

LIBER

STATE OF MARYLAND

FINANCING STATEMENT LIBER - 482 PAGE 552

Identifying File No.

255781 28/36 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 JANUARY 23, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN H WOODSON AND PATRICIA WOODSON
Address 4865 ANCHORS WAY, GALESVILLE, MD, 20765

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC
Address 2020 D WEST STREET ANNAPOLIS, MD, 21401

RECORD FEE 12.00
FEB 26 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)

3 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

1985 FEB 26 PM 3:39
E. ABBEY 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)

Handwritten signature of John H. Woodson

(Signature of Debtor)

JOHN H WOODSON

Type or Print Above Name on Above Line

Handwritten signature of Patricia Woodson

(Signature of Debtor)

PATRICIA WOODSON

Type or Print Above Signature on Above Line

Handwritten signature of Douglas M. Smith

(Signature of Secured Party)

DOUGLAS M SMITH

Type or Print Above Signature on Above Line

Mailed to Secured Party

1200 50

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM UCC-2

INSTRUCTIONS

1. This form is designed to avoid double typing when filing with more than one office. Place this form over UCC-1.
2. PLEASE TYPE this form. Fold only along perforation for mailing.
3. SEND all 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee of \$1.00. Type on last line all offices in which Statement is filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5"x8" or 8"x10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
7. At the time of original filing, filing officer will return third copy as an acknowledgment. At a later date, secured party may date and sign the termination legend and use third copy as a Termination Statement.

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)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
New Era Homes, Inc. Industrial Park Rd. Belington, WV 26250	Bradford or Cindy Talbott Rt. #XXXXXXXXXXXXXX Box 35= P. O. BOX 10 BRINGTON, W. VA. 26250	

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

NE#57-84, 24 x 40 Special Nationwide

ASSIGNEE OF SECURED PARTY

RECORD FEE 11.00
 POSTAGE .50
 004125 0345 001 711-33
 FEB 26 85

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

Filed with: Barbour Co. WV Anne Arundel Co. MD

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.

Date 2-5 19 85

By Bradford Talbott
(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 an acknowledgment.

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT

RECEIVED FOR RECORD
 BARBOUR COUNTY
 1985 FEB 26 PM 12:05
 E. AUDREY COLLISON
 CLERK

Mailed to Secured Party 1.20
52

255686

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 recording tax indicate amount of taxable debt here \$ _____

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

This financing statement Dated 1/10/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

- 1. Name of Debtor Norman Deck Corporation T/A Tower Delly
Address Empire Towers 7300 Ritchie Highway Glen Burnie, MD 21061
- 2. Name of Secured Party Food Service Distributing Company, Ltd.
Address DeSoto Business Park 1100 Wilso Drive, Baltimore, Maryland 21223
- 3. Assignee of Secured Prtya _____
Address _____

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)
13/each Tabletops with bases, 1/each Three well hot food pan, 1/each Hot dog grill, 1/each Griddle, 1/each Toaster, 1/each Food steamer, 1/each Millwork front counter, 2/each Back counters millwork, 1/each Hand sink, 1/each Sneezeguard

12.00
.50
304731 2345 001 111436
FEB 26 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)

Norman Deck
(Signature of Debtor)
NORMAN DECK, PRESIDENT
Type or Print Above Signature on Above Line

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

SECURED PARTY
FOOD SERVICE DISTRIBUTING COMPANY, LTD.
(Name of Dealer/Shop)
Frank L. Boyce
(Signature of Secured Party)
FRANK L. BOYCE, PRESIDENT
Type or Print Above Name on Above Line



1985 FEB 26 PM 12:05
E. AVON L. COLLISON
CLERK

125

Mailed to Secured Party

LIBER - 482 PAGE 555

255687

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)
Johnny B. Crews
Donna Crews
728 E. Maple Rd.
Linthecum, MD 21090

2. Secured Party(ies) and address(es)
Maryland National Bank
225 N. Calvert Street
Baltimore, Maryland 21202

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

RECORD FEE 12.00
#04732 0345 601 711437
FEB 26 85

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

1985 38' Senator SunDeck Hull # GSY38105B585

* 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: Clerk of Court - Anne Arundel County, Maryland

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



Mailed to Secured Party

RECEIVED FOR RECORD
CLERK OF COURT, ANNE ARUNDEL COUNTY

1985 FEB 26 PM 12:05

E. AUBREY COLLISON
CLERK

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 1/25/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Environmental Systems, Inc.
Address 131 Church Rd, Arnold, Md. 21012

2. SECURED PARTY

Name Charles A. Murray ITF Luis
Address 10014 N. Dale Mabry, Suite 101, Tampa, Fla 33618

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) 1/25/88

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

- SN# H04203-A 1 LEADING EDGE P.C. / COLOR MONITOR SN# 6406400
- 1 PANASONIC KX 1092 PRINTER SN# 4IMADB07482
- SOFTWARE - Nutshell Accounting Partner

RECORD FEE 11.00
POSTAGE .50
#04723 C345 R01 T11:30
FEB 26 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)

George S. Sharkins
(Signature of Debtor)

George S. Sharkins, President
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles A. Murray
(Signature of Secured Party)

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

BL CLERK

1985 FEB 26 PM 12:05

Mailed to Secured Party

11.10
40

255689

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor (Last Name First) and address(es) ASSIGNOR: Computervision Corporation 100 Crosby Drive Bedford, Massachusetts 01730	2. Secured Party(ies) and address(es) TransCapital Computer Corporation 8150 Leesburg Pike Vienna, Virginia 22180	For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
404379 0345 001 10:00
FEB 26 85

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

See Schedule A attached hereto.

Contract No. NDA904-85-C-9019
Ft. Meade, MD

NOT SUBJECT TO RECORDATION TAX.

5. Assignee(s) of Secured Party and Address(es)
Wells Fargo Bank, N.A.
Equipment Finance Center
#489
343 Sansome Street
San Francisco, CA 94163

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: County of ~~Anne Arundel~~ Maryland
Prince Georges

Anne Arundel County

COMPUTERVISION CORPORATION

TRANSCAPITAL COMPUTER CORPORATION

By:

[Signature]
Signature(s) of Debtor(s)

By:

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

BL
CLERK

Mailed to Secured Party

RECEIVED
1985 FEB 26 AM 11:24
E. ANDREW COLLISON
CLERK

11.00
58

SCHEDULE A

LIBER - 482 PAGE 558

The Equipment

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>SERIAL NO.</u>
1	Design VX Comp. System	1	3789/4411119
2	Instaview HC, a high resolution color raster display graphics work station.	2	11892 12076
3	Reference Table and Chair	2	41521 40601
4	8"x8" hard copy unit 80 cps line printer	2	4087516 4087300
5	P-1000	1	1726
6	Plotter Processing Unit (PPU)	1	4241173

EQUIPMENT LOCATION: Maryland Procurement Office
9800 Savage Road
Ft. George G. Meade, Maryland 20755

TO BE RECORDED IN THE UNIFORM
COMMERCIAL CODE RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor: JOEL A. LEVIN
Address: 1222 A. Boucher Drive
Annapolis, Maryland 21403
2. Secured Party: SECOND NATIONAL BUILDING & LOAN, INC.
Address: P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.
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

BL
LEVIN
1995 FEB 26 PM 2:53
E. MURPHY COLLISON
RECORD FEE 17.00
POSTAGE 2.00
TOTAL DUES 19.00

FEB 26 85

1700
32

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.

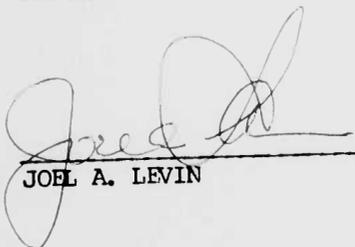
(c) All money on deposit at any time and from time to time in the **2060 West Street** created by the Loan Agreement executed even date hereto between the Debtor and the Secured Party.

4. The aforesaid items are included as security in a Deed of Trust executed even date hereto between the Debtor and **Marion J. Minker, Jr.**, and **Henry A. Berliner, Jr.**, Trustees, for the benefit of the Secured Party and recorded or intended to be recorded among the Land Records of **Anne Arundel County, Maryland.**

5. Proceeds of the collateral are also covered hereunder.

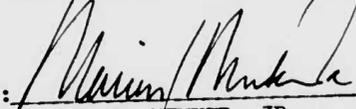
6. Property description: See attached **Exhibit A.**

Debtor:

 (SEAL)
JOEL A. LEVIN

Secured Party:

SECOND NATIONAL BLDG. & LOAN, INC.

BY:  (SEAL)
MARION J. MINKER, JR.
Senior Vice President

Dated: November 5, 1984

MR. CLERK: Return to:

Edward O. Wayson, Jr., Esq.
DOWNS, WAYSON & KLOS, P.A.
77 West Street, P. O. Box 428
Annapolis, MD 21404

EXHIBIT A

BEGINNING for the same at a point located at the intersection formed by the north right of way line of Maryland Route 450 (as shown on State Roads Commission Plat 27188) with the west side of a 25 foot road as shown on a plat of the property of Robert M. Hopkins (commonly referred to as the Hopkins Subdivision) and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.M.B. 24, page 172;

THENCE running from the place of beginning so fixed and leaving said Maryland Route 450 and running with the west side of said 25 foot road, with use in common, North 07 degrees 24' 53" East, 219.23 feet to a point located at the intersection formed by the westside of said 25 foot road with the southwest right of way line of the old W.B. & A Railroad (abandoned); said point also being at the northeastern corner of Lot One as shown on the above mentioned plat of the Hopkins Subdivision;

THENCE leaving said Lot One and running with extension northerly of the west side of the said 25 foot road, North 07 degrees 24' 53" East, 35.75 feet to intersect the centerline of said railroad right of way (66 feet wide);

THENCE running with the centerline of said railroad right of way North 59 degrees 57' 51" West, 57.30 feet to intersect the right of way line of the State road right of way as shown on State Road Commission Plat No. 9915;

THENCE with said right of way, South 20 degrees 58' 44" East, 53.68 feet;

THENCE with the right of way line as shown on State Road Commission Plat No. 27188 South 57 degrees 10' 26" West, 35.96 feet, South 12 degrees 31' 35" West, 111.50 feet, and South 26 degrees 43' East, 115.39 feet to the place of beginning;

CONTAINING 0.275 acres, more or less, and as described by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in June 1980 from a field survey made in 1964.

BEING all of the remainder of the conveyance from Wilford T. Azar and Mary Frances Azar, his wife, to Robert S. Layne and Edith E. Layne, his wife, by deed dated November 21, 1950, and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 600, page 517; and also being all of the property conveyed by the State Road Commission of Maryland to Edith E. Layne, Marilyn E. Hugg, and Charles H. Hugg, her husband, by deed dated March 17,

LIBER - 482 PAGE 562

1964, and recorded among the said Land Records in Liber L.N.P. 1746, page 397; and also being part of the old W.B. & A. Railroad right of way; and also being the remainder of the property described in a Deed from Matthew S. Evans, Trustee, unto Edith E. Lane and Marilyn Lane Hugg dated January 19, 1953 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 736, folio 246, the said Edith E. Lane having departed this life on or about May 4, 1968, leaving the said Marilyn Lane Hugg as her sole heir at law.

TOGETHER with all of the right, title, interest and estate of the Grantors in and to a 25 foot lane as laid out on the Plat of the Property of Robert M. Hopkins, Parole, Maryland, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book W.M.B. No. 24, folio 172.

TOGETHER with, also, a non-exclusive easement or right of way as described in a Deed of Easement by and between Bernard W. Sears, et al, and Charles H. Hugg and Marilyn E. Hugg, his wife, dated July 1, 1974, and recorded among the Land Records of Anne Arundel County in Liber 2689, folio 744.

BEING the same property in Liber 3325, folio 732.

*The Above Described Property
Being Now Known For Purposes of
Assessment + Taxation As
Suites 100, 101, 200, 201, 300 + 301
5060 - WEST Condominium
ALL AS SHOWN
All in Condo Plat Book E 26
Folios 23 + 24*

Mailed to: Atlantic Title Co.

255690

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 Feb. 8, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Banks, Inc., T/A Budget Auto & Tire Center

Address 260 Solomons Island Rd. Annapolis, Md. 21401

2. SECURED PARTY

Name Chesapeake Rim & Wheel Dist., Inc.

Address 7601 Pulaski Hwy. Baltimore, Md. 21237

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

3. Maturity date of obligation (if any) N/A

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

1- MC59 Ben Pearson Pipe Bender M-10603-S serial number

RECORD FEE 12.00
POSTAGE .50
#04824 0040 R01 T14143
FEB 26 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)

Douglas M. Banks
(Signature of Debtor)

Douglas M. Banks
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Trudi Buscemi
(Signature of Secured Party)

Trudi Buscemi Credit Manager
Type or Print Above Signature on Above Line

BL
CLERK

1985 FEB 26 PM 2:57
E. AUGUST COLLISON
CLERK

12⁰⁰ 3

Mailed to: Mailed to Secured Party

BJ2501EP73

25569T

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) RIGGS, Alvin E. 5626 Exeter Street Churchton, MD 20733	2. Secured Party(ies) and Address(es) Ford Motor Credit Company 2401 Research Blvd Rockville, Maryland 20850
--	---

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

RECORD FEE 11.00
 POSTAGE .50
 004827 0040 001 114:46
 FEB 26 85

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

1 Ford tractor, Model AV313A, Serial #UV01187.

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Conditional Sales from Gateway Ford Tractor

Filed with:

Clerk of the Court

x *Alvin E. Riggs*
 ALVIN E. RIGGS (SIGNATURE OF DEBTOR)
 (SIGNATURE OF DEBTOR)

Ford Motor Credit Company (NAME OF SECURED PARTY)
T. D. Sterling
 BY T. D. Sterling Assistant Branch Manager
 PRINTED IN U.S.A.

FMCC JUN 64 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED



RECEIVED FOR RECORD
CLERK OF COURT, ST. LOUIS COUNTY

1985 FEB 26 PM 2:58

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

110 5

FINANCING STATEMENT

255692

* The underlying secured transaction being publicized by this
* Financing Statement is not subject to the Recordation Tax imposed
* by Article 81, Section 277, 278 Annotated Code of Maryland, as
* amended.
*

Debtor: Mike Manos
250 Brock Bridge Road
Laurel, Maryland 20707

Secured Party: TRIPLE J, INC.
c/o James D. Jones, President
7432 Old Alexander Ferry Road
Clinton, Maryland 20745

This Financing Statement covers the types of property described in
Schedule "A" which is attached hereto and made a part hereof.

Secured Party:
TRIPLE J., INC.

Debtor:

RECORD FEE 15.00
POSTAGE .50
20-5530 0440 201 17144Z
FEB 26 85

By James D. Jones, President
JAMES D. JONES, President

MIKE MANOS

To the Filing Officer: Upon recordation hereof please mail to:

Andrew P. Interdonato, Esquire
4700 Auth Place, Suite 507
Camp Springs, Maryland 20746



RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1985 FEB 26 PM 2:58

E. AUBREY COLLISON
CLERK

1300 3

SECURITY AGREEMENT

Debtor:

MIKE MANOS
250 Brock Bridge Road
Laurel, Maryland 20707

Secured Party:

TRIPLE J, INC.
c/o James D. Jones, President
7432 Old Alexander Ferry Road
Clinton, Maryland 20745

This Security Agreement is entered into this 8 day of February 1985, by and between the Debtor, and the Secured Party,

WITNESSETH:

1. The Debtor has executed and delivered a Promissory Note, bearing the same date hereof, payable to the order of the Secured Party in the amount of \$12,456.63 upon the terms therein recited.
2. The parties hereto agree that the Secured Party is granted a money loaned Security Interest in the property listed and described in Schedule "A" attached to the Financing Statement, both of which accompany this Agreement.
3. The property described in Schedule "A" will be kept at 250 Brock Bridge Road, Laurel, Maryland, and shall not be moved without the prior written consent of the Secured Party.
4. On any default by Debtor in payment of any term or conditions hereunder and on demand of the Secured Party, the Debtor will assemble all property subject to this Security Agreement and make it available to the Secured Party at 250 Brock Bridge Road, Laurel, Maryland.
5. The Debtor will maintain insurance in the amount of at least \$35,000 on said property and will be responsible for the care and maintenance thereof.
6. In the event the Secured Party, in good faith, for any cause deems himself insecure, inasmuch as the prospect of any payment hereunder is impaired, the Secured Party may accelerate the maturity of the indebtedness hereunder and be entitled to immediate payment of said indebtedness.
7. Both the Debtor and Secured Party agree that the law of the State of Maryland shall govern their rights and duties under this Agreement.

Secured Party:

TRIPLE J, INC.,
A Maryland Corporation

By James D. Jones, President
JAMES D. JONES, President

Debtor:

Mike Manos
MIKE MANOS

Mailed to _____

Deli-One Equipment List

1 Built in Walk-in Box	4 Ceiling Fans
1 Casio Cash Register	Assorted pots, pans, utensils silverware, plateware, glassware
Shelving	Assorted pictures, mirrors
2 Microwave Ovens (Litton)	
1 Beckel Slicer	
1 Sandwich Unit	
12 Tables	
40 Chairs	
1 Peerless Pizza Oven	
1 Bakers Pride Oven	
1 Gas stove (oven below inoperable)	
2 Stainless Steel tables (pizza area)	
2 Stainless Steel tables (adjoining dishwasher)	
1 Three compartment Sink	
1 Two compartment Sink	
1 Wairess Station	
1 Pepsi machine	
1 Scott Ice Machine	
1 Deep Fryer (not hooked up)	
1 Hood System	
1 Hobart Food Chopper	
1 Two door Jordan Freezer	
1 Stainless Steel table	
1 Cincinnati Time Clock	
1 Portable Steam Table	
1 Toaster	
1 Desk & Chair	
1 File Cabinet	

Mike Manos pm.

Sam D. Jan

Mailed to: Andrew P. Interdonato

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 Feb. 8, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Banks, Inc. T/A Budget Auto & Tire Center
Address 260 Solomons Island Rd. Annapolis, Md. 21401

2. SECURED PARTY

Name Chesapeake Rim & Wheel Dist., Inc.
Address 7601 Pulaski Hwy. Baltimore, Md. 21237

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

3. Maturity date of obligation (if any) N/A

RECORD FEE 12.00
MORTGAGE .50

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

MD4831 040 801 114 47
FEB 26 85

Assorted automobile and truck replacement parts as covered by our daily invoices and statement of account.

~~_____~~

RAE
AMB

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)

1985 FEB 26 PM 2:58
E AUBREY COLLISON
CLERK

BL
CLERK

Douglas M. Banks
(Signature of Debtor)

Douglas M. Banks
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Trudi Buscemi
(Signature of Secured Party)

Trudi Buscemi Credit Mgr.
Type or Print Above Signature on Above Line

Mailed to Secured Party

128 32

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. \$ 2881.46

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

This financing statement Dated 1/18/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN AND ROSE SNYDER
Address 86 JOHNSON ROAD PASADENA, MD. 21122

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.
Address P.O. BOX 249 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)

- 3 T.V.
1 Washer
1 Refrig
1 Freezer
1 Stove
2 Vacuum Cleaners
1 Air Conditioner
1 Lining Room SET
3 Bedroom Sets
1 Boat

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50
#04833 004 801 114449
FEB 26 85

CHECK THE LINES WHICH APPLY

BL CLERK

(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)

Rose Snyder (Signature of Debtor)

ROSE SNYDER
Type or Print Above Name on Above Line

John Snyder (Signature of Debtor)

JOHN SNYDER
Type or Print Above Signature on Above Line

Mary E. Hicks (Signature of Secured Party)

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

Mailed to Secured Party

1985 FEB 26 PM 2:58
E AUBREY COLLISON
CLERK

12.00
17.50
.50

#13755

LIDER - 482 PAGE 570

FINANCING STATEMENT FORM UCC-1

Identifying File No. 255695

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 1-22-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DeCarla Ind., Inc. dba Ritchie Motel

Address 5010 Ritchie Hwy., Balto. Md. 21225

2. SECURED PARTY

Name RCA Service Co.

Address 9020 Red Branch Road, Columbia, Md. 21045

RECORD FEE 12.00
POSTAGE .50
#04834 0040 R01 T14:51
FEB 26 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)

All RCA Televisions and Accessories.

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 S. Meade
(Signature of Debtor)

JOHN S. MEADE, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

L.M. KELLNER
(Signature of Secured Party)

L.M. KELLNER

Type or Print Above Signature on Above Line



Mailed to Secured Party

RECEIVED FOR RECORD
HARFORD COUNTY

1985 FEB 26 PM 2:58

E. AUDREY COLLISON
CLERK

12.00

LIBER - 482 PAGE 571

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 436

Page No. 503

Identification No. 237575

Dated 4/24/81

1. Debtor(s) Double Scoop Ice Cream Parlour, Inc.
Name or Names—Print or Type
250 West Joyce Lane, Arnold, Anne Arundel, Md. 21012
Address—Street No., City - County State Zip Code

2. Secured Party First National Bank of Maryland
Name or Names—Print or Type
P.O. Bx1657, Salisbury, Wicomico, Maryland 21801
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

RECORD FEE 10.00
POSTAGE .50
#04839 0040 R01 714:54
FEB 26 85

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>

Dated: February 11, 1985

First National Bank of Maryland
Name of Secured Party

Return to: First National Bank of Md.
P. O. Box 1657
Salisbury, Md. 21801

[Signature]
Signature of Secured Party
Jon P. Sherwell, Vice President
Type or Print (Include Title if Company)

FMB 1218 NS

WEST VIRGINIA STATE COURT
SALISBURY, WICOMICO COUNTY

1985 FEB 26 PM 2:59

E. AUBREY COLLISON
CLERK

Mailed to Secured Party



10.00

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 79,246.59
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
Mistral, Inc.
7222 Parkway Drive
 (Name)
Hanover Maryland 21076
 (Address)

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Steven E. Lehukey
 (Name of Loan Officer)
25 S. Charles Street
 (Address)
Baltimore, Maryland 21201

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

SEE ATTACHED

E. ANDREW COLLISON

1985 FEB 26 PM 3:38



RECORD FEE 11.00
 RECORD TAX 553.00
 PORTAGE .50
 #04847 0345 001 115:24
 FEB 26 85

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. 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.

DEBTOR (OR ASSIGNOR)
Mistral, Inc. (Seal)
J. A. Seicke (Seal)
 (Signature)
Alex P. Schuster, President
 (Print or Type Name)
 J. A. SEICKE, TREASURER

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 _____ (Signature)
 _____ (Print or Type Name)

Mailed to Secured Party

11.00
 553.00
 50

LIBER - 482 PAGE 573

MISTRAL

MV400 System Model E8760-L w/2MB Memory & Battery backup unit, Model E8746A
Switch select 800/1600 tape drive - E6026
EC & IC cables & controllers (1 set) - 005-15551
10 - Model D210 Terminals - E6168-N
354 MB Disk Subsystem Model E6236
600 LPM Band Printer, Model E4364
2 - Model D460 Terminals E6167-N
MV4000 Power Conditioner (no model #)

laj/3494X

Mailed to Secured Party

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 15,000.00
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Bernstein and Feldman, P.A.

79 West Street
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)

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

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral): The property herein called "Equipment", which is described below and in any separate schedule at any time delivered by Borrower to Bank, including all improvements and accessions thereto and all spare parts, tools, accessories and attachments now owned or hereafter acquired in connection therewith, and any maintenance agreements applicable thereto. See Attachment A.

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.

1985 FEB 26 PM 3:39
E. AVRETT COLLISON
CLERK

BL
CLERK

RECORDED 11.00
RECORD TAX 105.00
POSTAGE 50
914882 03:45 PM 1985
FEB 26 85

Debtor (or Assignor)

Bernstein and Feldman, P.A.

BY: Jerome I. Feldman, President

BY: Alan Bernstein, V.P. and Secretary

Secured Party (or Assignee)

First National Bank of Maryland

BY: Margaret R. Anderson
Margaret R. Anderson, Loan Officer

FNB 0860-A

Type or print names under signatures

"I certify that recordation tax of \$ 105.00 was paid to Anne Wendel County on February 1, 1985."

Margaret R. Anderson
Authorized Signature
11.00
105.00
50

LIDER - 482 PAGE 575

ATTACHMENT A

HARDWARE	
IBM PERSONAL COMPUTER AT 512K MEMORY 1.2MB DISK DRIVE, 360K DRIVE 20MB HARD DISK IBM MONOCHROME DISPLAY HERCULES GRAPHICS CARD HP LASER JET PRINTER PAPER TRAY 8 1/2 X 11 FONT CARTRIDGE	
TOTAL OF HARDWARE	\$10,883.00
SOFTWARE	
IBM DOS 3.0 MULTIMATE WORD PROCESSING	
TOTAL OF SOFTWARE	\$ 560.00
SUPPLIES PACKAGE	\$ 331.00
SERVICE AGREEMENT	\$ 750.00

Bernstein and Feldman, P.A.

BY: *Jerome I. Feldman* President
Jerome I. Feldman, President

BY: *Alan Bernstein* V.P. and Secretary
Alan Bernstein, V.P. and Secretary

Mailed to Secured ~~Part~~

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 01/22/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ELLIS L. VERMETTE AND IRMA LEA VERMETTE
Address 1246 HAWTHORNE ST. SHADYSIDE, MD. 20764

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC
Address 2020 D WEST ST. ANNAPOLIS, MD. 21401

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

3. Maturity date of obligation (if any) _____

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

- 1 Color Television, 1 Stereo, 1 Washer, 1 Dryer, 1 Microwave Oven,
- 1 Refrigerator, 1 Kenmore Freezer, 1 Stove, 1 Sewing Machine,
- 2 Vacuum Cleaners, 2 Air Conditioners, 1 Living Room Set,
- 3 Bedroom Sets, 1 Dining Room Set

RECORDED FEE 12.00
POSTAGE .50

#04849 0345 R01 T15:27

FEB 26 85

1985 FEB 26 PM 3:39
E. ANDREY & 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)

Ellis L. Vermette
(Signature of Debtor)
ELLIS L VERMETTE

Type or Print Above Name on Above Line
Irma Lea Vermette
(Signature of Debtor)
IRMA LEA VERMETTE
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

FINANCING STATEMENT FORM UCC-1

Identifying File No.

255697 3017 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 JANUARY 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name THOMAS MOULDEN JR AND MARY MOULDEN
Address 750 MAYARD RD, EDGEWATER, MD, 21037

2. SECURED PARTY

Name NORTHWEST 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 Dryer, 1 Microwave Oven, 1 Refrigerator, 1 Stove, 1 Vacuum Cleaner, 1 Living Room Set, 1 Bedroom Set, 2 Air Conditioners,

RECORD FEE 12.00
POSTAGE 50
SEARCHED INDEXED SERIALIZED FILED

1985 FEB 26 PM 3:39
E. AUBREY COLLISON
CLERK



CHECK THE LINES WHICH APPLY

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

Signature of Debtor: Thomas Moulden Jr
THOMAS MOULDEN JR
Type or Print Above Name on Above Line
Signature of Debtor: Mary Moulden
MARY MOULDEN
Type or Print Above Signature on Above Line

Signature of Secured Party: Glenn F. Focht
GLENN F FOCHT
Type or Print Above Signature on Above Line

Mailed to Secured Party

12.00
88

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253172

RECORDED IN LIBER 476 FOLIO 161 ON August 8, 1984 (DATE)

1. DEBTOR

Name ROMAIN N MAYBERRY

Address BOX 252, SUNDERLAND, MD 20689

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)

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: TERMINATION <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#04883 0345 R01 TOP#21
FEB 27 85

E. AUBREY COLLISON
CLERK

RECEIVED FEB 27 AM 10:36

J.A. CLERK

Dated 02/07/85

Abigail M Dohm
(Signature of Secured Party)

ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to: Mailed to Secured Party

10.00
82

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252776

RECORDED IN LIBER 475 FOLIO 160 ON July 24, 1984 (DATE)

1. DEBTOR

Name DIANE V NELSON

Address 57 COLLEGE CREEK TERRACE, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name NORWST 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)

REG. FEE 10.00
POSTAGE .50
FEB 27 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 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>

RECEIVED FOR RECORD
ANNAPOLIS, MD
1985 FEB 27 10:36
E. ADHREY / COLLISON
CLERK



Dated 02/07/85

Abigail M Dohm
(Signature of Secured Party)

ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

10.00
86

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253436

RECORDED IN LIBER 476 FOLIO 570 ON August 17, 1984 (DATE)

1. DEBTOR

Name ELLIS L VERMETTE
Address 1246 HAWTHORNE ST, SHADYSIDE, MD 20764

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) _____

RECORD FEE 10.00
POSTAGE .50
#048885 045 PM 109:22
FEB 27 85

FORM OF STATEMENT CHECK 985 FEB 27 AH 10:36

<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>

WELLS
E. ADAMS & COLLISON
CLERK



Dated 02/07/85

Abigail M Dohm
(Signature of Secured Party)

ABIGAIL M DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

10.00
82

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253165

RECORDED IN LIBER 476 FOLIO 140 ON August 8, 1984 (DATE)

1. DEBTOR

Name MARSHALL HALL SR AND CATHERINE HALL

Address 1806 G COPELAND ST, ANNAPOLIS, MD 21401

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) _____

RECORDS FEE 10.00
STAMP 50
#14387 CASE NO. T09124
FEB 27 85

CHECK FORM OF STATEMENT

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

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

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

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

1985 FEB 27 AM 10:36
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
FROM MARYLAND COUNTY



Dated * 02/07/85

Abigail M. Dohm
(Signature of Secured Party)

ABIGAIL M. DOHM
Type or Print Above Name on Above Line

Mailed to Secured Party

10.00
52

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250285

RECORDED IN LIBER 460 FOLIO 52 ON January 4, 1984 (DATE)

1. DEBTOR

Name RUSSELL G HALL AND ANNE HALL

Address 10 CHESTON AVE, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC

Address P O BOX 532

ANNAPOLIS, MD 21404

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

RECORD FEE 10.00

POSTAGE .50

REGISTER C-145 #01 T09#24

FEB 27 85

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.)

Dated 02/07/85

Abigail M. Dohm
(Signature of Secured Party)

ABIGAIL M DOHM

Type or Print Above Name on Above Line

1985 FEB 27 AM 10:36
E. ALDENY COLLISON
TO FILE

Mailed to Secured Party

10.00
50

FINANCING STATEMENT FORM UCC-1

255702

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. \$ 3606.91

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

This financing statement Dated 1/30/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN & SHIRLEY MORAN
Address 8587 MAIN AVE. 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)

- 3 T.V.
1 VCR
3 Stereos
1 Washer
1 Dryer
1 Dishwasher
1 Frig
1 Stove
1 Vacuum Cleaner
4 Bedroom SETs
1 Dining Room SET
1 Living Room Set
1 Sewing Machine

RECORD FEE 12.00
RECORD TAX 24.50
POSTAGE .50
1985 FEB 27 AM 10:25
FEB 27 85

CHECK THE LINES WHICH APPLY

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

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

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

John Edward Moran III
(Signature of Debtor)

JOHN MORAN 3
Type or Print Above Name on Above Line

Shirley C. Moran
(Signature of Debtor)

SHIRLEY MORAN
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



RECEIVED FOR RECORD
CIRCUIT COURT FOR BALTIMORE COUNTY
1985 FEB 27 AM 10:36
E. ANDREW COLLISON
CLERK

12.00
24.50
58

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 255703

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. \$ 2630.50

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

This financing statement Dated 1/30/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EVA & RANDOLPH SIMMS
Address 1 PATAPSCO ROAD LINTHICUM, MD. 21090

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.
Address 7528 RITCHIE HWY. GLEN BURNIE, M:D. 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.
! STEREO
1 LIVING ROOM SET
2 BEDROOM SETS
1 DINING ROOM SET
! FRIG
1 STOVE
1 WASHER
1 DRYER

CHECK [X] THE LINES WHICH APPLY

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

RECORD FEE 12.00
RECORD TAX 17.50
NOTARAGE .50
404890 0345 R01 109:26
FEB 27 85

RECEIVED BY CLERK
1985 FEB 27 AM 10:37
EMILY COLLISON
CLERK



Signature of Debtor: Randolph Simms
Type or Print Above Name on Above Line: RANDOLPH SIMMS
Signature of Debtor: Eva J. Simms
Type or Print Above Signature on Above Line: EVA SIMMS

Signature of Secured Party: Mary E. Hicks
Type or Print Above Signature on Above Line: MARY E. HICKS
Fees: 12.00, 17.50, 50

Mailed to Secured Party

LIBER - 482 PAGE 585

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

February 8, 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. 241320 in Office of W. Barnett Lawrence (Filing Officer) Anne Arundel Co MD (County and State)

Debtor or Debtors (name and Address):

JAMES L FORD
James Ford
1988 Columbia Pike
K. Wright Hill, MD 21043

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

Mailed to:

WORLDWIDE FINANCE CORPORATION
477 SUBSIDIARY COMPANIES
10000 W. BRIDGE HWY.
ANNAPOLIS, MD. 21061

RECEIVED IN ANNE ARUNDEL COUNTY
1985 FEB 27 AM 10:37
AUBREY COLLISON

REGION FREE 10.00
POSTAGE 1.50
ANAPOLIS 0345 PM 109:28
FEB 27 85

846006

10.22
50

1999B

LIBER - 482 PAGE 586

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

.....
FEBRUARY 5, 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. 229,890..... in Office of WATSON AM Co. MD
(Filing Office) (County and State)
Debtor or Debtors (name and Address): 1108 Dupont Ave.
James + Don McNamee
Woodera MD 21122

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.

STANDARD FEE 10.00
REGISTRATION FEE .50
#44972 C145 F01 109+29
FEE 27 85

HORSCHOLD FINANCE CORPORATION
AND SUBSIDIARY COMPANIES

Secured Party.....
By M. O. Jones
Its Branch Office Manager
McNamee

7512 WISCONSIN HWY.
GLEN BURNIE, MD. 21061

REGISTERED FOR RECORD
REGISTERED IN LIBRARY
1985 FEB 27 AM 10:37
E. AUBREY COLLISON
CLERK

10 00
85

85 486-9

LIBER - 482 PAGE 587

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

....., 19 85

RECORD FEE 10.00
POSTAGE .50
MAY 27 09:29
FEB 27 85

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. 844284..... in Office of Baltimore..... Anne Arundel (County and State)
(Filing Office)

Debtor or Debtors (name and Address): Steven A + Mary D. Emge
1128 Middle Court
Abodden Md 21102

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
.....
UNIFORM FINANCING CORPORATION
1200 BOWNE AVE.
BETHESDA, MD, 21061

By [Signature]
Its Branch Office Manager
Mailed to: _____

Form 91 MD (3-79)

RECEIVED
1985 FEB 27 AM 10:37

10.52

E AUBREY COLLISON
CLERK

STATEMENT OF TERMINATION OF FINANCING

Record: Land }
 Financing Statement } Liber 446 Folio 252 File No. 241322

DEBTOR (OR ASSIGNOR)

Name	Address
Fleck Machine Company James B. Fleck T/A .	7177 Ridge Road Hanover, Maryland 21076 Anne Arundel County

SECURED PARTY (OR ASSIGNEE)

[Signature]
THE ELKRIDGE NATIONAL BANK
7290 Montgomery Road
Elkridge, Maryland

21227
The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

THE ELKRIDGE NATIONAL BANK

Dated: 2/07/85, 19.....

By *[Signature]*
SECURED PARTY (OR ASSIGNEE)
R.G. Smith, Asst. Cashier

DISC 16

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 FEB 27 AM 10:38



E. AUBREY COLLISON
CLERK

Mailed to Secured Party

10.00
JG

RECORD FEE 10.00
POSTAGE .50
404874 0345 001 109130
FEB 27 85

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242191
RECORDED IN LIBER 448 FOLIO 541 ON 4-19-82 (DATE)

1. DEBTOR

Name Perry, Peter M.
Address 915 Harwood Rd., Harwood, MD. 20776

2. SECURED PARTY

Name John Deere Co.
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)

RECORDED FEE 10.00
POSTAGE .50

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>

45 ROL TOP: 43
FEB 27 85



1985 FEB 27 AM 10:39
E. AUGREY COLLISON
CLERK

Dated 2-7-85

John Deere Company
(Signature of Secured Party)
[Signature]
Type or Print Above Name on Above Line
R.W. Edwards, Asst. Treas.

Mailed to Secured Party

pb

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. 24

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

1. DEBTOR

255732

Name Homeowners and Contractors

Address Benfield Blvd. & MD Rt. 3 Millersville, MD 21108

2. SECURED PARTY

Name Elliott & Frantz, Inc.

Address 450 E. Church Road, 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)

E 7785 Fiatallis Model 545B s/n 21C04971

RECORD FEE 11.00
104908 0345 R01 TOP-54
FEB 27 85

"This is a Lease Transaction Elliott & Frantz, has a security interest in, both the right to receive rental payments under the lease (and all other payments) and in the reversionary interest in the underlying equipment."

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)

Homeowners and Contractors
(Signature of Debtor)

Mailed to Secured Party

11.00

Type or Print Above Name on Above Line
George A. Edwards
(Signature of Debtor)

Charles F. Palmer, Jr.
(Signature of Secured Party)

GEORGE A. EDWARDS
Type or Print Above Signature on Above Line

Charles F. Palmer, Jr. Treas.
Type or Print Above Signature on Above Line

1985 FEB 27 AM 10:39
E. ADAMS & COLLISON
CLERK



STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 482 PAGE 591
Identifying File No. 255704

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 Phelps Brothers Equipment Rental, Inc.
Address Box 66, Lokus Road, Odenton, MD 21113

2. SECURED PARTY

Name Deutsche Credit Corporation
Address One Penn Center West #201, Pittsburg, PA 15276

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

3. Maturity date of obligation (if any) _____

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

One (1) Model 600 Baywood Firewood Processor
S/N 1-14-85600 complete with live deck loading conveyor.

RECORDS FEE 11.00
104910 0345 201 109:56
FEB 27 85

NOT SUBJECT TO
RECORDATION TAX

CHECK THE LINES WHICH APPLY

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

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

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

Phelps Brothers Equipment Rental, Inc.
Richard Wayne Bentley
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Deutsche Credit Corporation

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECEIVED BY RECORDS CLERK
1985 FEB 27 AM 10:39
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

90-000034 a a

STATE OF MARYLAND
LIBER - 482 PAGE 592
FINANCING STATEMENT FORM UCC-1

255705

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 1/29/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MANRESA ON SEVERN, INC.

Address 85 Manresa Drive, Annapolis, MD 21404

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 - 30 lb. Washer Model 8406-18510
- 2 - 30 lb. Dryers Model 012065 RJ
012069 RJ

RECORD FEE 11.00
#04911 0345 PM 109:57
FEB 27 85

1985 FEB 27 AM 10:41
E. AUGER COLLISON
CLERK

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)

Joseph R. Lersch
(Signature of Debtor)

Rev. Joseph Lersch, SJ
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Louise E. Neutze
(Signature of Secured Party)

Louise E. Neutze, Vice Pres.
Type or Print Above Signature on Above Line

11.00

Mailed to Secured Party

255706

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. \$ 4978.69

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

This financing statement Dated JAN 21, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WALTER & NORMA BAER
Address 1903 BASTILE CT SEVERN, MD. 21144

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)

HOUSEHOLD GOODS,
APPLIANCES,
FURNITURE,
CAR.

RECORD FEE 12.00
RECORD TAX 31.50
POSTAGE .50
#04916 0345 R01 T10+00
FEB 27 85

1985 FEB 27 AM 10:41
MARGARET 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)

HOUSEHOLD GOODS,
APPLIANCES,
FURNITURE,
CAR.

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Walter E. Baer
(Signature of Debtor)

WALTER BAER
Type or Print Above Name on Above Line

Norma L. Baer
(Signature of Debtor)

NORMA BAER
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
31.50
20

Mailed to Secured Party

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 3288.20

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

This financing statement Dated 1/23/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GLORIA E. NICHOLSON

Address 7541 E. HOWARD ROAD GLEN BURNIE, MD. 21061

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)

- 1 T.V.
- 1 Stereo
- 1 Stove
- 1 Refrg.
- 1 Living Room Set
- 1 Dining Room SET
- 3 Bed Room Sets
- 1 Vacuum Cleaner
- 1 Washer
- 1 Dryer

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)

Gloria E. Nicholson

(Signature of Debtor)

GLORIA NICHOLSON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mary E. Hicks

(Signature of Secured Party)

MARY E. HICKS

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
#04917 0345 R01 710:01
FEB 27 85

E. A. QUINCY COLLISON
CLERK
1985 FEB 27 AM 10:41

BL
CLERK

11.00
21.00
50

Mailed to Secured Party

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2610.12

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

This financing statement Dated 1/16/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charlotte and Jerry Long

Address 1520 Birchwood Ct. Crofton, Md. 21114

2. SECURED PARTY

Name Norwest Financial Funding Inc.

Address P.O. Box 237 Temple Hills, Md. 20780

RECORD FEE 12.00
RECORD TAX 17.50
POSTAGE .50

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

3. Maturity date of obligation (if any) January 26, 1987

#04940 0040 R01 T10:34
FEB 27 85

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

Household Goods



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STATE OF MARYLAND
1985 FEB 27 AM 11:03
E. ANDREY 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)

Charlotte M. Long
(Signature of Debtor)

Charlotte Long
Type or Print Above Name on Above Line

Jerry L. Long
(Signature of Debtor)

Jerry Long
Type or Print Above Signature on Above Line

Norwest Financial

Donna L. Chesser
(Signature of Secured Party)

Donna L. Chesser
Type or Print Above Signature on Above Line

Mailed to Secured Party

120
11 50 3

LIBER - 482 PAGE 598

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) Glen Burnie Plaza Warehouse Foods, Incorporated 6623 Governor Ritchie Hghwy. North Glen Burnie, Maryland 21061	2. Secured Party(ies) and address(es) P. A. & S. Small Company 1100 N. Sherman Street Box 589 York, Pennsylvania 17402	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #04743 CO40 R01 T10134 FEB 27 85
4. This statement refers to original Financing Statement bearing File No. <u>241343</u> <u>446/287</u> Filed with <u>Anne Arundel County Clerk</u> Date Filed <u>2/2/82</u> 19 <u>82</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.		

No. of additional Sheets presented:

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
By: P. A. & S. SMALL COMPANY
[Signature] Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY



1985 FEB 27 AM 11:03

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

10.00 30

LIBER - 482 PAGE 599

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)	2. Secured Party(ies) and address(es)	For Filing Officer (Date, Time and Filing Office)
Riviera Beach Super Thrift, Inc. 8479 Fort Smallwood Road Riviera Beach, Maryland 21122	P. A. & S. Small Company 1100 N. Sherman Street Box 589 York, Pennsylvania 17402	RECORD FEE 10.00 POSTAGE .50 404942 0040 R01 T104355 FEB 27 1985
4. This statement refers to original Financing Statement bearing File No. <u>243942</u> <u>453/250</u>		
Filed with <u>Anne Arundel County Clerk</u> Date Filed <u>8/26/82</u> 19 <u>82</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.		

No. of additional Sheets presented:

By: _____ P. A. & S. SMALL COMPANY
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable) By: Richard A. Concha Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3



RECEIVED FOR RECORD
CLERK OF COURT, ANNE ARUNDEL COUNTY

Mailed to Secured Party

1985 FEB 27 AM 11:03

E. AUBREY COLLISON
CLERK

255713

LIBER - 482 PAGE 600

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) Elwood G. Trapp, Jr. T/A Trapp Trucking 627 N. Hammond Ferry Rd. Linthicum, Md. 21090	2 Secured Party(ies) and Address(es) Washington Freightliner, Inc. 4100 41st Street Brentwood, Md. 20722	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 404917 0040 R01 T10:38 FEB 27 85
4 This financing statement covers the following types (or items) of property: 1985 Western Star 4964-2 Cab and Chassis Ser.# 912515 1985 J & J 14' Steel Body Ser. # S9021 NOT SUBJECT TO RECORDATION TAX,		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. P.O. Box A College Park, Md. 20740

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

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

Filed with: County

ELWOOD G. TRAPP JR.

WASHINGTON FREIGHTLINER, INC.

WILLIAM O. FENWICK, PRES.

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

By: William O. Fenwick
 Signature(s) of Secured Party(ies)

Filing Officer: Copy-Alphabetical

603469 Rev. 12-80

12.00

RECEIVED FOR RECORD
 CLERK'S OFFICE
 1985 FEB 27 AM 11:03
 E AUBREY COLLISON
 CLERK

BL
 CLERK

**END
LIBER**