

LIBER

492

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) Gould, Inc. Defense Electronics Div. 6711 Baymeadow Drive Glen Burnie, MD 21061	2 Secured Party(les) and address(es) Equitable Life Leasing Corporation 1111 E. Touhy Ave. Suite 340 Des Plaines, Illinois 60018	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 17.00 POSTAGE #04508 0287 102 70435 NOV 27 85

4 This financing statement covers the following types (or items) of property:
 New: SEE SCHEDULE "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR A COMPLETE EQUIPMENT DESCRIPTION #045
 "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

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

Filed with: Clerks of Circuit Courts-MD

Gould, Inc. Equitable Life Leasing Corporation
 Defense Electronics Div. By: *James Stakochi*
 By: *William L. ...* Signature(s) of Debtor(s) Signature of Secured Party

(STANDARD) MODERN LAW FORMS CHICAGO (312) 640-1688
 (1) FILING OFFICER COPY ALPHABETICAL

17003

RECORDED
 1985 NOV 21 AM 10:11 AP
 COLLISION

Mailed to Secured Party

EQUITABLE LIFE LEASING

SCHEDULE "A"

Page 1 of 3

This Schedule A is attached to and a part of Rental Schedule No. 045 to Master Equipment Lease Agreement No. 1-3-10-130249 between the undersigned and Equitable Life Leasing Corporation.

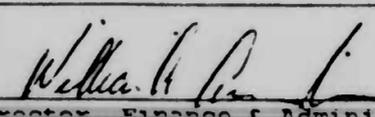
NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	SERIAL NO.	EQUIPMENT COST
New	1	Mori-Seiki Turning Center Method Slant with Fanc 10 TF Control		
	1	Chip Conveyor		
	1	Parts Catcher Lathe Swing Type		
	1	Cultet 16C		
	1	Progressive Bar Puller		
	2	T-1303S Boring Bar Holder 1-1/4 inch		
	1	T-13039 Boring Bar Holder 1-1/2 inch not applicable		
	2	T-20021 Boring Bar Sleeve (1-3/4) 3/4 inch		
	1	T-20023 Boring Bar Sleeve (1-3/4) 1 inch		
	1	T20013 Boring Bar Socket (1-3/4) inch		
	1	T-20015 Boring Bar Sleeve (1-3/4) 1 inch		
	1	T20007 Boring Bar Sleeve (1-1/4) 3/8 inch		
	1	T20009 Boring Bar Sleeve (1-1/4) 1/2 inch		

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Gould, Inc.

(NAME)

SIGN HERE

By: 

Director, Finance & Administration

EQUITABLE LIFE LEASING

SCHEDULE "A"

Page 2 of 3

This Schedule A is attached to and a part of Rental Schedule No. 045 to Master Equipment Lease Agreement No. 1-3-10-130249 between the undersigned and Equitable Life Leasing Corporation.

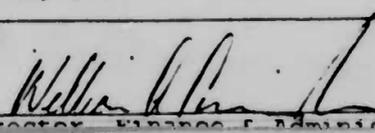
NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	SERIAL NO.	EQUIPMENT COST
	1	T-22013 Morse Taper Sleeve (1-3/4) #3 MT		
	3	1717-00-19 16C Collet One Ea of Following Sizes 1/2"-5/8" - 3/4"		
	11	Collet One Each 1 3/9" - 1 1/2"-1 5/8"-7/8-1-1 1/8-1 1/4-7/8-1-1 1/3"		
	4	16C-EN1-2 Extended Nose Collet		
	1	SS-16C Solid Stud Assy		
	1	LS-16C Long Stop Assy		
	1	16C-15 Stop Urench		
	2	BNV-CLR-150-42 1 1/2" Boring Bar		
	2	GTB-046 1/2" Threading Bar		
	2	GBT-062 5/8" Threading/Grooving Bar		
	2	GBT-180 1" Threading/Grooving Bar		
	2	GBT-143 1 1/4 Threading/Grooving Bar		
	1	VWOR-125-125540 1 1/4" Indexable Drill		
	1	VWDR-075-100318 3/4" Indexable Drill		

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Gould, Inc.

(NAME)

SIGN HERE

By: 

Director, Finance Administration

EQUITABLE LIFE LEASING

SCHEDULE "A"

Page 3 of 3

This Schedule A is attached to and a part of Rental Schedule No. 045 to Master Equipment Lease Agreement No. 1-3-10-130249 between the undersigned and Equitable Life Leasing Corporation.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	SERIAL NO.	EQUIPMENT COST
	1	VWDR-100-125454 1" Indexable Drill		
	2	SDT-37-3 3/8" Dia. Boring Bar		
	2	SDT-50-3 1/2" Dia Boring Bar		
	2	SDT-62-3 5/8" Dia Boring Bar		
	2	SDT-75-3 3/4" Dia Boring Bar		
	2	SDT-100-3 1" Dia. Boring Bar		
	2	BNV-CLR-125-42 1 1/4" Dia Boring Bar		
	2	CCLPR-16-4C 80 Diamond Turing Facing Holder		
	2	MDJNR-16-4C 55 Diamond Profilling Holder		
	2	MVLNR-16-3C 33 Diamond Profilling Holder		
	1	VDG-645 Cutoff Tool Shank		
	1	VDG-188B Cutoff Blade		
	2	SD-TMR-16-3C Threading/Grooving Holder		

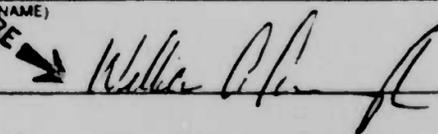
This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

Mailed to Secured Party

Gould, Inc.

SIGN HERE

By:

(NAME)


Director, Finance & Administration

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 11/1/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SHOMENTA: John L.
Address 158 Watergate Drive, Langhorne, PA 19047

RECORD FEE 11.00
POSTAGE .50
RECORDED 11/2 10:43
NOV 21 85

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

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

3. Maturity date of obligation (if any) _____

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

1980 47 1/2' C & C Landfall 48 Fiberglass Hull # CCY48021M82D
1992 113910
1980 80 HP Perkins Diesel Engine # LD20663U676103G
1982 113910

First Assignee:
Horizon Financial, F.A.
808 Masons Mill Business Park
1800 Byberry Road
Huntingdon Valley, PA 19006



Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

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

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

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

Mailed to Assignee

John L. Shomenta
(Signature of Debtor)

John L. Shomenta
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

RECEIVED FOR RECORDING
SUSSEX COUNTY, DE
1985 NOV 21 AM 10:12
E. AUBREY COLLISON
CLERK

Anne Arundel
11-12-85

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

No. of Additional Sheets Presented:

Maturity Date 3. (Optional):

1. Debtor(s) (Last Name First) and Address(es):
Ryan Financial Services Inc.
11700 Beltsville Dr. #610
Beltsville, Md 20705

2. Secured Party(ies): Name(s) and Address(es):
THIRD CENTURY, LTD.
Box 601
Moberly, MO 65270

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

RECORD FEE 17.00
POSTAGE .50
SEARCH 02:37 NOV 21 1985

5. This Financing Statement Covers the Following Types (or Items) of Property:

- (1) Ricoh 5070 Photocopier # 6541003252
 - (1) Ricoh DP32 Document Feed # 8750310500
 - (1) Ricoh CS1510 Sorter # 8841206276
- Cabinet

Lease #157392

6. To be Recorded in Real Estate Mortgage Records

Proceeds of property described hereon or attached Products of the Collateral are Also Covered:

7. Description of Real Estate agreement dated 8/30/85 between Debtor as Lessee and Secured Party as Lessor. The Secured Party is the owner of such property and the Debtor has no right, expressed or implied, to sell, exchange, encumber; or otherwise dispose of such property.

8. Name(s) of Record Owner(s):

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

Heller Financial Inc.
105 West Adams St.
Chicago, Ill. 60603

10. 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, or
- which is proceeds of the following described original collateral which was perfected:

By Ryan Financial Services, Inc.
[Signature] AUP.
Signature(s) of Debtor(s)

By Mary Ellen Van Houten
Signature(s) of Secured Party(ies)

Security Agreement provides reproduction of Security Agreement to be filed as a financing statement. (See #21 on back of Lease Agreement)

Approved By: James Crisp
Secretary of State

(1) FILING OFFICER COPY-ALPHABETICAL FORM UCC-1-MISSOURI UNIFORM COMMERCIAL CODE

Mailed to Assignee

1985 NOV 21 AM 10:12
E. AUGHEY COLLISON
AR

3 THIRD CENTURY, INC.
P.O. Box 601 • Moberly, Missouri 65270

LIBER - 492 PAGE 7
EQUIPMENT LEASE

157392
Lease No. 94289A
Date of Delivery of Equipment To Lessee 8-30-85

JUN 13 1985

LESSEE
(A) Name RYAN FINANCIAL SERVICES
Inc.

SUPPLIER
(B) Name A - Copy

Address 11700 BELTSVILLE DR. #60
City BELTSVILLE
State MO Zip 20705

Address 47 Eastern Blvd
City Blantonbury
State CT Zip 06033

(C) Cust. #15839 **SCHEDULE OF EQUIPMENT LEASED**

UNIT NO	QUANTITY	DESCRIPTION, MODEL NO., SERIAL NO., OR OTHER IDENTIFICATION
Lease # 57392	(1)	RICOH 50705#6541003252 Copier
	(1)	RICOH DF 325#8750310500 Doc feeder
	(1)	CS1510#8841206276 Soter
	(1)	CABINET

(D) Equipment Location if other than Lessee's Address

Address City State Zip

(E) **SCHEDULE OF RENTAL PAYMENTS**

TERM OF LEASE (In Months)	TOTAL NUMBER OF RENTAL PAYMENTS	AMOUNT OF EACH PAYMENT	SECURITY DEPOSIT
<u>60</u>	<u>60</u>	Rent \$ <u>400.72</u> Tax \$ <u>20.03</u> Total \$ <u>420.75</u>	\$ <u>420.75</u> Received

Relundable upon expiration of the Lease provided all Lease terms and conditions have been properly fulfilled by Lessee

TERMS AND CONDITIONS—PLEASE READ CAREFULLY BEFORE SIGNING

- ENTIRE AGREEMENT:** This Lease, which includes the provisions on the reverse side hereof and any other schedule made a part hereof by the parties, constitutes the entire agreement between Lessor and Lessee.
- LEASE:** Lessee hereby leases from Third Century, Inc., a Missouri corporation ("Lessor"), and Lessor leases to Lessee, the personal property described in the Schedule of Equipment Leased above and in any other schedule made a part hereof by the parties (hereinafter called "Equipment"). It is understood and agreed by the parties that in certain states Third Century, Inc. is qualified to transact business under the name "Missouri Third Century, Inc." although Third Century, Inc. and Missouri Third Century, Inc. are one and the same entity. In such states only, this Lease and any documentation entered into in connection herewith shall be deemed to be executed by Missouri Third Century, Inc., and wherever the name "Third Century, Inc." appears herein or therein, the name "Missouri Third Century, Inc." shall be deemed to be substituted in its stead.
- TERM OF LEASE; RENEWAL TERM:** THIS LEASE IS IRREVOCABLE UNTIL TERMINATED AS PROVIDED HEREIN and Lessee's obligations hereunder shall not abate by reason of Lessor's taking of possession of the equipment or for any other reason. The term of this Lease shall be effective upon the delivery of the equipment to Lessee, shall continue for the number of months specified above (the term) following the delivery of the equipment to Lessee, and shall be automatically renewed for an additional one month renewal term at the expiration of the term and at the expiration of any renewal term thereafter, unless Lessor or Lessee shall notify the other as provided in paragraph 19 of this Lease of its intent not to renew this Lease, which notice shall be given at least thirty (30) days prior to the expiration of the term or the renewal term. All of the terms and conditions of this Lease remain in full force and effect until this Lease is terminated as provided herein.
- RENT:** Lessee agrees to pay during the term of this Lease aggregate rent equal to the total number of rental payments specified above, multiplied by the amount of each payment specified above including taxes. The security deposit specified above is payable at the time of the signing of this Lease. The due date of the initial rental payment is the date upon which the equipment is delivered to Lessee, or any later date selected by Lessor. All rent shall be paid to Lessor at the address set forth above, or as otherwise directed by Lessor.
- WARRANTIES:** Lessor will request 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 design or condition of the equipment, its merchantability or its fitness for any particular purpose, its quality, capacity or workmanship, patent infringements or latent defects, or compliance of the equipment with the requirements of any law, regulation, specification or contract relating thereto. 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 the 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 relieve Lessee of the obligation to pay rent or any other obligation under this Lease.

SEE REVERSE SIDE FOR ADDITIONAL TERMS & CONDITIONS

(F) Accepted by Lessor on this 30th day of August 1985
AT MOBERLY, MISSOURI

Proposed by Lessee on this 27th day of August 1985

THIS LEASE IS NOT BINDING UNTIL ACCEPTED BY LESSOR
THIRD CENTURY, INC.

Ryan Financial Services Inc.
CORRECT LEGAL NAME OF LESSEE

By [Signature] President

By X [Signature] ACP 5/23/85
TITLE

(G) **AGREEMENT OF UNCONDITIONAL GUARANTY**

This guaranty agreement is executed for the benefit of Third Century, Inc. its successors and assigns, to induce Third Century, Inc. to enter into the above Lease with the above named Lessee.
The undersigned guarantors jointly and severally unconditionally guarantee the full performance by Lessee of the above Lease, including without limitation the prompt payment when due of each monthly rental payment due and payable under such Lease. The undersigned guarantors agree to pay all costs and expenses, including attorneys fees, incurred by Lessor in enforcing the foregoing Lease and this guaranty agreement. To enforce the liability of guarantors under this guaranty agreement, Lessor shall not be required first (a) to give guarantors notice of Lessee's default, (b) to repossess the equipment, or (c) to accept late payments of rental.
The term of the foregoing Lease may be extended and the Lease may be amended from time to time without notice to guarantors and without deleting or diminishing this continuing guaranty agreement, which shall continue in full force and effect with respect to the Lease as extended or amended.
This guaranty agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Guarantors hereby consent and submit to the jurisdiction of the respective courts of the County of Randolph of the State of Missouri for purposes of enforcement of this guaranty agreement.

X _____ Individually X _____ Individually
X _____ Individually X _____ Individually

(H) **CERTIFICATE OF ACKNOWLEDGEMENT & ACCEPTANCE OF LEASED EQUIPMENT-LEASE No. 94289A**

TO: **THIRD CENTURY, INC.**
P. O. Box 601
Moberly, MO 65270

We hereby acknowledge that on the date indicated below we received delivery of all the equipment described in the Lease numbered above. The equipment is accepted by us as the equipment described in the Lease and is satisfactory in all respects for the purposes of said Lease.

Ryan Financial Services Inc.
CORRECT LEGAL NAME OF LESSEE

157392
DATE OF DELIVERY

By X _____ TITLE

ORIGINAL

Green Prep. Inc. / Moberly, MO

6. **JURISDICTION:** This Lease, regardless of situs of final signature, shall be deemed to be executed in the County of Randolph, State of Missouri, and shall be governed by and construed in accordance with the laws of the State of Missouri. Lessee hereby consents and submits to the jurisdiction of the respective courts of the County of Randolph of the State of Missouri for purposes of enforcement of this Lease.
7. **EQUIPMENT DELIVERY:** Lessee has requested equipment of the type and quantity specified herein and has selected the supplier named herein. Lessor agrees to order such equipment from said supplier, but shall have no liability to Lessee, to the supplier or to any other person for transportation, delivery or installation of the equipment or for failure by the supplier to fill the purchase order or meet the conditions thereof. Lessee hereby authorizes Lessor to add to this Lease the serial number of each item of equipment so delivered. No defect in, delay in, or noncompliance of the equipment with the conditions of the purchase order shall relieve Lessee of the obligation to pay rent or any other obligation under this Lease.
8. **LOCATION:** The equipment shall be delivered and thereafter kept, maintained and located at the location specified herein and shall not be removed therefrom without Lessor's written consent.
9. **OWNERSHIP OF EQUIPMENT:** Title to the equipment shall remain with Lessor and no title or right in the equipment shall pass to Lessee except the Lease rights herein expressly granted. If requested by Lessor, plates or other markings shall be affixed to or placed on the equipment indicating that Lessor (or assignee) is the owner thereof and Lessee will not alter, deface, cover or remove the same. Lessee, at its expense, will protect and defend Lessor's title to the equipment and will keep the equipment free and clear of any and all claims, liens, encumbrances and legal processes by Lessee's creditors and other persons. Lessor assumes no liability and makes no representation to Lessee as to the treatment of this Lease, the equipment or the rental payments for financial statement or tax purposes. The equipment shall always remain and be deemed personal property even though attached to realty. All replacement equipment, repairs, or accessories made to or placed in or upon the equipment shall become a component part thereof and title thereto shall be immediately vested in Lessor and shall be included under the terms hereof. Lessee shall not make any alterations, additions or improvements to the equipment without prior written consent of Lessor.
10. **ASSIGNMENT:** Lessor may assign this lease and the equipment and its assignee may also 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 the equipment shall be free from all defenses, setoffs or counterclaims of any kind or character which Lessee may be entitled to assert against Lessor, 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 may not, without Lessor's written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or any interest of Lessee therein.
11. **INDEMNITY:** Lessee hereby indemnifies Lessor against and holds Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of or connected with the equipment or the use thereof, including without limiting the generality of the foregoing, its manufacture, selection, delivery, possession, use, leasing, fitness, operation, return, or latent or other defects, whether or not discoverable, or arising out of any failure by Lessee to perform or comply with any of the terms and conditions of this Lease. The indemnities contained in this paragraph shall continue in full force and effect notwithstanding the termination of this Lease, whether by expiration of time, by operation of law, or otherwise. Lessee is an independent contractor and nothing contained in this Lease shall authorize Lessee or any other person to operate or use any equipment so as to incur any obligation on behalf of Lessor or impose any liability on Lessor.
12. **LOSS AND DAMAGE:** Lessee shall bear the entire risk of loss, theft, destruction or damage of the equipment or any part thereof from any cause whatsoever. No loss, theft, destruction or damage of the equipment shall relieve Lessee of the obligation to pay rent or any other obligation under this Lease. In the event of loss, theft, destruction or damage of any kind to any item of equipment, Lessee, at the option of Lessor, shall (a) place the same in first-class condition and repair, or (b) replace the same with like equipment in first-class condition and repair. Lessee will promptly notify Lessor in reasonable detail of any lien placed upon or asserted against the equipment, of any damage to or material change in the equipment, and of the occurrence of any other event which has had or may have a material effect on the value of the equipment.
13. **INSURANCE:** Lessee agrees to keep the equipment insured to protect all interests of Lessor, at Lessee's expense, for such risks, in such amounts, in such forms and with such companies as Lessor may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Lessor may, but shall not be obligated to, insure the equipment at the expense of Lessee. Any insurance policies relating to loss or damage to the equipment will name Lessor and Lessor's lenders as loss payees as their interests may appear and the proceeds may be applied toward the replacement or repair of the equipment or the payment of the obligations of Lessor and Lessor's lenders. Any liability insurance policies will name Lessee and Lessor as co-insured and the proceeds shall be applied first to Lessor to the extent of its liability, if any, and the balance to Lessee. Lessee shall furnish certificates, policies or endorsements to Lessor as proof of such insurance. 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 premiums under any insurance policy issued on the equipment and hereby assigns to Lessor all of its right, title and interest in and to such insurance policies and the proceeds thereof.
14. **TAXES, MAINTENANCE, AND INSPECTION OF LEASED EQUIPMENT:** Lessee agrees to use, operate and maintain the equipment in accordance with all laws, regulations and ordinances and in accordance with the provisions of any policies of insurance covering the equipment, not to sublet the same or permit the same to be used by anyone other than Lessee or Lessee's employees, to pay all licensing or registration fees for the equipment, and to pay all taxes, assessments and governmental charges levied on or in relation to the equipment or the use thereof. Lessee agrees to keep the equipment in first-class condition and repair at its own expense, to repair and house the same in suitable shelter, and to permit Lessor and its lenders to inspect the equipment at any time and to otherwise protect their interests therein. Lessee shall use the equipment in a careful and proper manner and only for the purpose contemplated by the manufacturer. The equipment shall be used in the conduct of the lawful business of Lessee. Property taxes due for the last year of the Lease will be paid for by Lessee when the lease expires or terminates.
15. **WAIVERS:** No delay and/or omission to exercise any right, power or remedy accruing to Lessor upon any breach or default by Lessee under this Lease shall impair any such right, power or remedy of Lessor, or shall be construed as a waiver of any such breach or default, or of any similar breach or default thereafter occurring nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers under this Lease must be in writing and shall be effective only to the extent specifically set forth therein.
16. **COLLECTION EXPENSES, INTEREST, AND ADVANCES:** Should Lessee fail to pay any part of the rent herein reserved or any other sum required to be paid by Lessee to Lessor hereunder, Lessee shall pay Lessor interest on such delinquent payment at the highest legal contract rate from the date when such payment was due until paid, and the expenses of any collection agency or service employed by Lessor to collect said payments. In the event Lessor employs the services of any attorney to enforce any of the terms of this Lease, Lessee agrees to pay reasonable attorneys' fees and court costs so incurred by Lessor. All advances made by Lessor to preserve said property or to pay insurance premiums for insurance thereon or to discharge and pay any taxes, liens or encumbrances thereon shall be added to the unpaid balance of rentals due hereunder and shall be repayable by Lessee to Lessor together with interest thereon at the highest legal contract rate until paid.
17. **DEFAULT; REMEDIES:** If (a) Lessee shall default in the payment of any rent or in making any other payment hereunder when due, or (b) Lessee shall default in the payment when due of any indebtedness of Lessee to Lessor arising independently of this Lease, or (c) Lessee shall default in the performance of any other covenant herein and such default shall continue for 5 days after written notice thereof to Lessee by Lessor, or (d) Lessee becomes insolvent or makes an assignment for the benefit of creditors, or (e) Lessee applies for or consents to the appointment of a receiver, trustee or liquidator of Lessee or of all or a substantial part of the assets of Lessee, or if such receiver, trustee or liquidator is appointed without the application or consent of Lessee, or (f) any proceeding is commenced or other action taken by or against Lessee under the Bankruptcy Act or any amendment thereto (including, without limitation, a petition for reorganization, arrangement or extension), or under any other insolvency law or law providing for the relief of debtors, or (g) any of Lessee's property is subject to any levy, seizure, assignment, application, or sale for or by any creditor or governmental agency, or (h) Lessee dies or is judicially declared incompetent, or (i) Lessee is an individual, or (j) any event described in Paragraph (d), (e), (f), (g) or (h) above occurs with respect to any guarantor or any other party liable for payment or performance of this Lease, or (k) any certificate, statement, representation, audit or warranty heretofore or hereafter furnished by or on behalf of Lessee pursuant to or in connection with this Lease was false in any material respect or omitted to state any material fact necessary to make the statements contained therein not misleading as of the date furnished, or (l) Lessee discontinues business, dissolves, sells or otherwise disposes of substantially all of its assets, enters into any consolidation or merger with any other person or entity, or the existence of the Lessee terminates, or (m) Lessor otherwise deems itself insecure or the equipment unsafe, then, if and to the extent permitted by applicable law, Lessor shall have the right to exercise any one or more of the following remedies: (1) to declare the entire amount of unpaid total rent for the balance of the term of this Lease immediately due and payable, (2) without demand or legal process, to enter onto the premises where the equipment may be found and take possession of and remove the same, without any liability to Lessee, (3) to sell, lease, assign or otherwise dispose of the equipment or any part thereof at public or private sale, with or without notice to Lessee (provided that if notice is required by law, Lessor and Lessee agree that ten (10) days notice in writing to Lessee shall constitute reasonable notice to Lessee) and with or without having the equipment at the sale, at which sale Lessor may purchase all or any of the equipment and without any right of redemption by Lessee, (4) to hold or use the equipment without affecting the obligations of Lessee under this Lease, (5) to proceed by appropriate action at law or in equity to specifically enforce the performance by Lessee of its obligations under this lease, (6) to cause Lessee at Lessee's expense to promptly return the equipment to Lessor, (7) to terminate this Lease as to any or all items of the equipment, or (8) to pursue any other remedy available to Lessor at law or in equity.
- In addition, Lessor shall be entitled to recover immediately as liquidated damages, and not as a penalty, a sum equal to the aggregate of the following:
- All unpaid rentals or other sums which are due and payable for any items of equipment up to the date of redelivery to or repossession of such items by Lessor;
 - Any expenses paid or incurred by Lessor in connection with the repossession, return, holding, repair and subsequent sale, lease or other disposition of the equipment, including attorneys' fees;
 - All unpaid rentals due and to become due under this Lease for any items of equipment which Lessee fails to return to Lessor or which Lessor is unable to repossess, plus an amount equal to the unamortized cost, utilizing the straight line method of depreciating such equipment over its useful life, which Lessor would have had in such item of equipment at the end of the term of this Lease had Lessee not defaulted; and
 - An amount equal to (a) all unpaid rentals for any item of equipment returned to or repossessed by Lessor from the date of redelivery or repossession to the end of the respective rental term therefor, less (b) the unexpired rental value (Unexpired Rental Value) of such item of equipment. The Unexpired Rental Value of each item of equipment shall be deemed to be an amount equal to either (A) the proceeds of any sale of such item of equipment by Lessor, less the unamortized cost, utilizing the straight line method of depreciating such item of equipment over its useful life, which Lessor would have had in such item of equipment at the end of the term of this Lease had Lessee not defaulted, or (B) the aggregate of rentals due under any lease of such item of equipment which Lessor enters into with any third person for a period substantially similar to the unexpired rental term of such item of equipment under this Lease.
- Should Lessor, however, estimate its actual damages to exceed the foregoing, Lessor may, at its option, recover its actual damages in lieu of or in addition thereto. Lessor shall not be obligated to sell, lease or otherwise dispose of the item of repossessed equipment hereunder if it would impair the sale, lease or other disposition of similar equipment in the ordinary course of Lessor's business or similar equipment which was previously repossessed by Lessor from any person. Any repossession or subsequent sale or lease by Lessor of any item of equipment shall not bar an action for a deficiency as herein provided, and the bringing of an action or the entry of judgement against Lessee shall not bar Lessor's right to repossess any or all items of equipment.
18. **SURRENDER:** On or before the expiration or earlier termination of this Lease, Lessee, at its expense, shall return the equipment in first-class condition and repair, ordinary wear and tear from proper use excepted, by delivering it, packed and ready for shipment, to such place or on board such carrier as Lessor may specify. Lessee shall, upon demand by Lessor, pay to Lessor all amounts expended by Lessor to bring the equipment to first-class condition and repair, ordinary wear and tear from proper use excepted. This obligation of Lessee shall survive the expiration or earlier termination of this lease.
19. **NOTICES:** For the purpose of this Lease any notices required to be given, shall be given to the parties hereto in writing and by certified mail at the address herein set forth, or to such other addresses as each party may substitute by notice to the other, which notice shall be effective as to Lessor upon its receipt by Lessor and shall be effective as to Lessee when deposited in U. S. Mail duly addressed, postage prepaid.
20. **REMEDIES CUMULATIVE:** Lessor's rights and remedies are cumulative and may be exercised concurrently or separately. No such right or remedy is exclusive of any other right or remedy provided or permitted by this Lease or by law or in equity.
21. **UCC FILINGS:** Lessor and Lessee agree that a carbon, photographic or other reproduction of this Lease may be filed as a financing statement and shall be sufficient as a financing statement under the Uniform Commercial Code. Lessee shall execute or obtain and deliver to Lessor, upon Lessor's request, such instruments, financing statements and assurances, including without limitation waivers of interest of owners or mortgagees of real estate upon which the equipment is located, as Lessor deems necessary or advisable for the confirmation, protection or perfection of this Lease and Lessor's rights hereunder and will pay all costs incident thereto. Lessor may file or record a financing statement with respect to this Lease or the equipment so as to give notice to any interested parties. Any such execution, delivery, filing or recording shall not be deemed factors in determining whether or not this Lease is intended as security under the Uniform Commercial Code.
22. **MISCELLANEOUS:** Time is of the essence of this Lease and each and all of its provisions. This Lease may not be modified, amended, altered or changed except by a written agreement signed by the party sought to be charged. In the event any provision hereof shall be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect. The descriptive headings hereof do not constitute a part of this Lease and no inferences shall be drawn therefrom. Whenever the context of this Lease requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and whenever the word Lessor is used herein, it shall include all assignees of Lessor. If there be more than one Lessee named in this Lease, the liability of each shall be joint and several. The provisions of this Lease shall be binding upon and shall inure to the benefit of the permitted assigns, successors, heirs and personal representatives of Lessor and Lessee.
23. **OPTION TO PURCHASE OR RENEW:** Lessor hereby grants to Lessee the option to purchase all (not part) of the equipment at the expiration of the term of this Lease for its then fair market value, payable in cash to Lessor. This option may be exercised by notification in writing, delivered to Lessor not more than one hundred eighty (180) days nor less than sixty (60) days prior to the expiration of the term of this Lease. If such purchase option is exercised, Lessee will, at the expiration of the term of this Lease, pay the purchase price in cash to Lessor and Lessor will execute and deliver to Lessee a bill of sale for the equipment, free from all liens, encumbrances, assignments or hypothecations created by Lessor. If Lessor and Lessee are unable to agree upon the fair market value of the equipment as of the expiration of the term of this Lease, Lessee and Lessor shall each select a qualified appraiser to value such equipment. If the two appraisers so selected are unable to agree upon the fair market value of the equipment as of the expiration of the term of this Lease, such appraisers shall mutually select a third appraiser and the average of the fair market values determined by each of the three appraisers shall be binding upon Lessor and Lessee.
24. **STATEMENT OF PURPOSE:** Lessee hereby warrants and represents that the Equipment will be used for business purposes, and not for personal, family, household or agricultural purposes. Lessee acknowledges that Lessor has relied upon this representation in entering into this Lease.
25. **AUTHORIZATION:** Lessee represents and warrants to Lessor that Lessee has complete and unrestricted power to enter into this Lease and that the persons executing this Lease have been duly authorized to execute the same on behalf of Lessee.
26. **NO OFFSET:** This Lease is a net lease and all of Lessee's obligations under this Lease shall be paid and performed by Lessee irrespective of any setoff, counterclaim, recoupment, defense or other right which Lessee may have against Lessor, the supplier of the equipment or any other person.
27. **NO THIRD PARTY BENEFICIARY:** Lessor and Lessee agree that this Lease is not intended to benefit any person or entity not a signatory hereto.

(H) CERTIFICATE OF ACKNOWLEDGEMENT & ACCEPTANCE OF LEASED EQUIPMENT-LEASE NO. 94195

TO: **THIRD CENTURY, INC.**
P. O. Box 601
Moberly, MO 65270

We hereby acknowledge that on the date indicated below we received delivery of all the equipment described in the Lease numbered above. The equipment is accepted by us as the equipment described in the Lease and is satisfactory in all respects for the purposes of said Lease.

8-30-85
DATE OF DELIVERY

RYAN FINANCIAL SERVICES, INC.
CORRECT LEGAL NAME OF LESSEE
By X [Signature] AVP
TITLE

ORIGINAL

Mailed to Assignee

NUMBER OF SHEETS
ATTACHED _____

LIBER - 492 PAGE 10
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 _____

TO: STATE CORPORATION COMMISSION
Uniform Commercial Code Division, Box 1197
Richmond, Virginia 23209

Clerk of the _____ Circuit Court,
Anne Arundel, Md. _____, Virginia

State of Maryland 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)
Md. #151915-Film #2492-Folio #00499; Anne Arundel #235731 bk 432, pg 73 dtd. 12/8/80

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

Sales, Inc. T/A Spa Health & Raquet Club
Annapolis Shopping Mall
Annapolis, Md. 21401

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

- () ORIGINAL FINANCING STATEMENT
- (X) CONTINUATION - ORIGINAL STILL EFFECTIVE
- () AMENDMENT
- () ASSIGNMENT
- () PARTIAL RELEASE OF COLLATERAL
- () TERMINATION

RECORD FEE 10.00
POSTAGE .50

Name & address of Secured Party

United Virginia Bank
P. O. Box 3127
Norfolk, Va. 23510

Name & address of Assignee

#06620 1231 R12 107.40
NOV 21 85

D. E. CLERK

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement
All equipment, furniture & fixtures now owned or hereafter acquired

Mailed to Secured Party

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:

United Va. Bank by:

Marya S. ...

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

DISTRIBUTION: White Copy - SCC Filing Copy, Blue Copy - SCC Duplicate Copy - return to Secured Party, Green Copy - Circuit Court Filing Copy, Canary Copy - Circuit Court Duplicate Copy - return to Secured Party, Pink Copy - Debtor's Copy, Gold Copy - Secured Party's Copy

<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 - Last Name First)	Debtor(s) Complete Address(es)															
Knollwood Manor, Inc.	P.O. Box 408 899 Cecil Avenue Millersville, Maryland 21108															
Secured Party, and Address (Type or Print Name)	Assignee of Secured Party, and Address															
CIT 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> <p>One (1) Electronic Key Telephone System to consist of:</p> <table border="0"> <tr> <td>15- EZ-I 26 Key Telephones</td> <td>2- Pay Telephones</td> </tr> <tr> <td>4- EZ-I 14 Key Telephones</td> <td>2- Wall Speakers</td> </tr> <tr> <td>1- Key Service Unit (12 X 24)</td> <td>1-10 Watt Amplifier</td> </tr> <tr> <td>2- 2-Channel CO. Line Cards</td> <td></td> </tr> <tr> <td>5- 4-Channel Station Cards</td> <td>All Labor & Cable Necessary to Install System.</td> </tr> <tr> <td>1-SMDR Card</td> <td></td> </tr> <tr> <td>1-SMDR Printer</td> <td></td> </tr> </table>			15- EZ-I 26 Key Telephones	2- Pay Telephones	4- EZ-I 14 Key Telephones	2- Wall Speakers	1- Key Service Unit (12 X 24)	1-10 Watt Amplifier	2- 2-Channel CO. Line Cards		5- 4-Channel Station Cards	All Labor & Cable Necessary to Install System.	1-SMDR Card		1-SMDR Printer	
15- EZ-I 26 Key Telephones	2- Pay Telephones															
4- EZ-I 14 Key Telephones	2- Wall Speakers															
1- Key Service Unit (12 X 24)	1-10 Watt Amplifier															
2- 2-Channel CO. Line Cards																
5- 4-Channel Station Cards	All Labor & Cable Necessary to Install System.															
1-SMDR Card																
1-SMDR Printer																
<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</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> <table border="0"> <tr> <td>C.I.T. FINANCIAL SERVICES CORPORATION (Assignee of Secured Party)</td> <td>Knollwood Manor, Inc.</td> </tr> <tr> <td>By <u>Jacqueline J. Valerio</u> Jacqueline J. Valerio (As Authorized Agent)</td> <td>By <u>John H. Lloyd, Jr.</u> John H. Lloyd, Jr. President</td> </tr> <tr> <td>Title Service Asst.</td> <td>Title</td> </tr> </table>			C.I.T. FINANCIAL SERVICES CORPORATION (Assignee of Secured Party)	Knollwood Manor, Inc.	By <u>Jacqueline J. Valerio</u> Jacqueline J. Valerio (As Authorized Agent)	By <u>John H. Lloyd, Jr.</u> John H. Lloyd, Jr. President	Title Service Asst.	Title								
C.I.T. FINANCIAL SERVICES CORPORATION (Assignee of Secured Party)	Knollwood Manor, Inc.															
By <u>Jacqueline J. Valerio</u> Jacqueline J. Valerio (As Authorized Agent)	By <u>John H. Lloyd, Jr.</u> John H. Lloyd, Jr. President															
Title Service Asst.	Title															
<p>78-1988 B (10-77) MARYLAND</p> <p><i>(If Corporation, have signed by President, Vice-President, or Treasurer, and give official Title; if Owner or Partner, state which)</i></p>																

RECORDED FEE 12.00
POSTAGE 50
NOV 21 1965

1965 NOV 21 AM 10:12
E. AUBREY COLLISON
CLERK
AA

12.00
50

Mailed to Secured Party

259310

LIPER - 492 PAGE 12

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): Henry's Enterprises Rt # 3 P.O. Box 781 Gambrills, Md. 21054	(2) Secured Party(ies) (Name(s) And Address(es): State National Bank of Md. Rt 3 P O Box 300 Millersville, Md 21108	RECORD FEE 11.00 POSTAGE .50 #11227 0237 102 109:48 NOV 21 85
(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):	

For Filing Officer

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

Yale Fork Lift Serial # G59022

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)
Henry's Enterprises
[Signature]
(By) Bernard Pyles Title
Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]
State National Bank of Md.
[Signature]
(By) Jerry Duffy, Director
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 IN THE CLERK'S OFFICE
HARVARD COUNTY
1985 NOV 21 AM 10:12
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

AH

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

George Wright

1726 Crownsville Road
Annapolis, Maryland 20401

RECORD FEE 11.00
 POSTAGE .50
 NOV 21 1985

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: P.O. Box 17292
Baltimore, Maryland 21203

Attach separate list if necessary

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

(1) New J.I. Case 580 S.E. Tractor Loader Backhoe
Serial #17030637

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 Wright

THE FIRST NATIONAL BANK OF MARYLAND

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

George Wright

FNB 0860

Type or print names under signatures

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT CLERK, BALTIMORE COUNTY
 1985 NOV 21 AM 10:12 AH
 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. 252379

RECORDED IN LIBER 474 FOLIO 145 ON 6/22/84 (DATE)

1. DEBTOR

Name Jacqueline A Brooks
Address 467 Darton Court Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Norwest Financial Leasing Inc
Address 8 E Fayette Street Baltimore, Maryland 21202

RECORDING FEE 10.00
#34424 1237 NOV 21 05

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>

Mailed to Secured Party

Dated 11/15/85

Daniel
(Signature of Secured Party)

DANIEL SANFORD
Type or Print Above Name on Above Line

RECEIVED BY RECORDS
CIRCUIT COURT, BALTIMORE COUNTY

1985 NOV 21 AM 10:12
E. AUBREY COLLISON
CLERK

LIBER - 492 PAGE 15

259312

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)

<u>Name(s) of Debtor(s) or assignor(s)</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
<small>(Last Name First)</small>				

Simms, Marion		1556 Matthewstown Road,	Hanover,	Maryland
Simms, Laverna				

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

1. This financing statement covers the following types (or items) of property: Griffith Consumers Company 2510 Schuster Drive, Cheverly, Maryland 20781 (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

Installation of one Whirlpool Furnace-Burner Unit Connected to existing heating system supply and return ducts in premises. Unit includes new oil burner connected to existing fuel oil tank and new primary operating controls.

RECORD FEE 12.00
POSTAGE .50
NOV 25 1985 10:51
NOV 21 85

RETURN TO:

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

CHECK THE LINES WHICH APPLY

- 2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4. Proceeds of collateral are also covered: Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is ~~is~~ not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

1985 NOV 21 AM 10:12
E. AUBREY COLLISON
CLERK
AH

<u>Debtor(s) or assignor(s)</u>	<u>Griffith Consumers Company</u> (Seal)
<u>Marion Simms</u>	(Corporate, Trade or Firm Name)
<u>Laverna Simms</u>	<u>Signature of Secured Party or Assignee</u>
(Type or print name under signature)	(Owner, Partner or Officer and Title)
	(Signatures must be in ink)

1700
250

Mailed to Secured Party

250

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) Donn Corporation 786 Elkridge Landing Linthicum Heights, Maryland 21090 Ann Arundel County	2. Secured Party(ies) and address(es) Hewlett-Packard Company Finance & Remarketing Div. 90 972 E. Arques Ave., 70FA Sunnyvale, CA. 94086 4126-47014	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: Hewlett-Packard Equipment per the attached Equipment Schedule and Payment Agreement. **Debtor has authorized Secured Party to File. Alternate Filing: 1000 Crocker Road, Westlake OH 44145 (Ann Arundel County) "This equipment not subject to Recordation Tax"		5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 18.00
NOV 21 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:

**SEE ATTACHED

Hewlett-Packard Company

By: _____
Signature(s) of Debtor(s)

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1800/50

RECEIVED BY FILING OFFICER
CREDIT COUNTY CLERK
NOV 21 1985 12:12
E. AUBREY COLLISON
CLERK

Mailed to Secured Party



EQUIPMENT LIST

LIBER - 492 PAGE 18

LESSEE DONN CORPORATION

LEASE NO. 4126-47014

QUANTITY	MODEL NUMBER & DESCRIPTION	LIST PRICE PER UNIT	TOTAL LIST PRICE
	HARDWARE:		
1	32468CH Upgrade to Hp3000 Series 68		182,300.00
1	Opt. 616 Upgrade from Series 48 w/ 1MB		(45,500.00)
1	30144A ATP System Interface Board		3,175.00
2	30145A ATP Direct Connect Port Controller	6,590.00	13,180.00
1	Opt. 001 Provides Series 6X 1st I/O Bay		(250.00)
6	Opt. 002 Replaces qty 4 direct connect RS422		0.00
1	30155A ATP Modem Port Controller		8,140.00
4	30018AN Return Credit for 30018A	(500.00)	(2,000.00)
4	30019AN Return Credit for 30019A	(500.00)	(2,000.00)
1	30142A 1MB 64K RAM Memory Board		12,000.00
2	30022A General I/O Channel	450.00	900.00
2	Opt. 064 Series 64/68		0.00
1	30079A General I/O Channel		1,900.00
1	Opt. 064 Cable for 64/68		0.00
1	45851A HP150 II		2,830.00
1	9123D Dual 3-1/2" Microfloppy		715.00
1	13242X HP Direct Connect type 232		80.00
	SOFTWARE:		
1	51450A MPE V/E Media Product		0.00
1	Opt. 051 1600 BPI Mag Tape		0.00
1	Opt. 200 Latest MPE V/E FOS		0.00
1	Opt. 604 HP3000 Series 6X		0.00
	EQUIPMENT SUBTOTAL		175,470.00
	Less 11% Discount Per Purchase Agr.		19,301.70
	EQUIPMENT TOTAL		156,168.30
	Refinanced Amount - Partial Buyout of 4126-46643 Effective 11/15/85		12,110.40
1	30548A 48 Upgrade		
	Refinanced Amount - Partial Buyout of 4126-46518 Effective 11/15/85		49,753.65
1	32440B HP Series 44		
4	30018A ADCC-Main		
4	Opr. 044 Cable		
4	30019A ADCC-Extender		

CCW

True

259314

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 11/2/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name McCAFFREY, Charles W. & CONNORS, Frances K.

Address 401 N. Armistead Street, T-8, Alexandria, VA 22312

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION

Address 303 Second Street

Annapolis, MD 21403

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

3. Maturity date of obligation (if any) _____

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

1980 38' Gulfstar fiberglass hull #GFS03804M80J
1980 200 HP Perkins dsl engine #TU70025U581674F

Home anchorage/winter: Edgewater, MD

ASSIGNEE:
HORIZON FINANCIAL, F.A.
808 Masons Mill Business Park
1800 Byberry Road
Huntingdon Valley, PA 19006



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)

CHARLES W. McCAFFREY
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

FRANCES K. CONNORS
Type or Print Above Signature on Above Line

Mailed to Assignee

[Signature]
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CLERK COUNTY OF ANNE ARUNDEL
NOV 21 AM 10:12
E. AUBREY COLLISON
CLERK

Anne Arundel Co
11-12-85

FINANCING STATEMENT FORM UC-1

Identifying File No _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 11-2-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Katz, Peter E. & Carol I.
Address 6507 White Rock Rd. Sykesville, MD 21784

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second St. Annapolis, MD 21403

RECORD FEE 12.00
NOV 21 1985

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)

1986 O'Day 28'3" Fiberglass Hull #XDYN0645J586
1986 Universal Diesel 10HP Engine #415248

Home Anchorage/Winter: Annapolis, MD

Assignee:

Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Peter E. Katz
(Signature of Debtor)

Peter E. Katz
Type or Print Above Name on Above Line

Carol I. Katz
(Signature of Debtor)

Carol I. Katz
Type or Print Above Signature on Above Line

Mailed to Assignee

Sally Freeman, Agent
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CREDIT DIVISION, BALTIMORE COUNTY

1985 NOV 21 AM 10:12

E. AUBREY COLLISON
CLERK

Ami Arred Co
11-12-85

FINANCING STATEMENT

File No

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

<p>1. DEBTOR(S) and Address(es)</p> <p>French/Bray, Inc. 6731 Baymeadow Drive P.O. Box 698 Glen Burnie, MD 21061</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Janice E. Godwin</p> <p>Return to Secured Party</p>
--	--

RECORD FEE 11.00
DEBTOR TAX 1704.50
MORTGAGE 50
#36034 0237 102 100100
NOV 21 85

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

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

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

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

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

E. Other. (1) Heidelberg Speedmaster, Model 102 ZP 28 x 40 two-color convertible Perfector. S/N 517037 and accessories.
(1) New 26 x 40" Stahl Folder Model B-26,4/4/4 with continuous feeder, Trim Kit, Batch Counter, Split Guide on 8-page unit. Serial #0027165.
(1) New 26" Stahl Stacking Unit Model SBE 66.

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 not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 243,500.00

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

French/Bray, Inc.
(Type Name)

By: Janice E. Godwin

Janice E. Godwin, VP
(Type Name)

By: Joseph J. Bray

(Date Signed by Debtor) 19__

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.

Hugh B.
Love lace

1100
1704.50
50.

Mailed to Secured Party

1965 NOV 21 AM 10:13
 E. AUDREY COLLISON
 CLERK

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

LIBER - 492 PAGE 24

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 254596 recorded in Liber 479, Folio 438 on November 26, 1984 (date).

1. DEBTOR(S): Bluewater Development Company, Pine Harbour Development Company and First Annapolis Corporation
 Name(s): _____
 Address(es): P.O. Box 46
Annapolis, Maryland 21404

2. SECURED PARTY:
 Name: Equitable Bank, National Association
 Address: 100 S. Charles Street
Baltimore, Maryland 21201

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

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

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

RECORD FEE 10.00
POSTAGE .50
NOV 21 1984

1985 NOV 21 10:10 AM
E. AUBREY COLLISON
CLERK

1030

9. DEBTOR:

SECURED PARTY:
EQUITABLE BANK, National Association
By N. Edwin Wilson, Jr.
N. Edwin Wilson, Jr., Corporate
(Type Name and Title) Banking Officer

Mailed to Secured Party

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

WILLIAM D. BARNES and THOMAS J. LEVIN, Individually and as partners T/A CHEM-SEAL ENGINEERING COMPANY
207 Penny Lane, Stevensville, Queen Anne's County, MD 21666
MAILING ADDRESS: P. O. Box 717, Severna Park, Anne Arundel Co., MD 21146

2. NAME AND ADDRESS OF SECURED PARTY:

SMALL BUSINESS ADMINISTRATION (an Agency of the U. S. Government)
10 N. Calvert St., Third Floor, Baltimore, MD 21202

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 13.00
POSTAGE .50
NOV 21 1985

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

1300
350

DEBTOR:

William D. Barnes & Thomas J. Levin,
Individually and as partners
T/A Chem-Seal Engineering Company

William D. Barnes (SEAL)
William D. Barnes

Thomas J. Levin (SEAL)
Thomas J. Levin

REC'D BY: AUBREY COLLISON
CLERK
AH 1985 NOV 21 AM 10:14

Mailed to Secured Party

AFTER RECORDATION RETURN TO: Small Business Administration
10 N. Calvert Street, 3rd Floor
Baltimore, MD 21202

Debtor or Assignor Form

FINANCING STATEMENT

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

<u>Name of Debtor</u>	<u>Address</u>
Southwood Industries, Inc.	2 Taylor Ave. Annapolis, MD 21401

SECURED PARTY

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

Attach separate list if necessary

- This Financing Statement covers the following types (or items) of property (the collateral):
All inventory, accounts receivable now owned or hereafter acquired and all proceeds (cash and non-cash) of such inventory and accounts receivable.

RECORD FEE 11.00
 POSTAGE .50
 #15510 C237 R01 T13:04
 NOV 21 85

- The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
- Proceeds } of the collateral are also specifically covered.
 Products }
- Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Southwood Industries, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *Daniel J. Dienes* President
DANIEL J. DIENES, PRESIDENT

BY: *Lewann Ober*

Type or print names under signatures

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

Mail to _____

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1985 NOV 21 PM 1:04

E. AUBREY COLLISON
CLERK

11-00-5

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Ernest M. Harrison
Address: 2417 Ramblewood Drive
Wilmington, DE 19810

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

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

RECORD FEE 11.00
POSTAGE .50

#15524 C345 R01 T14:46
NOV 21 85

4. This Financing Statement covers the following types (or items) of property:
Tempest 44' Riviera Boat Serial #SZS443111485

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

The above-described goods are affixed or to be affixed to:

RECEIVED FOR RECORD
E. AUBREY COLLISON
CLERK

1985 NOV 21 PM 2:45

Debtor(s)
Ernest M. Harrison
Ernest M. Harrison

Secured Party:

Annapolis Banking & Trust Company
(Type Name of Dealership)

[Signature]
By.....
(Authorized Signature)

John M. Suit, II Senior Vice President
(Type Name and Title)

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

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

Mail to _____
11.00
e



MARYLAND NATIONAL BANK

We want you to grow.™

LIBER - 492 PAGE 28

259325

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel County, Md.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 90,000.00. 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 _____

5. Debtor(s) Name(s) Address(es)
 Shei & Me International, Inc. T/A 6718A Ritchie Highway
 Lil Miss Harvey's Sub & Pub Glen Burnie, Md. 21061

RECORD FEE 12.00
 RECORD TAX 630.00
 POSTAGE .50
 306539 0777 002 11:15
 NOV 20 1985

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

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

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

SKR
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 SKR
 SKR

1985 NOV 20 PM 2:17
 E. AUBREY COLLISON
 CLERK

Shei & Me International, Inc. T/A
 Lil Miss Harvey's Sub & Pub
 _____ (Seal)
 William J. Racz, President
 _____ (Seal)
 Sheila K. Racz, Secretary
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
 _____ (Seal)
 Michael T. Cavey
 Branch Officer
 Type name and title

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

207-95 REV 7/83

1200
 63000
 50

1 - Harford 8' x 12' Walk-in Ice Box with 3 glass doors #76050	\$13,147.00
1 - Delfield- 2 door refrigerator Model #6051-d #118614-T	3,186.00
2 - Delfield- 2 door freezers Model #6151-S - #S107410-C \$3,634 X 2	7,268.00
1 - Delfield - 2 door undercounter freezer Model #6151 S - #107500	3,059.00
2 - Pitco - Steel Tank Fryers with built-in filters Model #E14B2-208V3 - #K85Y456CH	5,584.00
2 - Metal Masters - Stainless Steel Table with Galvanized Shelf	2,030.00
1 - Sheet Metal Craft - Exhaust Hood (Installed)	16,800.00
1 - Vulcan Hart - 72" Electric Grill with Stand and Casters #208V-3-0	5,080.00
1 - Ice Maker - "Icematic Flaker" #F600W48	4,100.00
2 - Berkel Slicer - Auto 2 Speed Heavy Duty Model 818-#9161-0111-24900 and #9161- 0111-24935	5,750.00
1 - Taylor Freeze Milkshake & Ice Cream Machine Model #8657-208/230	19,000.00
1 - Zenith Giant Screen T.V. Model #13-108- PV4539 G.R.	2,200.00
1 - Beverage - Air Beer Cooler 2 with extra barrel	2,550.00

WPK
J. K. R.

Mail to Mr. Dale Bork



MARYLAND NATIONAL BANK
We want you to grow.[™]
MEMBER FDIC

259326

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)

Giddings & Associates, Inc. 570 Ritchie Highway
14 Market Space Severna Park, MD 21146
Annapolis, Maryland 21401 2661 Riva Rd. Bldg. 500
Annapolis, MD 21401

RECORD FEE 11.00
POSTAGE 50
4550 0777 002 114:15
NOV 20 85

6. Secured Party Address

Maryland National Bank P.O. Box 871
Attention: B. Newell Annapolis, MD 21404

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

A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired 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.

Giddings & Associates, Inc.

Robert W. Giddings (Seal)
Robert W. Giddings, President

John H.J. Giddings (Seal)
John H.J. Giddings, Vice President

(Seal)

(Seal)

Secured Party
Maryland National Bank

Peggy A. Hall (Seal)

Peggy A. Hall
Type name and title
Commercial Banking Officer

1985 NOV 20 PM 2:17
E. AUBREY COLLISON
CLERK

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

207-95 REV 7/83

11/50

Mail to MD Title Bank

259327

#1592
#68-7858

NOT TO BE RECORDED
IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

MAGOTHY ASSOCIATES LIMITED PARTNERSHIP

1. Debtor(s): C/O HICKS AND ROTNER ASSOCIATES, INC.
GREEN SPRING STATION SUITE 209, LUTHERVILLE, MARYLAND 21093

2. Secured Party *A* SHARON SAVINGS AND LOAN
P.O. BOX 1511, BALTIMORE, MARYLAND 21203

RECORD FEE 15.00
NOV 22 85

3. This Financing Statement covers the following types of property:

All tangible and intangible personal property owned by the Debtor and used by the Debtor in the ownership and maintenance of the real property described below and all rents, issues and profits resulting from the personal property.

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

All that lot or parcel of ground located at Earleigh Heights Road and Ritchie Highway in the Third Election District of Anne Arundel County containing 14.2 acres of land, more or less.

1985 NOV 22 AM 10:30
E. AUSREY COLLISON
CLERK

5. Proceeds of collateral are covered.

DEBTOR(S):
MAGOTHY ASSOCIATES LIMITED PARTNERSHIP
BY: M.P.L. ASSOCIATES LIMITED PARTNERSHIP,
General Partner
BY: M.P.L., INC., General Partner

SECURED PARTY:
SHARON SAVINGS AND LOAN

BY: *[Signature]*
STANLEY GREENBERG, VICE-PRESIDENT

BY: *[Signature]*
LEAH MELEDONES, VICE-PRESIDENT

TO THE FILING OFFICER: After the Statement has been recorded, please mail the same to:
BASS & DENICK, P.A.
ATTORNEYS AT LAW
916 MUNSEY BUILDING
BALTIMORE, MARYLAND 21202

1500

DESCRIPTION OF PROPERTY
MORTGAGE - MAGOTHY ASSOCIATES LIMITED PARTNERSHIP
TO - SHARON SAVINGS AND LOAN

BEGINNING FOR THE FIRST at an iron pipe found in the westerly line of a parcel of land owned by Edward Hall as recorded in deed liber WNW 41 at Folio 7 at its point of intersection with the southerly line of a parcel of land owned by Margarete E. and Thomas E. Stancavage as recorded in Liber 2469 at Folio 733. Thence leaving said point of beginning and referring the courses of this description to the Maryland State Grid Meridan and binding the west line of land of Edward Hall as aforesaid,

1. South 29° 41' 37" East, 601.58 feet to a point, thence leaving said west line of land of Edward Hall and binding the north line of a 50' wide unimproved street known as Chestnut Hill Avenue,
2. South 62° 44' 21" West, 464.24 feet to a point, thence leaving the northerly right of way line of the aforesaid unimproved street and binding the easterly right of way line of another unimproved street known as Maple Avenue,
3. North 27° 15' 39" West, 601.04 feet to a point, thence leaving said point and binding the south line of a parcel of land owned by Margarete E. and Thomas E. Stancavage as aforesaid,
4. North 62° 44' 21" East, 438.70 feet to the point and place of beginning and containing an area of 6.229 acres of land.

BEGINNING FOR THE SECOND at a point in the northeasterly right of way line of Ritchie Highway at its point of intersection with the South line of an unimproved street known as Chestnut Hill Avenue, said point being located north 35° 23' 31" West at a distance of 681.80 feet from the point of intersection of the northeasterly right of way line of Ritchie Highway and the northerly right of way line of Earleigh Heights Road as described in Deed Liber 3424 at Folio 183. Thence leaving the northeasterly right of way line of Ritchie Highway as aforesaid and binding the southerly line of the unimproved Chestnut Hill Avenue,

1. North 62° 44' 21" East, 620.24 feet to a point in the easterly line of a parcel of land owned by Edward Hall as recorded in WNW Liber 41 at Folio 7, said point being located north 62° 44' 21" east 0.14 feet from an iron pipe found. Thence leaving said point and binding the easterly line of land of Edward Hall,
2. South 29° 41' 37" East, 167.87 feet to a stone found, thence leaving said stone and binding the northwesterly line of a parcel of land conveyed to Mercantile Safe Deposit and Trust Company,
3. South 42° 46' 29" West, 567.82 feet, thence
4. North 85° 44' 31" West, 54.00 feet to a point in the northeasterly right of way line of Ritchie Highway. Thence leaving said point and binding the northeast line of Ritchie Highway,
5. North 35° 23' 31" West, 336.75 feet to the point and place of beginning and containing an area of 3.778 acres of land.

BEGINNING for the third at a point in the northerly right-of-way line of Earleigh Heights Road, said point being located. The following two courses and distances from the point of intersection of the northerly right-of-way line of Earleigh Heights Road as described in Deed Liber 3424 at Folio 183 at its point of intersection with the easterly right-of-way line of Governor Ritchie Highway. North $77^{\circ} 50' 53''$ East, 164.43 point to an angle point and North $72^{\circ} 06' 17''$ East 18.62 feet. Thence leaving said point of beginning and running for a new line of division and referring the courses of this description to the Maryland State Grid Meridian.

1. North $35^{\circ} 23' 31''$ West, 266.25 feet to a point in the southerly line of a parcel of land owned by Mercantile Safe Deposit and Trust Company. Thence leaving said point and binding the southerly line of land conveyed to the Mercantile Safe Deposit and Trust Company as aforesaid.
2. South $82^{\circ} 42' 01''$ East, 1,320.17 feet to a point. Thence
3. South $84^{\circ} 13' 01''$ East, 336.21 feet to a point on the northerly right-of-way line of Earleigh Heights Road as aforesaid. Thence leaving said point and binding the northerly right-of-way line of Earleigh Heights Road as aforesaid the following courses and distances to the point and place of beginning.
4. South $86^{\circ} 42' 47''$ West, 109.42 feet.
5. South $86^{\circ} 42' 47''$ West, 350.00 feet to a point.
6. North $71^{\circ} 29' 08''$ West, 53.85 feet to a point.
7. South $66^{\circ} 49' 27''$ West, 52.48 feet to a point.
8. Along a curve deflecting to the right 259.45 feet to the point at end of said curve. Said curve having a radius of 1,231.24 feet and being subtended by a chord bearing North $86^{\circ} 22' 16''$ West, 258.97 feet.
9. North $78^{\circ} 45' 12''$ West, 108.74 feet to a point.
10. North $78^{\circ} 36' 49''$ West, 127.87 feet to a point.
11. South $88^{\circ} 03' 47''$ West, 155.76 feet to a point.
12. Along a curve deflecting to the left 248.55 feet to the end of said curve. Said curve having a radius of 1,394.14 feet and being subtended by a chord bearing South $82^{\circ} 57' 20''$ West, 248.22.
13. South $72^{\circ} 06' 17''$ West, 41.33 feet to the point and place of beginning and containing an area of 3.548 acres of land according to a survey prepared by C.H. Miller and Associates, Inc. dated August 20, 1984, and last amended September 6, 1984.

As now surveyed by C.H. Miller and Associates, Inc. Prof. L.S. #4011, pursuant to a survey dated August 20, 1984, and last revised September 6, 1984.

BEING THE SAME THREE lots of ground and premises described in a Deed dated October 4, 1984 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. No. 3797, Folio 889 was granted and conveyed by Ritchie Highway Limited Partnership unto Magothy Associates Limited Partnership, the within named Mortgagor.

Mail to Sharon SFL

*Crutcher
Proposed*

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use

File No.
Date &
Hour

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) No. Street City State
(Last Name First)

KAHN-OPPENHEIMER, INC. 917 F Street, N.W., Washington, D.C. 20004

NOV 20 1965 FEE POSTAGE

13.00
1.50

Name of Secured Party or assignee No. Street City State

DISTRICT OF COLUMBIA NATIONAL BANK, WASHINGTON 1801 "K" St., N.W., Washington, D.C. 20006

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

SEE SCHEDULE "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE FOR FURTHER DESCRIPTION.

NOV 22 1965 11:50 AM

1801 "K" Street, N.W.
Washington, D.C. 20006
ATTN: Loan Services Department

RETURN TO:

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

CHECK THE LINES WHICH APPLY

2. If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3. If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING

The underlying secured transaction(s) being publicized by this Financing Statement is ~~is not~~ subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is 250,000.00 * 20,000.00 is subject to fax. Tax paid at County level (Anne Arundel) 140.00

Debtor (s) or assignor (s)
KAHN-OPPENHEIMER, INC.

Secured Party
District of Columbia National Bank,
Washington (Seal)

BY: Jonathan Auerbach

BY: Christine J. Reighard

Jonathan Auerbach, President

Signature of Secured Party or Assignee
Christine J. Reighard, Asst. V.P.

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

RECEIVED IN COUNTY

1965 NOV 22 AM 10:48

E. AUBREY COLLISON
CLERK

SCHEDULE "A"

Financing Statement

DEBTOR: KAHN-OPPENHEIMER, INC.

Description of Debtor's Collateral:

- (a) Inventory Collateral. All of the Debtor's present and future Inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, including supplies and materials and finished goods, and all products of and accessions to the foregoing, 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.
- (b) Receivables Collateral. 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").
- (c) Furniture, Fixtures, Equipment and Supplies Collateral. All of the Debtor's present and future furniture, fixtures, equipment and supplies of every type and nature now or hereafter used 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.
- (d) Assignment of Leasehold dated 9/27, 1985 by and between John R. Purnell and Ann K. Purnell, collectively as tenants (the "Lessee") having assigned their collective interest in such Lease to KAHN-OPPENHEIMER, INC. pursuant to an Assignment of Lease dated Sept. 26, 1985 and Harbour Square Partnership as landlord or lessor
- (e) ~~Assignment of Leasehold dated , 1985 covering that certain lease dated June 1, 1981 by and between Esther Kahn and KAHN-OPPENHEIMER, INC.~~

Debtor's Initial: JAOfficer's Initial: CR

SEE SCHEDULE "B" FOR LEGAL DESCRIPTION OF PROPERTY

Schedule "B"
Financing Statement

Debtor: Kahn-Oppenheimer, Inc.

Legal Description:

Shop number four in shopping center known as Harbour Square
premises containing approximately 890 square feet; all
located on the city dock in the City of Annapolis, Maryland

Mail to District of Columbia
National Bank

RELEASE OF FINANCING STATEMENT

THIS RELEASE OF FINANCING STATEMENT is made this 30th day of July, 1985, by George W. Stone, individually.

WHEREAS on September 21, 1984 a Security Agreement was entered into between Cunningham Enterprises, Inc. and Robert P. Cunningham, Jr., Borrower, and George W. Stone, Lender, as security for One Hundred Seventy-Five Thousand Dollars (\$175,000.00); and

WHEREAS on September 21, 1984 a FINANCING STATEMENT was entered into between Cunningham Enterprises, Inc. and Robert P. Cunningham, Jr., Debtors, and George W. Stone, Secured Party, which Financing Statement is recorded among the Land Records of Anne Arundel County at Book 477, page 586.

NOW, THEREFORE, in consideration of the payment of the sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00), plus interest, etc., due thereon, the receipt of which is hereby acknowledged by George W. Stone, Lender, the said Lender declares the following:

The Security Agreement entered into between George W. Stone, as Lender, and Cunningham Enterprises, Inc. and Robert P. Cunningham, Jr., Borrower, is hereby TERMINATED.

AND FURTHER, the FINANCING STATEMENT entered into between George W. Stone, as Secured Party, and Cunningham Enterprises, Inc., and Robert P. Cunningham, Jr., as Debtors, recorded among the Land Records of Anne Arundel County at Book 477, page 586 is hereby TERMINATED.



Law Office of
Christopher Harris Hill
Empire Medical Building
200 Hospital Drive, Suite 113
Glen Burnie, Maryland 21061
(301) 764-6113

RECORD FEE 10.00
POSTAGE .50
NOV 13 1985 10:28

D. E.
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 NOV 13 AM 10:42

J. F.
CLERK

E. AUBREY COLLISON
CLERK

WITNESS the signature of the party of the second part the day and year herein written.

WITNESS: [Signature]

By: [Signature]
George W. Stone

STATE OF MARYLAND, COUNTY OF ANNE ARUNDEL, to wit:

I HEREBY CERTIFY, that on this 30th day of July, 1985, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared George W. Stone, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained, and in my presence signed and sealed the same.

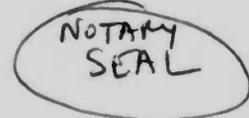
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]

Notary Public

My Commission Expires:

7-1-86



bob/27

CHRISTOPHER H. HILL
NOTARY PUBLIC
ANNE ARUNDEL CO., MD.
MY COMM. EXPS. JULY 1, 1986

Return Recorded Release to Henry L. Conway, Jr.
4024 Belle Grove Road
Baltimore, Maryland 21225



Mail to Christopher Harris Hill

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. \$ 96,788

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 S & L ACQUISITION COMPANY L.P.

Address 1133 Avenue of the Americas, New York, New York 10036

2. SECURED PARTY

Name MANUFACTURERS HANOVER TRUST COMPANY, as Agent

Address 270 Park Avenue, New York, New York 10017

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

3. Maturity date of obligation (if any) 11-26-97

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

SEE SCHEDULE A ATTACHED HERETO WHICH IS HEREBY INCORPORATED BY REFERENCE HEREIN.

RECORD FEE 13.00
RECORD TAX 675.50
POSTAGE .50

#15632 C237 R01 T13:43
NOV 22 85

FILED WITH: Clerk of Circuit 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)

RECEIVED IN RECORDS
CIRCUIT COURT ANNE ARUNDEL COUNTY
1985 NOV 22 PM 1:43
E. AUBREY COLLISON
CLERK
BAE 477 467

(Signature of Debtor)

S & L ACQUISITION COMPANY L.P.

By _____ as General Partner

(Signature of Debtor)

(Signature of Secured Party)

MANUFACTURERS HANOVER TRUST COMPANY, as Agent

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

RETURN TO:

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

13.00
675.50
50

SCHEDULE A

Secured Party: Manufacturers Hanover Trust Company,
as Agent

Debtor: S & L Acquisition Company L.P.

The following types or items of property are covered by the Financing Statement to which this Schedule A is attached:

(i) all accounts receivable, contract rights, book debts, notes, drafts, instruments, documents, acceptances and other forms of obligations now owned or hereafter received or acquired by or belonging or owing to the Debtor (including under any trade names, styles or divisions thereof) whether arising out of goods sold or services rendered by it or from any other transaction, whether or not the same involves the sale of goods or services by the Debtor (including, without limitation, any such obligation which might be characterized as an account, general intangible or chattel paper under the New York Uniform Commercial Code) and all of the Debtor's rights in, to and under all purchase orders now owned or hereafter received or acquired by it for goods or services, and all of the Debtor's rights to any goods represented by any of the foregoing (including returned or repossessed goods and unpaid sellers rights), and all moneys due or to become due to the Debtor under all contracts for the sale of goods and/or the performance of services by it (whether or not yet earned by performance on the part of the Debtor) or in connection with any other transaction, now in existence or hereafter arising, including, without limitation, the right to receive the proceeds of said purchase orders and contracts, and all collateral security and guarantees of any kind given with respect to any of the foregoing;

(ii) all general intangibles of every nature, whether presently existing or hereafter acquired or created, including, without limitation, all tort and other claims, choses in action, judgment, patents, patent applications, trademarks, tradenames, licensing agreements, royalty payments, copyrights, service names, service marks, logos, goodwill and deposit accounts, and, in any event, all general intangibles within the meaning of the New York Uniform Commercial Code;

LIBER - 492 PAGE 41

(iii) all machinery, equipment, office machinery, furniture, fixtures, conveyors, tools, attachments, accessories, automotive equipment, trucks, motor vehicles and other equipment and fixtures (as such terms are defined under the New York Uniform Commercial Code) of every kind and nature and wherever situated, together with all additions and accessions thereto, replacements therefor, all parts therefor, and all substitutes for any of the foregoing, whether now owned or existing or hereafter acquired by Debtor;

(iv) all Inventory (as defined under the New York Uniform Commercial Code), including, without limitation, all present and future goods intended for sale, all raw materials, work in progress, and finished goods or materials, together with all supplies of any kind, nature or description which are or might be used in connection with the manufacture, packing, shipping, advertisement, sale or finishing of such goods, and all documents of title or documents representing the same;

(v) all proceeds of any or all of the foregoing (as defined under the Uniform Commercial Code in effect in any applicable jurisdiction) including, without limitation, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to the Debtor from time to time with respect to any of the property described herein, (ii) any and all payments (in any form whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the property described herein by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority) and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the property described herein; and

(vi) all products of any of the foregoing.

Mail to Infosearch, Inc.

MARYLAND TERMINATION STATEMENT

Date November 18, 1985

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: Doris Leonard
214 Magothy Beach Rd
Pasadena, MD 21122
- 2. Secured Party and address (Type complete corporate name): ITT Financial Services
7966 Crain Hwy
GlenBurnie, MD 21061

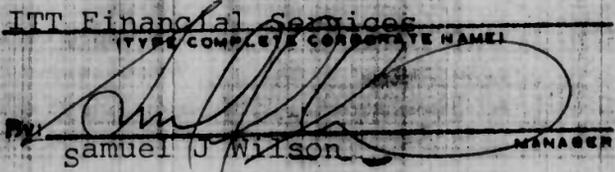
RECORD FEE 10.00
POSTAGE .50
#016847 DTTV MD2 109419
NOV 25 85

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 397 Page 265

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

ITT Financial Services
(TYPE COMPLETE CORPORATE NAME)

Samuel J. Wilson MANAGER

(Type signature below name)

AR 8/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

1985 NOV 25 AM 10:06

BRADLEY COLLISON

Mailed to Secured Party

MARYLAND TERMINATION STATEMENT

Date November 18, 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: Doris Leonard
214 Magothy Beach Rd
Pasadena, MD 21122

RECORD FEE 10.00
50
407064 CTT R02 109-19
NOV 25 1985

2. Secured Party and address (Type complete corporate name): ITT Financial Services
7966 Crain Hwy
GlenBurnie, MD 21061

AW

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 420 Page 134

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

ITT Financial Services
(TYPE COMPLETE CORPORATE NAME)

By: [Signature]
Samuel J. Wiisen - MANAGER

(Type signature below name)

AE 8/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

1985 NOV 25 AM 10:06

AUGUST COLLISON

Mailed to Secured Party

MARYLAND TERMINATION STATEMENT

Date November 18, 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: John Meek
299 A Duvall Hwy
Pasadena, MD 21122

RECORD FEE 10.00
POSTAGE .50
NOV 25 1985 10:19

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

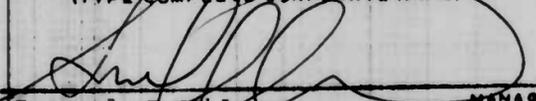
3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:

Liber 399 Page 587

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

ITT Financail Services
(TYPE COMPLETE CORPORATE NAME)

By: 
Samuel J. Wilson - MANAGER

(Type signature below name)

AE 2/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

1985 NOV 25 AM 10:06
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

MARYLAND TERMINATION STATEMENT

Date November 18, 1968

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

RECORDING FEE 10.00
POSTAGE 1.50
NOV 25 1968

1. Debtor(s) name(s) and address: Lynnwood Jones
7989 Nolpark Ct Apt 304
Glen Lurnie, MD 21061

2. Secured Party and address (Type complete corporate name): ITT Financial Services
7966 Crain Hwy
Glen Burnie MD 21061

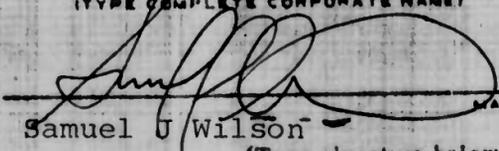
3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:

Liber 402 Page 449

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

ITT Financial Services
(TYPE COMPLETE CORPORATE NAME)

By: 
Samuel J. Wilson MANAGER
(Type signature below name)

AE 2/64

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

1968 NOV 25 AM 10:06
ALBERTSON

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) David Michael Green DBA: Survey Assoc. of MD ✓ 111 Chinquapin Round Rd. Annapolis, MD 21401	2 Secured Party(ies) and address(es) BANC ONE LEASING CORPORATION Dept. 0380 Columbus, OH 43271	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 200267 0777 NOV 25 10:22 AM '95
--	---	--

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

NEC Portable Cellular Phone
Universal Telecom

ASSIGNED TO: BANK ONE EASTERN
6 Federal Plaza West
Youngstown, OH 44503

1985 NOV 25 AM 10:06
 E. AUBREY COLLISON
 CLERK

This equipment is owned by the secured party and is leased to the debtor party;

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

Filed with Annarundle County Recorder

By: David Michael Green Signature(s) of Debtor(s)
 By: [Signature] Signature(s) of Secured Party(ies)
 BANC ONE LEASING CORPORATION

Filing Office Copy - Alphabetical

This form of financing statement is approved by the Secretary of State.

067-106-2930

Mailed to Assignee

Universal

Cell Com

LIBER - 492 PAGE 47

5 Ingleside Avenue
Catonsville, Maryland 21228
(301) 747-6890

or 703-941-7531

INVOICE

9/25/85

To: Banc One Leasing Corporation
841 Greencrest Drive
Westerville, Ohio 43081

Please pay Universal Cellular Communications \$2,800.00 for one NEC portable cellular telephone delivered to David M. Green (doing business as "Survey Associates of Maryland") who has agreed to your lease conditions contained in the accompanying lease. Also enclosed is a check payable to Banc One Leasing Corporation in the amount of \$176.08, representing two monthly payments, as per the lease requirements.

The transceiver serial number is 49732.

Please make your check payable to "Universal Cell Com"

Thank you.

Gary Powers
for Universal Cell Com

Mailed to Assignee

11.50

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.

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard Street
Baltimore, MD 21202

RECORD FEE 11.00
POSTAGE .50
ADAMS 0777 NOV 23 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)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain contract payments under a certain Security Agreement dated August 15, 1985 between Assignor as Secured Party and CONTRACT ACCOUNT # 589280 as Debtor, Assignor has granted a Security Interest in the following equipment financed by Debtor, to Assignee per a Non-Recourse Assignment of Payments dated 11/2/85 between Assignor and Assignee:

- 1 (one) 1985 Utility Body Truck, Model #CC 209903, S/N 1GBGC24MEFJ171344

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 Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan
(Signature of Secured Party)

J. David Kommalan, V.P.

Type or Print Above Name on Above Line

MP
RECEIVED BY CLERK
ANN ARUNDEL COUNTY
1985 NOV 25 AM 10:06
E. AUBREY COLLISON
CLERK

Filed with Anne Arundel County.

Mailed to Secured Party

11.50

259339

LIBER - 492 PAGE 49

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Trans-American Leasing Corporation

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard 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) _____

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 contract payments under a certain Security Agreement dated October 15, 1985 between Assignor as Secured Party and CONTRACT ACCOUNT #585101 as Debtor, Assignor has granted a Security Interest in the following equipment financed by Debtor, to Assignee per a Non-Recourse Assignment of Payments dated 11/12/85 between Assignor and Assignee:

1 (one) 1986 Ford F 250 Diesel 4 wheel Drive S/N 1FTHX2619GKA13838

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 Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan
(Signature of Secured Party)

J. David Kommalan, V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

Mailed to Secured Party

WEB, I

RECORDED
POSTAGE
ANNAPOLIS CITY MD 21403
NOV 25 85

RECORDED
ANNAPOLIS CITY, ANN. COUNTY
1985 NOV 25 AM 10:06
E. AUBREY COLLISON
CLERK

11.50

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.

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 500 N. Calvert St., Baltimore, Md. 21202

RECORD FEE 11.00
POSTAGE 50
BALTIMORE COUNTY 108:24
NOV 25 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 Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated June 27, 1985, Schedule 02 dated November 1, 1985, between Assignor as Lessor and LEASE ACCOUNT #587260 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 11/12/85, between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK THE LINES WHICH APPLY

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

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

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

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)
Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

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

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan
(Signature of Secured Party)

J. David Kommalan V.P.
Type or Print Above Name on Above Line

FILED WITH ANNE ARUNDEL COUNTY

Mailed to Secured Party

AMCPPEL

1985 NOV 25 AM 10:06
E. AUBREY COLLISON
CLERK

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Computer System VAX Microvax II 3MB S/N BT01237 with 2MB Expansion Memory Model MS 630-BA
1 (one)	QZ099-H3 VAX Cobol/Micro VMS
1 (one)	QZ099-UZ VAX Cobol/Micro VMS
1 (one)	QZ897-UZ VAX CDD/Micro VMS
1 (one)	QZ897-H3 VAX CDD/Micro VMS
1 (one)	Mag Tape Drive S/N 5051280
1 (one)	Eagle Disc Drive 474MB S/N B24116
1 (one)	Emacs for Microvax II VMS S/N L85090007
1 (one)	Model C-ITOH 600 LPM Printer w/Controller
1 (one)	Q4015-UZ
1 (one)	Q4015-H3
1 (one)	QZ898-H5-DTR
1 (one)	QZ898-UZ-DTR
5 (five)	VT220 Terminals & Keyboards S/N's TA39219 - B05150K632 TA39490 - B05100THW4 TA39444 - B051105671 TA39530 - B051104068 TA39409 - B04390WZ27
5 (five)	VT220 Terminals & Keyboards S/N's

Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro, III

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

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: [Signature]

11.30

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

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

RECEIVED FEE 11.00
50
NOV 25 1985

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard 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) _____

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 October 1, 1985, schedule 01 dated October 2, 1985 between Assignor as Lessor and LEASE ACCOUNT #581001 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 11/12/85, between Assignor and Assignee:

1 (one) Model 10/2 Computer System S/N Q1748-C8993, 1 (one) Model 19109 45 MB Disc Drive S/N P5568, 1 (one) Model 9406 Cartridge Tape Drive S/N C9160, 3 (three) Model 4032 VT 3 terminals S/N's P9715, P9727, P9642, 1 (one) Model 6251 Communication Controller C8855, Basic inventory module, open to buy module, accounts payable module, general ledger module, point-of-sale module, Hashing module, Omron Interface.

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 Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan
(Signature of Secured Party)

J. David Kommalan, V.P.
Type or Print Above Name on Above Line

RECEIVED RECORDS SECTION ANNE ARUNDEL COUNTY
1985 NOV 25 AM 10:06
E. AUBREY COLLISON
CLERK

Filed with Anne Arundel County.

Mailed to Secured Party

11.80

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202

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

RECORD FEE 11.00
POSTAGE .50
NOV 25 1985 10:25 AM
100 25 85

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 May 8, 1985, Schedule 03, dated October 25, 1985 between Assignor as Lessor and LEASE ACCOUNT NUMBER 588050 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 11/12/85, between Assignor and Assignee:

- 1 (one) TI Model 940 Terminal S/N 0264050012, 1 (one) 128K Memory, 1 (one) Solutions Processor Board, 1 (one) Counter Pro Cash Draw w/Cable, 1 (one) Octacomm 6 Chanel Multi Multiplexer, Rental Sales Counter System, Rental Sales Reservation System, Rental Sales Accounting system, Rental Sales Inventory Control and Analysis System, Accounts Receivable, Mailing List and Label.

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 Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan
(Signature of Secured Party)

J. David Kommalan, V.P.

Type or Print Above Name on Above Line

RECEIVED IN RECORD
F. S. A. COUNTY
1985 NOV 25 AM 10:06
E. AUBREY COLLISON
CLERK

Filed with Anne Arundel County.

Mailed to Secured Party

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
Annapolis, Maryland 21401

LIBER - 492 PAGE 54

FINANCING STATEMENT

259343

1. Name of Debtor(s): Cox Electronics, Inc.
1135 A Annapolis Road
Address: Odenton, MD 21113

Not
Subject to
recording tax
of \$ N/A

SECURITY FEE 11.00
POSTAGE .50
NOV 25 1985

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 Statment covers the following types (or items) of
property:
Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now
owned and hereafter acquired, excluding Motor Vehicles.

Debtor(s): Cox Electronics, Inc.

Secured Party:

by, Charles E. Cox
Charles E. Cox, President

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By Paul R. O'Connell
(Authorized Signature)

Paul R. O'Connell, A.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.)

Mailed to Secured Party

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 NOV 25 AM 10:06

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. # 4731

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Jeffrey L. Johnson T/A Recreation Environments Company
Address 625 Rolling Dale Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, Annapolis, Maryland 21401

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

3. Maturity date of obligation (if any) _____

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

(one) Kaypro 286 I Computer with Printer S/N 293377/04001408

(Conditional Sales Contract)

RECORD FEE 12.00
POSTAGE 50
NOV 25 1985
NOV 25 1985

CHECK [X] 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)

- [X] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

Mailed to Secured Party

Jeffrey L. Johnson T/A Recreation Environments Company

(Signature of Debtor)

Jeffrey L. Johnson, Owner

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

National Surety Leasing, Inc.

(Signature of Secured Party) Carole K. Hardesty, President

Carole K. Hardesty, President

Type or Print Above Signature on Above Line

1985 NOV 25 AM 10:06
E. AUBREY COLLISON
CLERK

TO BE)
 NOT TO BE)

SUBJECT TO)
 NOT SUBJECT TO)

RECORDING TAX)
ON PRINCIPAL)
AMOUNT OF)
\$ _____)

FINANCING STATEMENT

1. Debtor(s):
(Jamesway Corporation)
(Name or Names - Print or Type)
(Rt. 173 & Rt. 175, Ridgeview Plaza, Odenton, MD)
(Address - Street No. City-County State Zip Code)

2. Secured Party:
(THE SAVERS LEASING CORP.)
(Name or Names - Print or Type)
(Suite 207, One North Charles St., 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 ATTACHED EQUIPMENT LIST

1700
50

- 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): JAMESWAY CORPORATION

SECURED PARTY:

Arnold D. Dunn TREASURER
(Signature of Debtor)

Arnold D. Dunn TREASURER
Type of Print

(Signature of Debtor)

Type or Print

THE SAVERS LEASING CORP.
(Company, if applicable)

Patricia L. Lannon
(Signature of Secured Party)

Type or Print (Include title if Company)

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

Name and Address: THE SAVERS LEASING CORP.
Suite 207, One North Charles Street
Baltimore, Maryland 21201

RECORDING FEE 17.00
FILING FEE 5.00
TOTAL 22.00
NOV 25 1985

1985 NOV 25 AM 10:06
AUBREY COLLISON
CLERK

Anne Arundel Cty.

[Handwritten mark]

ATTACHMENT TO FINANCING STATEMENT

This Financing Statement is made pursuant to section 16.10 of Equipment Lease No. _____ dated July 8, 1985, by and between the parties to this statement, for the purpose of protecting Lessor's right, title and interest in the above described property owned by Lessor and leased to Lessee. Neither the filing of this Statement nor anything contained herein shall extend or limit the scope to or alter the legal effect of said lease, nor shall this Financing Statement alter in any other manner Lessors' ownership of said property and/or any of Lessors' rights as the result of said ownership.

Description of Equipment:

SCHEDULE #1		EQUIPMENT LIST
		Jessup, Maryland
		Jamesway Store # 93
QUANTITY		DESCRIPTION
2		Feat end w/painted peg back
2		Gondola post extension start
4		Gondola psot extension addon
12		Painted pegboard back
8		Splicer channel 46-5/16
5		End platform
2		Feature end ext w/pained peg
2		End platform
12		9 in. tee connector for FE
100		End run post trim
1		48 in. bicycle tire display
4		FE w/painted solid rear back
12		Classic shelf 19440-BC
1		48L x 28H post ext.--starter
4		48L x 28H post ext.--add on
1		BPA-307-49 base plat add-on
2		4 ft. end stack
2		Painted solid back
1		3 ft. wall unit - starter
2		Painted pegboard back
1		04 ft. wall unit
1		3 ft. wall unit
1		3 ft. wall unit
2		Painted pegboard back
1		4 ft. full gondola starter
2		Feat end w/painted peg back
6		End platform
1		4 ft. full gondola starter
7		4 ft. full gondola add-on
16		Painted pegboard back
2		Feat end w/painted peg back
2		End platform
8		4 ft. open back stretcher
1		4 ft. full gondola starter
2		4 ft. end stack
2		Painted pegboard back
2		Painted solid back
2		Painted pegboard back
1		4 ft. full gondola starter
1		Feat end w/painted peg back
1		End platform
2		BPS-407-49 base plat starter
6		BPA-407-49 base plat add-on
2		End platform
1		Color for laminate is bitter sweet
4		Special classic DBL peg display

2	Special classic SGL peg display
14	18 in tubular cornice
4	Special classic divider display
4	Special classic angle 2-1/2x5 GALV
8	RHSMS 10x5/8
2	Special classic divider display
2	Special classic angle 2-1/2x5 GALV
4	RHSMS 10x5/8
1,100	Wedge
10	48" x 84" starter w/23" base
152	" " add-on w/23" base
162	" " peg back panel
7	36" x 84" add-on w/23" base
7	" " peg back panel
1	48" x 84" starter w/19" base
5	" " add-on w/19" base
2	84" inside corner for wall
2	48" x 84" starter w/o base
5	" " add-on w/o base
4	36" x 84" add-on w/o base
7	48" x 84" peg back panel
14	36" x 84" peg back panel
134	48" x 66" starter w/23" base
136	" " add-on w/23" base
440	" " peg back panel
68	" " peg feat. end
68	24" x 49" end platform
21	48" x 66" starter w/17" base
57	" " add-on w/17" base
156	" " peg back panel
42	36" x 66" peg feat. end
32	18" x 37" end platform
10	24" x 37" end platform
7	48" x 84" starter w/23" base
45	48" x 84" add-on w/23" base
104	48" x 84" peg back panels
14	" " peg feat. end'
14	24" x 49" end platform
1	48" x 54" starter w/23" base
7	" " add-on w/23" base
16	" " peg back panels
2	" " end stack
2	" " peg back panel
2	" " solid back panel
5	48" x 54" starter w/17" base
10	" " peg back panel
5	36" x 54" peg feat. end
5	18" x 37" end platform
160	F.E. tee brace & angles
4	48" x 60" starter w/17" base
8	36" x 60" peg feat. end
8	18" x 37" end platform
8	48" x 60" peg back panel
2	" " starter w/23" base
4	48" x 60" add-on w/23" base
12	" " peg backs
4	" " peg feat. end
4	18" x 49" end platform
50	24" x 49" assembled end platform w/bumper for center aisles
1	48" x 61" starter platform
3	48" x 61" add-on platform
1	24" x 61" end platform
1	48" x 49" starter platform
3	48" x 49" add-on platform
1	" " starter post ext.
3	" " add-on post ext.
2	48" x 37" starter platform
8	48" x 37" add-on platform
1	48" x 49" starter platform
4	" " add-on platform
12	24" post extension
6	24" end post extension
1	48" tooth brush rack
40	16" x 36" steel shelves
40	18" x 36" steel shelves
40	20" x 36" steel shelves
8	14" x 24" steel shelves
8	16" x 24" steel shelves
96	12" x 36" shelves
32	36" x 36" feature ends with double backs
20	6" post extension stub

LIBER - 492 PAGE

58

24	48" x 16" Glass shelves with shelf spanners
60	adjustable shelf support
1	10' wall run
80	12" x 36" steel shelves
80	14" x 36" " "
220	12" x 48" " "
500	14" x 48" " "
500	16" x 48" " "
500	18" x 48" " "
500	20" x 48" " "
100	22" x 48" " "
32	24" x 48" steel shelves
32	28" x 48" " "
12	18" x 48" c.c. shelves
12	20" x 48" c.c. shelves
20	14" x 48" c.c. shelves
4	14" x 36" " "
18	22" x 48" " "
8	22" x 36" " "
20	48" x 1 extended cross bar
70	48" hangrod
50	L.H. 14" hangrod brkt.
50	R.H. 14" hangrod brkt.
20	R.H. 3" stub hangrod brkt.
20	L.H. 3" stub hangrod brkt.
7	48" x 18" starter post ext.
33	48" x 18" add-on post ext.
2	platform
4	platform
3	extensions (start)
6	48" x 36" extensions (add)
1	48" x 37" starter platform
2	" " add-on platform
9	48" open back stretcher
1	48" x 37" starter platform
1	48" x 37" add-on platform
2	24" x 49" end platform
10	48" open back stretcher
1	48" x 84" starter w/23" base
1	26" x 84" starter w/23" base
1	" " add-on w/23" base
2	36" x 84" peg back
1	48" x 66" starter w/23" base
2	" " feat. end
6	18" x 49" end platform
1	48" x 66" starter w/29" base
7	48" x 66" add-on w/29" base
16	" " peg backs
2	" " feature end
2	24" x 61" end platform
8	Open back stretcher
1	48" x 54" starter w/23" base
2	" " end stack
2	" " peg back
2	" " solid back
2	" " peg back
1	" " starter w/ base
1	Feature end
1	13" x 37" end platform
2	48" x 49" starter platform
6	" " add-on platform
2	24" x 27" end platform

Mailed to Secured Party

259346

LIBER - 492 PAGE 60

COPY FOR FILING

FINANCING STATEMENT

Not Subject to Recordation Tax To Be Recorded Anne Arundel County

Subject to Recordation Tax; Principal
Amount is \$ 40,000.00 RECORDATION TAX IN THE AMOUNT

OF \$200.00 PAID TO BALTIMORE COUNTY ADDRESS

1. Debtors(s) (or assignor(s)) No. Street City State
Academy Leasing 601 Academy Avenue Owings Mills, Md. 21117

2. Secured Party (or assignee)
CENTRAL SAVINGS BANK, 201 N. Charles Street Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:
Equipment Lease between debtor and:

Capitol Express, Inc.
8125 Stayton Drive
Jessup, MD 20794

RECORD FEE 12.00
POSTAGE 50
NOV 25 1985

Eq: 1 Security System
(1) Digital Key Pad
(2) Master Controls MPI-725
(6) Switches
(4) Infra-red Controls
(7) Garage Door Switches
(3) Infra-red microwave 8184
(1) " " 8110
Service fees 18 mos., monitor service 18 mos.

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:

CENTRAL SAVINGS BANK

By: G. A. Lenglet, Jr.

Type Name G. A. Lenglet, Jr.

Title Vice President

Debtor(s) or Assignor(s)

Academy Leasing

Gerry Weiss
Gerry Weiss

Type or Print Name and Title of Each Signature

CSB1-101CL (9/81)

RECORDED
ANNE ARUNDEL COUNTY
1985 NOV 25 AM 10:07
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

TO BE)
 NOT TO BE)
RECORDED IN
LAND RECORDS

SUBJECT TO)
 NOT SUBJECT TO)
RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

RECORD FEE 12.00
RECORD FEE 13.00
POSTAGE 50
NOV 25 1985

FINANCING STATEMENT

1. Debtor(s):
- Hutzler Brothers Company
Name or Names - Print or Type
- 222 N. Howard Street, Baltimore, MD 21201
Address - Street No. City-County State Zip Code
- Name or Names - Print or Type
- Address - Street No. City-County State Zip Code
2. Secured Party:
- THE SAVERS LEASING CORP.
Name or Names - Print or Type
- Suite 207, One North Charles St., 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 Attached Equipment Schedule

2500
250

RECEIVED BY RECORDING OFFICER BALTIMORE COUNTY
1985 NOV 25 AM 10:07
E. AUDREY COLLISON
CLERK
Anne Arundel City

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:

David C. Foell
(Signature of Debtor)

David C. Forell, VP - Finance
Type or Print

(Signature of Debtor)

Type or Print

THE SAVERS LEASING CORP.
(Company, if applicable)

(Signature of Secured Party)

Type or Print (Include title if Company)

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

Name and Address: THE SAVERS LEASING CORP.
Suite 207, One North Charles Street
Baltimore, Maryland 21201

^

ATTACHMENT TO FINANCING STATEMENT

This Financing Statement is made pursuant to section 16.10 of Equipment Lease No. L 363 dated July 1, 19 85, by and between the parties to this statement, for the purpose of protecting Lessor's right, title and interest in the above described property owned by Lessor and leased to Lessee. Neither the filing of this Statement nor anything contained herein shall extend or limit the scope to or alter the legal effect of said lease, nor shall this Financing Statement alter in any other manner Lessors' ownership of said property and/or any of Lessors' rights as the result of said ownership.

Description of Equipment:

HUTZLER BROTHERS COMPANY
EQUIPMENT SCHEDULE

<u>VENDOR</u>	<u>INSTALL. DATE</u>	<u>INVOICE #</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
Halcyon Group	9/16	11475	Harundale	58.67 sq. yds. Carpet
Barrett Hill, Inc.	9/20	20791	Inner Harb	Tripod stool
Maryland Metal Moulding Co., Inc.	9/9 9/17	146026 146113	Salisb. Salisb.	Fixtures Fixtures
Skarie, Inc.	9/16	48082	Multi	PC#621 Drill
Balto. Display Indust., Inc.	9/10 9/11 9/11	44481 44534 44533	Towson Towson Towson	#WOB4 Display Fixture Jewelry case trim cover Jewelry case trim cover
Manhattan Store Interiors	8/23	20583	Westview	Display fixture
Halcyon Group	8/10 8/10	11117 11052	Harundale Harundale	26.67 sq. yds. Carpet 25.78 sq. yds. Carpet
Shepherd Electric	9/5 9/5	34433 34693	Harundale Harundale	Lighting fixtures Lighting fixtures
National Lumber	9/10	46731	Salisb.	Fixtures
Maryland Metal Moulding Co.	9/3	145890	Salisb.	Fixtures
Rolm Midatlantic	8/30 9/3	M29134 0497B	Towson Security Harundale	Telephone equipment VSCBX Business Communicati System - Balance of contra
Austin Fabricat'n	8/13	982	Security	18 Plexiglass sweater unit

Acrylics Unlimited	9/10	487		Security equipment:
			Towson	8,000 pcs.
			Security	5,000 pcs.
			Westview	3,000 pcs.
			Eastpoint	2,000 pcs.
			W. Marsh	2,000 pcs.
			Salisb.	1,000 pcs.
			Palace	2,000 pcs.
			Harundale	1,000 pcs.
			Harford	1,000 pcs.
Specialized Prod.	9/27	225481	Multi	Tool kits - POS Repair
Baynesville Elect.	9/10	46410	Multi	Oscilloscope #9060 Beckman
Heuer Upholst.	9/3	454	Towson	Reupholster 7 chairs - restaur
R. E. Michel Co.	8/19	17-023641	Towson	Air cond. unit - Telephone Roc
Balto. Display	8/10	42250	Salisb.	13 SW2 Display fixtures
Graybar Co.	8/21	316346	Multi	4 Cords
	8/16	315656	Multi	4 Telephones
Balto. Display	8/13	43168	Security	Shelves
	8/10	42664	Towson	Sign holders
	8/10	42489	Eastpoint	Jewelry showcase pads
	8/10	42862	W. Marsh	Wall fixtures
Thompson Indust.	9/23	6251	Towson	Screen
Lafayette Display	9/12	7252	Harundale	Fixture Hardware
Wright Line	9/25	5181601	Multi	Office shelves
	8.23	4718701	Multi	Office shelves
Alloy Metal Prod.	9/17	07186	Towson	Restaurant dish table
Economics Lab.	9/4	89355	Towson	Dishwasher

Capitol Hardware	8/13	57329	Salisb.	Fixture Hardware
	8/14	57398	Salisb.	Fixture Hardware
	8/16	57504	Salisb.	Fixture Hardware
	8/9	57148	Harundale	Fixture Hardware
	8/31	58608	Inner Harb	Fixture Hardware
Lafayette Display	10/21	7668	Salisb.	Fixture Hardware
	10/1	7443	Inner Harb	Fixture Hardware
Coord. Store Interiors	10/18	6434	Harundale	Fixture Hardware
Halcyon Group	10/10	11685	Harundale	58.0 sq. yds Carpet
Lafayette Display	10/1	7442	Towson	Belt fixtures
Leo Prager, Inc.	10/7	709/1	Towson	Tie fixtures
Baltimore Display	10/7	45638		Tables:
			W. Marsh	6
			Inner Harb	6
			Eastpoint	6
			Towson	15
			Salisb.	4
			Harundale	8
			Security	8
			Westview	8
Baltimore Display	10/11	45892	Towson	Glass cubes
Precision Plastics	9/26	8833	Towson	Platforms
	9/26	8836	Towson	Light boxes
	9/26	8834	Towson	Pedestals
Western Mill & Lumber	9/11	9960	Westview	Chrome Hardware, Jr. Dept.
	9/23	10176	Westview	Chrome Hardware, Jr. Dept.

Baltimore Display	10/8	45678	Towson	Grid walls, Mens & Childrens
	10/14	45967	Towson	Grid walls, Mens & Childrens
	10/11	45893	Salisbury	Mirror backs for fixtures
Gar-Ron Plastics	9/26	2031	Westview	Plexiglass strips
Austin Fabrications	10/4	1014	Towson	Sign holders
Viking Chemical	10/16	16369	Towson	#2015 wet/dry vacuum
Codex	10/10	780040	Multi	Modems-Data processing
Gar-Ron Plastics	8/23	1714	Towson	Plexiglass for Jrs. Dept.
	9/19	1890	Westview	Plexiglass for Jrs. Dept.
	9/19	1899	Eastpoint	Plexiglass
	8/30	1747	Harundale	Mirror strips for Cosmetics
Russell William	8/16	22414		Plexiglass Nester bins
			W. Marsh	4
			Eastpoint	4
			Towson	6 (includes 2 umbrella quads)
			Security	4
Westview	4			
Greneker/Wolf & Vine	8/8	6048	Salisbury	Ladies Hanger fixtures
	9/16	6285	Salisbury	Mens Hanger fixtures
Corman & Assoc.	8/15	13608		Neon Bars
			W. Marsh	1-744B; 2-787B
			Inner Harb	1-744B
			Harundale	1-744B
			Westview	1-744B
Eastpoint	1-744B; 2-787B			
Display Trends	9/9	1269	Towson	Floor racks-shoes
				Ladies sportswear form
Susan Crane, Inc.	8/20	42782	Towson	Ladder stands, grids, drawing
Precision Plastics	8/30	8751		Light boxes & Literature disp
			Harundale	2
			Salisb.	2
Security	16			

Precision Plastics	8/22	8703	Westview	White cubes
	8/22	8702	Westview	Grids
	8/22	8704		Cubes, tables
			Security	4 tables, 12 cubes
			Harundale	2 tables, 10 cubes
			Towson	9 cubes
Capitol Hardware	9/11	59159	Sarasota	Fixture Hardware
	9/18	59676	Sarasota	Fixture Hardware
Phoenix Carpet	9/30	56023	Sarasota	Carpet
Lafayette Display	10/1	7441	Sarasota	Fixtures
Clodan Carpets	9/17	4218	Sarasota	Carpet
TOTAL				

Mailed to Secured Party

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

October 24, 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 430 Pg 586 in Office of Clerk of CT-AA County (County and State)
(Filing Officer)

Debtor or Debtors (name and Address): Joan Dieterich
539 King Malcolm Ave
Odenton MD

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. III
Secured Party

By *D. M. Ferguson*
Its Branch Office Manager
D. M. Ferguson

15945-9

Form 91 MD (3-79)

RECEIVED
CLERK OF COURT

1985 NOV 25 AM 10:08

E. AUBREY COLLISON
CLERK

HOUSEHOLD FINANCE CORPORATION

FREE STATE PLAZA

15516 ANNAPOLIS ROAD

BOWIE, MARYLAND 20715

RECORD FEE 10.00
FILED
NOV 20 1985
CLERK OF COURT

190652-A das
Not to be recorded
in Land Records

LIBER - 192 PAGE 68

11-13-85 259348

Tax:
Principal Amount is
\$ 164,500.00

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor: ST. JAMES CONSTRUCTION CO., INC. Address: P.O. Box 611 Severna Park, Maryland 21146

2. Secured Parties: THE FIRST NATIONAL BANK OF MARYLAND Address of all Secured Parties: P.O. Box 1596 Baltimore, Maryland 21203

JOHN W. McCLEAN
Trustee

ANNA M. MARCELLINO
Trustee

RECORD FEE 11.00
POSTAGE .50
#17074 1345 102 111.00

NOV 25 85

3. This Financing Statement covers:

(a) 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 land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting, 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 including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral.

4. The aforesaid items are included as security in a deed of trust given by Debtor to JOHN W. McCLEAN and ANNA M. MARCELLINO Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The First National Bank of Maryland.

11-a
[Signature]

- 5. Proceeds of collateral are covered hereunder.
- 6. The land is Lot No. 9, BELLEVIEW ESTATES, Section 1, Plat Book 62 folio 30 and is more particularly described in the Deed of Trust referred to above.

DEBTOR:
ST. JAMES CONSTRUCTION CO., INC.

BY: *[Signature]*
EDWARD J. DYAS, JR., President

SECURED PARTIES:

THE FIRST NATIONAL BANK OF MARYLAND

BY: *[Signature]*
JOHN W. McCLEAN, Vice-President

[Signature]
JOHN W. McCLEAN TRUSTEE

[Signature]
ANNA M. MARCELLINO TRUSTEE

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

THE FIRST NATIONAL BANK OF MARYLAND
P.O. Box 1596
Baltimore, Maryland 21203

ATTN: ANNA M. MARCELLINO
C.R.E.M. DEPT.

Mailed to Secured Party

190651-A das
Not to be recorded
in Land Records

11-13-85 259349
Tax:
Principal Amount is
\$ 164,500.00

LIBER - 492 PAGE 69

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor:
ST. JAMES CONSTRUCTION CO., INC.

Address:
P.O. Box 611
Severna Park, Maryland 21146

2. Secured Parties:

Address of all Secured Parties:

THE FIRST NATIONAL BANK
OF MARYLAND

P.O. Box 1596
Baltimore, Maryland 21203

JOHN W. McCLEAN
Trustee

ANNA M. MARCELLINO
Trustee

3. This Financing Statement covers:

- (a) 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 land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting, 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 including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.
- (b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral.

4. The aforesaid items are included as security in a deed of trust given by Debtor to JOHN W. McCLEAN and ANNA M. MARCELLINO Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The First National Bank of Maryland.

RECORDED FEE 11-00
POSTAGE .30
#07072 1345 1002 110:59
NOV 25 85

1985 NOV 25 AM 11:12
E. AUBREY COLLISON
CLERK

1-1-85
OK

- 5. Proceeds of collateral are covered hereunder.
- 6. The land is Lot No. 8, BELLEVIEW ESTATES, Section 1, Plat Book 62, folio 30 and is more particularly described in the Deed of Trust referred to above.

DEBTOR:
ST. JAMES CONSTRUCTION CO., INC.

BY: *[Signature]*
EDWARD J. DYAS, JR.

SECURED PARTIES:

THE FIRST NATIONAL BANK OF MARYLAND

BY: *[Signature]*
JOHN W. McCLEAN, Vice-President

[Signature]
JOHN W. McCLEAN TRUSTEE

[Signature]
ANNA M. MARCELLINO TRUSTEE

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

THE FIRST NATIONAL BANK OF MARYLAND
P.O. Box 1596
Baltimore, Maryland 21203

ATTN: ANNA M. MARCELLINO
C.R.E.M. DEPT.

Mailed to Secured Party

11-13-85

259350

Not to be recorded
in Land Records

Tax:
Principal Amount is
\$ 164,500.00

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan

FINANCING STATEMENT

1. Debtor:
ST. JAMES CONSTRUCTION CO., INC.

Address:
P.O. Box 611
Severna Park, Maryland 21146

2. Secured Parties:

Address of all Secured Parties:

THE FIRST NATIONAL BANK
OF MARYLAND

P.O. Box 1596
Baltimore, Maryland 21203

JOHN W. McCLEAN
Trustee

ANNA M. MARCELLINO
Trustee

RECORD FEE 11.00
POSTAGE .50
#07070 1345 102 110:58
NOV 25 85

3. This Financing Statement covers:

(a) 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 land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting, 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 including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral.

4. The aforesaid items are included as security in a deed of trust given by Debtor to JOHN W. McCLEAN and ANNA M. MARCELLINO Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The First National Bank of Maryland.

11-25-85

1985 NOV 25 AM 11:12
E. AUDREY COLLISON
CLERK

- 5. Proceeds of collateral are covered hereunder.
- 6. The land is Lot No. 4, BELLEVIEW ESTATES, Section 1, Plat Book 62 folio 30 and is more particularly described in the Deed of Trust referred to above.

DEBTOR:
ST. JAMES CONSTRUCTION CO., INC.

BY: *[Signature]*
EDWARD J. DYAS, JR., President

SECURED PARTIES:

THE FIRST NATIONAL BANK OF MARYLAND

BY: *[Signature]*
JOHN W. McCLEAN, Vice-President

[Signature]
JOHN W. McCLEAN TRUSTEE

[Signature]
ANNA M. MARCELLINO TRUSTEE

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

THE FIRST NATIONAL BANK OF MARYLAND
P.O. Box 1596
Baltimore, Maryland 21203

Mail to

ATTN: ANNA M. MARCELLINO
C.R.E.M. DEPT.

190649-A das

11-13-85 259351

Not to be recorded
in Land Records

Tax:
Principal Amount is
\$ 164,500.00

LIBER - 492 PAGE 73

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor:
ST. JAMES CONSTRUCTION CO., INC.

Address:
P.O. BOX 611
Severna Park, Maryland 21146

2. Secured Parties:

Address of all Secured Parties:

THE FIRST NATIONAL BANK
OF MARYLAND

P.O. Box 1596
Baltimore, Maryland 21203

JOHN W. McCLEAN
Trustee

ANNA M. MARCELLINO
Trustee

3. This Financing Statement covers:

(a) 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 land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting, 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 including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral.

4. The aforesaid items are included as security in a deed of trust given by Debtor to JOHN W. McCLEAN and ANNA M. MARCELLINO Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The First National Bank of Maryland.

MP
RECORDED
ANNE ARUNDEL COUNTY
NOV 25 AM 11:12
COLLISON
11-00
10-15Z
NOV 25 '85

11-2
2

- 5. Proceeds of collateral are covered hereunder.
- 6. The land is Lot No. 14, BELLEVIEW ESTATES, Section Two, Plat Two, Plat Book 71 folio 37 and is more particularly described in the Deed of Trust referred to above.

DEBTOR:
ST. JAMES CONSTRUCTION CO., INC.

BY: *Edward J. Dyas, Jr.*
EDWARD J. DYAS, JR., President

SECURED PARTIES:

THE FIRST NATIONAL BANK OF MARYLAND

BY: *John W. McClean*
JOHN W. McCLEAN, Vice-President

John W. McClean
JOHN W. McCLEAN TRUSTEE

Anna M. Marcellino
ANNA M. MARCELLINO TRUSTEE

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

THE FIRST NATIONAL BANK OF MARYLAND
P.O. Box 1596
Mail to Baltimore, Maryland 21203

ATTN: ANNA M. MARCELLINO
C.R.E.M. DEPT.

190650-A das

LIBER -492 PAGE 75

11-13-85 259352

Not to be recorded
in Land Records

Tax:
Principal Amount is
\$ 164,500.00

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor:
ST. JAMES CONSTRUCTION CO., INC.

Address:
P.O. Box 611
Severna Park, Maryland 21146

1985 NOV 25 AM 12
MARCELLINO

2. Secured Parties:

Address of all Secured Parties:

THE FIRST NATIONAL BANK
OF MARYLAND

P.O. Box 1596
Baltimore, Maryland 21203

JOHN W. McCLEAN
Trustee

ANNA M. MARCELLINO
Trustee

3. This Financing Statement covers:

(a) 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 land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting, 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 including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral.

4. The aforesaid items are included as security in a deed of trust given by Debtor to JOHN W. McCLEAN and ANNA M. MARCELLINO Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The First National Bank of Maryland.

11-2
&

RECORDING FEE 11.00
50
NOV 25 85

- 5. Proceeds of collateral are covered hereunder.
- 6. The land is Lot No. 3, BELLEVIEW ESTATES, Section 1, Plat Book 62 folio 30 and is more particularly described in the Deed of Trust referred to above.

DEBTOR:
ST. JAMES CONSTRUCTION CO., INC.

BY: *[Signature]*
EDWARD J. DYAS, JR., President

SECURED PARTIES:

THE FIRST NATIONAL BANK OF MARYLAND

BY: *[Signature]*
JOHN W. McCLEAN, Vice-President

[Signature]
JOHN W. McCLEAN TRUSTEE

[Signature]
ANNA M. MARCELLINO TRUSTEE

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

Mail to THE FIRST NATIONAL BANK OF MARYLAND
P.O. Box 1596
Baltimore, Maryland 21203

ATTN: ANNA M. MARCELLINO
C.R.E.M. DEPT.

11-13-85
259353

Not to be recorded
in Land Records

Tax:
Principal Amount is
\$ 164,500.00

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor:
ST. JAMES CONSTRUCTION CO., INC.

Address:
P.O. Box 611
Severna Park, Maryland 21146

2. Secured Parties:

Address of all Secured Parties:

THE FIRST NATIONAL BANK
OF MARYLAND

P.O. Box 1596
Baltimore, Maryland 21203

JOHN W. McCLEAN
Trustee

ANNA M. MARCELLINO
Trustee

3. This Financing Statement covers:

(a) 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 land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting, 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 including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected, or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral.

4. The aforesaid items are included as security in a deed of trust given by Debtor to JOHN W. McCLEAN and ANNA M. MARCELLINO Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The First National Bank of Maryland.

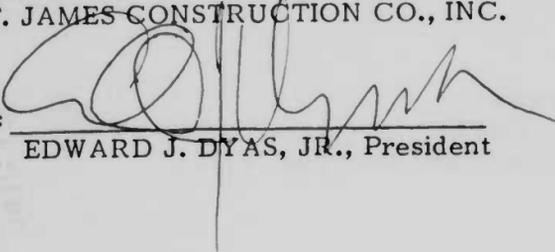
RECORD FEE 11.00
POSTAGE .50
NOTICE 0345 102 110:54
NOV 25 85
1965 NOV 25 AM 11:12
F. MARSHY COLLISON

11-22

5. Proceeds of collateral are covered hereunder.

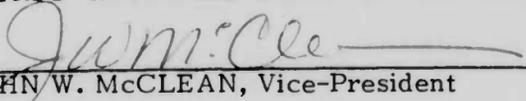
6. The land is Lot No. 13, BELLEVIEW ESTATES, Section Two, Plat Two, Plat Book 71 folio 37 ✓
and is more particularly described in the Deed of Trust referred to above.

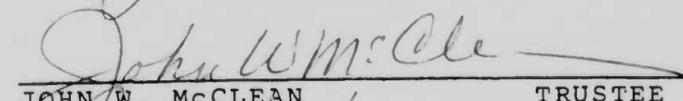
DEBTOR:
ST. JAMES CONSTRUCTION CO., INC.

BY: 
EDWARD J. DYAS, JR., President

SECURED PARTIES:

THE FIRST NATIONAL BANK OF MARYLAND

BY: 
JOHN W. McCLEAN, Vice-President ✓


JOHN W. McCLEAN TRUSTEE ✓


ANNA M. MARCELLINO TRUSTEE ✓

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

Mail to THE FIRST NATIONAL BANK OF MARYLAND
P.O. Box 1596
Baltimore, Maryland 21203

ATTN: ANNA M. MARCELLINO
C.R.E.M. DEPT.

Not to be recorded
in Land Records

Tax:
Principal Amount is
\$ 164,500.00

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor:
ST. JAMES CONSTRUCTION CO., INC.

Address:
P.O. Box 611
Severna Park, Maryland 21146

2. Secured Parties:

Address of all Secured Parties:

THE FIRST NATIONAL BANK
OF MARYLAND

P.O. Box 1596
Baltimore, Maryland 21203

JOHN W. McCLEAN
Trustee

ANNA M. MARCELLINO
Trustee

3. This Financing Statement covers:

(a) 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 land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting, 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 including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral.

4. The aforesaid items are included as security in a deed of trust given by Debtor to JOHN W. McCLEAN and ANNA M. MARCELLINO Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The First National Bank of Maryland.

MP
RECORDED
ANNE ARUNDEL COUNTY
1965 NOV 25 AM 11:12
E. AUBREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
NOV 25 1965

11.00
50

- 5. Proceeds of collateral are covered hereunder.
- 6. The land is Lot 12, BELLEVIEW ESTATES, Section Two, Plat Two, Plat Book 71 folio 37 and is more particularly described in the Deed of Trust referred to above.

DEBTOR:
ST. JAMES CONSTRUCTION CO., INC.

BY: *[Signature]*
EDWARD J. DYAS, JR., President

SECURED PARTIES:

THE FIRST NATIONAL BANK OF MARYLAND

BY: *[Signature]*
JOHN W. McCLEAN, Vice-President

[Signature]
JOHN W. McCLEAN TRUSTEE

[Signature]
ANNA M. MARCELLINO TRUSTEE

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

Mail to THE FIRST NATIONAL BANK OF MARYLAND
P.O. Box 1596
Baltimore, Maryland 21203

ATTN: ANNA M. MARCELLINO
C.R.E.M. DEPT.

Not to be recorded
in Land Records

Tax:
Principal Amount is
\$ 164,500.00

The appropriate amount of documentary stamps are affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

1. Debtor:
ST. JAMES CONSTRUCTION CO., INC.

Address:
P.O. Box 611
Severna Park, Maryland 21146

2. Secured Parties:

Address of all Secured Parties

THE FIRST NATIONAL BANK
OF MARYLAND

P.O. Box 1596
Baltimore, Maryland 21203

JOHN W. McCLEAN
Trustee

ANNA M. MARCELLINO
Trustee

3. This Financing Statement covers:

(a) 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 land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, air-cooling, and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting, 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 including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral.

4. The aforesaid items are included as security in a deed of trust given by Debtor to JOHN W. McCLEAN and ANNA M. MARCELLINO Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The First National Bank of Maryland.

RECORDED
ANNE ARUNDEL COUNTY
1985 NOV 25 AM 11:12
E. AUGUSTY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
#27060 (345 10) 2 110451
NOV 25 85

11-4
9

- 5. Proceeds of collateral are covered hereunder.
- 6. The land is Lot No. 9, BELLEVIEW ESTATES, Section Two, Plat Two, Plat Book 71 folio 37 and is more particularly described in the Deed of Trust referred to above.

DEBTOR:
 ST. JAMES CONSTRUCTION CO., INC.
 BY: [Signature]
 EDWARD J. DYAS, JR., President

SECURED PARTIES:
 THE FIRST NATIONAL BANK OF MARYLAND
 BY: [Signature]
 JOHN W. McCLEAN, Vice-President
[Signature]
 JOHN W. McCLEAN TRUSTEE
[Signature]
 ANNA M. MARCELLINO TRUSTEE

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

Mail to THE FIRST NATIONAL BANK OF MARYLAND
 P.O. Box 1596
 Baltimore, Maryland 21203
 ATTN: ANNA M. MARCELLINO
 C.R.E.M. DEPT.

Anne Arundel County, Maryland

LIBER - 492 PAGE 83

259356

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 \$200,000.00. 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, MD Circuit Court.

5. Debtor(s) Name(s) Address(es)
 O'LEARY'S SEAFOOD RESTAURANT 7304 Parkway Drive South
 LIMITED PARTNERSHIP Hanover, Maryland 21076

RECORDATION FEE 11.00
 RECORDATION TAX 1400.00
 NOV 27 07 17 AM '85 11:45 AM
 NOV 25 85

6. Secured Party Address
 Equitable Bank, National Association 100 South Charles Street
 Attention: Wendy Spath Baltimore, Maryland 21201
 Loan Documentation Asst.

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

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

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

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

Debtors O'LEARY'S SEAFOOD RESTAURANT LIMITED PARTNERSHIP

By: Thomas O'Leary (Seal)
 Thomas O'Leary, General Partner
 _____ (Seal)

By: C.U.B., INC., General Partner (Seal)
 By: Thomas O'Leary, Pres (Seal)
 Thomas O'Leary, 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)

Mail to _____

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

1985 NOV 25 PM 3:48
 E. AUBREY COLLISON
 CLERK

1100
 1400.00



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.
- 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)
 C.U.B., INC., t/a O'Leary's 7304 Parkway Drive South
 Seafood Restaurant II Hanover, Maryland 21076

RECORD FEE 12.00
 MORTGAGE 50
 ADVISE 0777 002 11500
 NOV 25 85

6. Secured Party Address
 Equitable Bank, National Association 100 South Charles Street
 Attention: Wendy Spath Baltimore, Maryland 21201
(Type name & title)
 Loan Documentation Asst.

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

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

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

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

Debtors C.U.B., INC., t/a O'Leary's
 Seafood Restaurant II (Seal) _____ (Seal)
 By: Thomas O'Leary, Pres. (Seal) _____ (Seal)
 Thomas O'Leary, 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)

Mail to EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

RECEIVED FOR RECORD
 CIRCUIT COURT, A. A. COUNTY

1985 NOV 25 PM 3:48

E. AUBREY COLLISON
 CLERK

12.50

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 association, and C.U.B., Inc., t/a O'Leary's Seafood Restaurant II.

Collateral Section "G" Continued

All right, title, and interest, now and hereafter existing, in and to the Class H Beer, Wine and Liquor License issued by Anne Arundel County Liquor Board with respect to the business premises at O'Leary's Seafood Restaurant Limited Partnership at 7304 Parkway Drive South, Hanover, Maryland 21076, together with all extensions and renewals thereof, and all proceeds (both cash and non-cash) and products.

C.U.B., INC., t/a O'Leary's Seafood
Restaurant II

✓ By: Thomas O'Leary, Pres. (SFAL)
Thomas O'Leary, President

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. \$ 31M

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 Bay Ridge Liquiors Inc.

Address 109 Hillsmere Drive, Annapolis MD 21403

2. SECURED PARTY

Name Borg Warner Leasing a div of Borg Warner Acceptance Corp

Address PO Box 130 Levittown NY 11756

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) walk-in cooler, icemachandiser & reach-in cooler, icemaker, shelving, displaymor

"and other equipment and all accessions, additions and replacements thereof, whether now owned or hereafter acquired. This financing statement does not constitute, and is not to be construed as, an admission that the relationship between the "Debtor" and the "Secured Party" constitutes a security agreement."

RECEIVED RECORDS SECTION 11-25-85 11:00 AM NOV 25 1985 E. AUBREY COLLISON CLERK

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

X Arthur L. Wray
(Signature of Debtor)

Bay Ridge Liquiors Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Josephine Collins
(Signature of Secured Party)
Borg Warner Leasing a div of Borg Warner Acceptance Corp
Type or Print Above Signature on Above Line

1100
2170

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 November 6, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Vagabond Yacht Charters, Ltd.
Address 971 Magothy Ave., Arnold, Maryland 21012

RECORDATION FEE
11.00
50
NOV 25 1985

2. SECURED PARTY

Name Key Financial Services Inc.
Address 57 River Street
Wellesley Hills, MA 02181

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) G5110593 V20008
1977 Albin Trawler 35' 9" Hull # HHG36108M77L USCG O/N: 591634
Engine: single, diesel, 120hp, Lehman, serial # 039862
Additional Equipment: VHF, depth finder, knot meter, stereo, 6 1/2
generator, air conditioning

MP
1985 NOV 25 PM 3:48
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

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

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

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

"NOT SUBJECT TO RECORDATION TAX"

Vagabond Yacht Charters, Ltd.

Thomas H. Hough TREAS
(Signature of Debtor)

Thomas H. Hough/Treasurer

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Joseph M. Desaut
(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

11/50

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 November 6, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hough, Thomas, H. and Hough, Ruth, M.
Address 971 Magothy Ave., Arnold, Maryland 21012

2. SECURED PARTY

Name Key Financial Services Inc.
Address 57 River Street
Wellesley Hills, MA 02181

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list) G5110593 V20008

1977 Albin Trawler 35' 9" Hull # HHG36108M77L USCG O/N: 591634
Engine: single, diesel, 120hp, Lehman, serial # 039862
Additional Equipment: VHF, depth finder, knot meter, stereo, 6 1/2
generator, air conditioning

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)

"NOT SUBJECT TO RECORDATION TAX"

Thomas H. Hough
(Signature of Debtor)

Thomas H. Hough
Type or Print Above Name on Above Line

Ruth M. Hough
(Signature of Debtor)

Ruth M. Hough
Type or Print Above Signature on Above Line

Joseph P. ...
(Signature of Secured Party)

Key Financial Services Inc.
Type or Print Above Signature on Above Line

12/15/85

Mailed to Secured Party

RECORDED FEE 12.00
NOV 25 1985
1985 NOV 25 PM 3:48
E. AUBREY COLLISON
CLERK

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		Maturity Date (Optional):
Debtor and social security or IRS emp. ID number and Address: STEVEN BAVIS 264 CARROLL RD PASADENA, MD 21122	Secured Party and Address: SENCORE INC 3200 SENCORE DRIVE SIOUX FALLS, SD 57107	RECORD FEE 11.00 POSTAGE .50 NOV 25 1985 11:50 AM '85
This financing statement covers the following types (or items) of property: SENCORE ELECTRONIC TEST EQUIPMENT. MODEL NUMBERS 1 SC61		For Filing Officer (Date, Time, Number, and Filing Office):
not subject to recordation taxes		Assignee of secured party:
Describe real estate: (If collateral is crops) The above described crops are growing or are to be grown on, OR (If collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to:		1985 NOV 25 PM 3:48 SIOUX FALLS, SD E. AUBREY COLLISON CLERK
Check (X) if covered: <input checked="" type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of collateral are also covered		Number of additional sheets, if any:
Filed with:		
By: <u>Steve David Bain</u> Signature of Debtor	By: <u>Nancy Gabriel</u> Signature of Secured Party	
Form: SOS UCC 310 07/80	UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE	Approved by: Secretary of State, State of South Dakota.
(1) FILING OFFICER COPY - ALPHABETICAL		

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 Nov. 19, 1985 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 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.

RECORD FEE 11.00
POSTAGE 50
NOV 25 1985

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated October 15, 1985 between Assignor as Lessor and LEASE ACCOUNT #NR1045 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 11/12/85 between Assignor and Assignee:

- 1 (One) Bidmaster 4 Estimating Computer System S/N 193340
2 (Two) Estimating II Terminals S/N's T23843; T23846
1 (One) Altos II Terminal S/N T22635
2 (Two) Overlay Keyboards S/N's 3594; 3865
1 (One) Okidata 84 Printer S/N 193865
1 (One) Okidata 82 A Printer S/N 554065

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

Signature of Debtor

Frank J. Sarpo, III., Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed with the State of MD

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

Signature of Secured Party

William J. Ottey, V.P.
Type or Print Above Name on Above Line

Mailed to Secured Party

EST./ BROOKS/SHT.

RECEIVED BY RECORDS CLERK NOV 25 1985 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 November 19, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
NOV 25 1985 11:08 AM '85

1. DEBTOR

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

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association
Address 4102-08 Frederick Avenue
Baltimore, MD 21229

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under a certain True Lease Assignment dated August 21, 1985, schedule 01 dated August 27, 1985 between Assignor as Lessor and LEASE ACCOUNT NUMBER 581280 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 11/12/85, between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

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

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

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

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)
Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

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

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)
William J. Ottey, V.P.
Type or Print Above Name on Above Line

Filed with the State of MD.

Mailed to Secured Party

RECEIVED BY RECORDS
SECTION
1985 NOV 25 PM 3:48
E. AUBREY COLLISON
CLERK

COLARM
TCAI

EQUIPMENT LIST

Schedule 01

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Qantel Computer System 346 S/N J1228X
1 (one)	1600 BPI Tape Drive #5215
1 (one)	Controller Board #4805
1 (one)	150 MB Disk Drive #3511 - QF947
8 (eight)	32K Memory Modules #21080/81
10 (ten)	Qantel Work Station Terminals #VT-3 (All)
1 (one)	300 LPM Printer #5131-200912
1 (one)	150 CPS Printer #5131-200912
1 (one)	Qantel Modem
1 (one)	Qantel BEST Advanced Operating System
1 (one)	Work Station Work Terminal Line Driving Unit
1 (one)	Line Driver Hub Unit
1 (one)	MODE-I Software System, Serial #1.201 (Includes following modules) Order Entry, Inventory, Sales Analysis, Customer Service, Customer Label Printing, Accounts Receivable, Month-End Processing, Back Order Processing, Customer List Selection, Catalogue Response Analysis, Square Inch Analysis, Sales Forecasting Reports, Refunds/Exchange Processing, Order Delay Notices, Accounts Payable and Report Generator.

TRANS-AMERICAN LEASING CORPORATION

BY: _____

TITLE: _____

IRVINGTON FEDERAL SAVINGS & LOAN

BY: _____

TITLE: _____

Mailed to Secured Party

File No.
Record Reference:
Liber..... Folio.....

FINANCING STATEMENT

xxxx Not subject to Recordation Tax. To Be Recorded in The Land Records (For Fixtures Only).
Subject to Recordation Tax on principal amount of \$.....

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

1. The name(s) and address(es) of the Debtor(s) is(are)

<u>Name of Debtor</u>	<u>Address</u>
Natural Plants, Inc	1084 Minnetonka Road Severn, Maryland 21144

RECORD FEE
POSTAGE 11.00
50

#1136 DT77 NOV 11 1965
NOV 25 85

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

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

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

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

IMB PC-AT, 512K, 20MB Serial # 0219317
AMDEK 310A AMBR MONO MNTR Serial # 5381328
EPSON FX 185 PRINTER Serial # 04002994

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

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

Debtor

Secured Party (Assignee)

Natural Plants, Inc.....

THE CITIZENS NATIONAL BANK
Laurel, Maryland 20707

By: *David W.G. Wray / Pres*
David W.G. Wray/President

By: *Nina E. Hendrix*
Nina E. Hendrix/Branch Officer Manager

Natural Plants, Inc.....

By: *Michael D. McColgan V. Pres*
Michael D. McColgan/V. President

Type or print all names and titles under signatures.

Mailed to Secured Party

RECEIVED BY RECORDS
CLERK
1965 NOV 25 PM 3:49
E. AUBREY COLLISON
CLERK

212 42 4261
11-11 2A
Anne Arundel

LIBER - 492 PAGE 94 259365

Buyer's (Debtor's) Name (Last name first) Phipps, M Glenn	Purchaser's Mailing Address 1688 Heakness Dr Gambrills,	Zip Code Md 21054
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name Annapolis 4A Rental	Seller's Address 1719 Lincoln Dr Annap, Md 21401	Zip Code
BUYER'S SOC. SEC. NO. (First Signer) 212 42 4261		

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	650	Utility Dies. Tractor MEWD, ROPS Bar & Seat Belt Extra Trac tires	015203
1	N	JD	160	Mid Mount Mower	526842

RECORD FEE 11.00
POSTAGE 50
NOV 15 11 11:11
NOV 25 85

**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.

Transaction (is) (Is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ _____

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**

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

Mail to: **John Deere Company
P.O. Box 585
Syracuse, N.Y. 13201**

MP
RECEIVED FOR RECORD
COUNTY CLERK
1985 NOV 25 PM 3:49
E. AUBREY COLLISON
CLERK

Debtor resides in Anne Arundel (County) Note dated and signed 11/11/85 (Date) Debtor's Telephone No. 923 2193

M. Glenn Phipps, (Debtor's Signature) Annapolis 4A Rental (Seller's Name)
M. Glenn Phipps, (Debtor's Signature) David B. Graham, (Seller's (Secured Party) Signature) Sales

(Do not write below this line)

Mailed to Secured Party

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 \$ 12,850.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Department of Assessments & Taxation

5. Debtor(s) Name(s) Address(es)
American Security Storage of Annapolis, Inc. 11 Hudson Street, Annapolis, MD 21014
 8520 Rainswood Drive, Landover, MD 20785

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Donna M. McClurkin 100 S. Charles Street
 Loan Documentation Asst. Baltimore, Maryland 21201

RECORD FEE 11.00
 POSTAGE 50
 11/25/12
 NOV 25 05

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 **American Security Storage of Annapolis, Inc.** (Seal) _____ (Seal)

By: James A. Day (Seal) _____ (Seal)
James A. Day, President

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

11/20
 SD

RECEIVED FOR RECORD
 CLERK COURT ANNE ARUNDEL COUNTY
 1985 NOV 25 PM 3:49
 E. AUBREY COLLISON
 CLERK

SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, (the "Bank") and American Security Storage of Annapolis, Inc., (the "Borrower"), dated 10/17/85.

Section 7 F Continued

TIE Business Com Plus #2464 Telephone System
4 Circuit Trunk Cards
4 Circuit Station Cards
1 1236 Executive Display Telephone
11 1236 Electronic Telephones
1 1236 DSS/BLF Console
1 Page Access Card
3 Long Handset Cords

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)

Academic Underwriters of America, Inc.
900 Dudley Avenue
Cherry Hill, NJ 08002 - MAIL
1930 Lincoln Park Drive
Annapolis, MD 21402 - HOME

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

't Hooge Huys Holding USA BV
St. Laurensstraat 5 Alkmaar
Postbus 274
1800 BH Alkmaar
The Netherlands 3172-194194

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

RECORD FEE 11.00
MISTAKE 50
NOTICE 1:45 NOV 16:01
NOV 25 85

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

Debtor grants to Secured Party a security interest in all accounts receivables and contract rights arising under the Agreements dated February 1, 1978, January 11, 1978 and March 1, 1984 between Debtor and American Health and Life Insurance Company, and all supplements, extensions and amendments thereof, and all commissions and sums now or which hereafter become due to Debtor thereunder.

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

RECORDED
FIDELITY COUNTY
1985 NOV 25 PM 4:13
E. J. COLLISON
CLERK

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:

ACADEMIC UNDERWRITERS OF AMERICA, INC.

'T HOOGE HUYS HOLDING USA BV
By 'T HOOGE HUYS VERZEKERINGEN BV

By Thomas E. Wartenberg President

By Theo. J. Jansen op de Haar, Ex. Board

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

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):
Academic Underwriters of America, Inc.
1930 Lincoln Park Drive
Annapolis, MD 21402

2. Secured Party(ies) Name(s) and Address(es):
Continental Bank
Main & Swede Streets
Norristown, PA 19401

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

RECORD FEE 10.00
POSTAGE .50
NOTED 0345 R02 J18:02
NOV 25 85

5 This statement refers to original Financing Statement No. 05881 filed (date) 9-6-85 with Circuit Court Anne Arundel County

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

RECEIVED BY CLERK
CIRCUIT COURT ANNE ARUNDEL COUNTY
1985 NOV 25 PM 4:13
E. AUBREY COLLISON
CLERK

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

CONTINENTAL BANK
By David Schenker
Signature(s) of Secured Party(ies)

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 <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): TACKS BREAK PARTNERSHIP 2124 Coventry Drive Allison Park, PA 15101	2. Secured Party(ies) Name(s) and Address(es): JOHN A. FARINELLI 789 Mercer Road Butler, PA 16001	4. For Filing Officer: Date, Time, No. Filing Office RECORDED FEE 30.00 POSTAGE .50 NOTICE 0345 HQ2 FILED NOV 25 85	
LIB PALE 450-98			
5. This statement refers to original Financing Statement No. 03023 filed (date) May 26, 1982 with Circuit Court			
6. <input type="checkbox"/> A. Continuation The original Financing Statement bearing the above file number is still effective.			
<input type="checkbox"/> B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.			
<input type="checkbox"/> C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:			
<input checked="" type="checkbox"/> D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:			
<input type="checkbox"/> E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required).			
<input type="checkbox"/> F. This statement is to be indexed in the Real Estate Records.			
Name and Address of Assignee: Charles K. Clark Epstein, Tabor & Schorr Centre City Tower, Suite 1600 650 Smithfield St. Pittsburgh, PA 15222			
Mail to			
TACKS BREAK PARTNERSHIP		By <u>John A. Farinelli</u>	
Partner Signature(s) of Debtor(s) (only on amendment)		Signature(s) of Secured Party(ies)	
(1) FILING OFFICER COPY - NUMERICAL		John A. Farinelli	
(3/83) STANDARD FORM — FORM UCC-3 — Approved by Secretary of Commonwealth of Pennsylvania			

D. E. CLERK
NOV 25 1985

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

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 257102 recorded in Liber 486, Folio 247 on June 19, 1985 (date)

1. DEBTOR(S):

Name(s): The Crate Cafe, Inc.
 Address(es): 49 West Street
Annapolis, Maryland 21401

2. SECURED PARTY:

Name: First Federal Savings and Loan Association of Annapolis
 Address: 2024 West Street
Annapolis, Maryland 21401

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

First Federal Savings and Loan Association of Annapolis
C. Partridge-Loan Clerk, 1832 George Ave., Annapolis, Maryland 21401

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

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

8. This is to record two amendments to the original Financing Statement as recorded 257102, Liber 486, Page 247, as follows:
- 1. To change the debtors name to The Crate Cafe, Ltd.
 - 2. To increase the amount of debt to \$15,000.00. Recordation tax is collected on \$5,000.00

100
3500
50

D. E. CLERK

STATE OF MARYLAND
CLERK OF THE RECORDS
ANNE ARUNDEL COUNTY

1985 NOV 28 AM 9:11

E. AUBREY COLLISON
CLERK

9. DEBTOR:

The Crate Cafe, Ltd.
 By: Rhonda L. Falcon
Rhonda L. Falcon, President.

SECURED PARTY:

First Federal Savings and Loan Association of Annapolis
 By: Margaret A. Bracone
Margaret A. Bracone-Manager
 (Type Name and Title)

Mailed to Secured Party

259369

Equipment is leased. Filed for information purposes only.

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 Tate Architectural Products, Inc.
Address 7510 Montevideo Road, P.O. Box 278, Jessup, MD 20794

2. SECURED PARTY

Name MetLife Capital Credit Corporation
Address 425 Post Road, Fairfield, CT 06430

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) GIFTS FE machine, S/N C530271, to include Microvax ISP, one 140 Mbyte disk, one 100 Mbyte 1/2" tape, 512 Kb cache controller, 4 MB communication memory, accessory cables, manuals and diagnostics.

One (1) 8 line asyme multiflexor

Two (2) Modgraph GX 1105 color terminal, S/N 8001

RECORD FEE 11.00
POSTAGE .50
#15929 0237 R01 110:57
NOV 26 95

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)

MP
RECEIVED FOR RECORD
COURT HOUSE ALLEGANY COUNTY
1985 NOV 26 AM 10:59
E. AUBREY COLLISON
CLERK

(Signature of Debtor)

Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Daniel R. Baker, President
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

R.J. FEAROSKY - ASST. TREAS.
Type or Print Above Signature on Above Line

Mailed to Secured Party

11.00

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) XXXXX Lessee: Catlett's Amoco Service 551 West Central Ave. Davidsonville, MD 21035	2. Secured Party(ies) and address(es) (Lessor) Century Financial Services 709 N. Easton Rd. P.O. Box 157 Willow Grove, PA 19090	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: (1) Globe Model AFF6671 Surface Mounted Lift <i>IN 15715 83</i> NOT SUBJECT TO RECORDATION TAX		5. Assignee(s) of Secured Party and Address(es) Fidelity Bank Broad & Walnut Sts. Phila., PA 19109

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: 10.00

Filed with: *Amoco Service* POSTAGE 50

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.

Fidelity Bank
 By: *John F. Collins* J.P.
 (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 or Copy - Acknowledgement filing, as an acknowledgment.

FILED RECORD
 1965 NOV 4 PM 1:46
 COLLISON

FILED RECORD
 1965 NOV 25 PM 4:13
 E. AUGREY COLLISON
 CLERK

Mailed to Assignee

392-103

No. NOT USED

SIB LAND

11-26-85

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 11/4/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Riviera Beach Super Market, Inc.
Address 8479 Riviera Plaza, Pasadena, MD 21122

RECORD FEE 11.00
NOV 26 1985

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters - Troy, Ohio 45374

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
(1) 1860-1 Scale
(1) 18 VP-1 Printer
(5) RAM-8K Memory Chips
0166122
Clerk of Cir. Crts.
Annapolis

CHECK THE LINES WHICH APPLY

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

1985 NOV 26 AM 10:20
E. AUBREY COLLISON
CLERK

11050

Riviera Beach Super Market, Inc.
(Signature of Debtor)

Mail to Hobart Corp.

Lenett Francis Attorney in Fact
(Signature of Debtor)
Lenett Francis
Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)
W.J. Cronin
Type or Print Above Signature on Above Line

LIBER - 492 PAGE 105

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) Robert & Helen McIntire 328 Tunstall Court Severna Park, Md 21146	2. Secured Party(ies) and address(es) U.S. ENERGY CONSERVATION 6911 RICHMOND HIGHWAY ALEXANDRIA, VA 22306	For Filing Officer (Date, Time, Number, and Filing Office) Liber 488 Page 205 257889 1985 Aug 12 PM 3:29
4. This financing statement covers the following types (or items) of property: 3 Double Hung & 1 Bow Replacement Windows CONDITIONAL SALES CONTRACT		5. Assignee(s) of Secured Party and Address(es) BARCLAYS AMERICAN/FIN. 424 MAPLE AVENUE, EAST VIENNA, VA 22180

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: _____

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.
Barclays American/Financial, Inc.

Date 10/31 19 85 By: Ken Slaton
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)
KEN SLATON

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

RECORD FEE 10.00
POSTAGE .50
NOV 28 1985

Mail to U.S. Energy Conservation

RECEIVED
1985 NOV 26 AM 10:31
E. AUBREY COLLISON
CLERK

LIBER - 492 PAGE 106

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) SNYDER EVA M. 7645 PLEASANT DR. PASADENA, MD. 21122	2. Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Va 22306	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) Liber 488 page 201 257885 Filed 1985 Aug 12								
4. This financing statement covers the following types (or items) of property: 8 Energy Lock III Replacement Windows 1 Storm Door CONDITIONAL SALES CONTRACT		5. Assignee(s) of Secured Party and Address(es) Barclays American/Financial 424 Maple Avenue, East Vienna, Va 22180								
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <table border="0" style="float: right;"> <tr><td>RECORD FEE</td><td>10.00</td></tr> <tr><td>POSTAGE</td><td>.50</td></tr> <tr><td>#07209 6777 102 110:15</td><td></td></tr> <tr><td>NOV 26 85</td><td></td></tr> </table> <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 type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented _____ Filed with: _____			RECORD FEE	10.00	POSTAGE	.50	#07209 6777 102 110:15		NOV 26 85	
RECORD FEE	10.00									
POSTAGE	.50									
#07209 6777 102 110:15										
NOV 26 85										

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date 10/31 19 85

Barclays American/Financial, Inc.

By: Ken Slaton
 (Signature of Secured Party or Assignee of record. Not Valid Until Signed.)
KEN SLATON

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

Mail to U.S. Energy Conservation Corp

RECEIVED FOR FILING
 CLERK
 1985 NOV 26 AM 10:31
 E. AUGHEY COLLISON
 CLERK

LIBER - 492 PAGE 107

RECORD FEE 10.00
POSTAGE .50

#15931 C237 R01 T11:00

NOV 26 85

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

3. Maturity date (if any): COUNTY

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

Laurel Toyota, Inc.
3510 Ft. Meade Road
Laurel, MD 20707

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

Citizens Bank of Maryland
6200 Baltimore Blvd.
Riverdale, MD 20737

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. 232536

Filed with Circuit Court, A.A. Co. Date Filed May 12, 1980

- 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.

All New Toyota Motor Vehicles, new Toyota Van Conversions and all recreational vehicles manufactured on a Toyota chassis, *together with all proceeds (cash and non-cash) of the sale or other disposition thereof, including the proceeds of any insurance on any of the foregoing. *(which are imported by Toyota Motor Sales, U.S.A., Inc. (TMS) and subsequently distributed by TMS through its authorized distributor network throughout the continental United States.)

No. of additional Sheets presented:

Laurel Toyota, Inc.

Citizens Bank of Maryland

By:

Lori E. Satisfsky Vice-President

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By:

Harry Miller

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy — Alphabetical

Mail to

Citizens Bk of Md

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 NOV 26 AM 11:03

ms - 52
E. AUBREY COLLISON
CLERK



MARYLAND NATIONAL BANK
We want you to grow.SM

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 NOV 26 PM 1:16

5. Debtor(s) Name(s) Jerome D. Buxbaum D.D.S., P.A. Address(es) 7845 Oakwood Road/Suite 202
Glen Burnie, Md. 21061

6. Secured Party Address 1713 West St.
Annapolis, Md. 21401
Maryland National Bank
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 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.

Jerome D. Buxbaum D.D.S., P.A.
Jerome D. Buxbaum (Seal)
Jerome D. Buxbaum, President

_____ (Seal)

Secured Party
Maryland National Bank
Joseph A. Reed (Seal)
Joseph A. Reed, Asst. 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.

Mail to Md Toll Bk

RECORDATION FEE 11.00
PROPERTY TAX 1.50
NOV 26 1985

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/80

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 251542 recorded in
Liber 472, Folio 182 on April 5, 1984 (Date).

1. DEBTOR(S):
Name(s) Bay Country Bakery, Inc.
Address(es) 108 Old Solomons Island Road, Annapolis, MD 21401

2. SECURED PARTY: ✓
Name Maryland National Bank
Address 2204 Generals Highway, Annapolis, MD 21401
Attn: Annapolis Mall Branch

Person and Address to whom Statement is to be returned if different from above.
Maryland National Bank, 1713 West Street, Annapolis, MD 21401
Attn: Laura Richardson

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.

RECORD FEE 10.00
NOV 26 1985

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By *Laura R. Richardson*
Laura R. Richardson, Commercial
(Type, Name and Title) Officer

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.

10850

Mail to Md Natl Bk

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1985 NOV 26 PM 1:16
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

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

5. Debtor(s) Name(s)	Address(es)
Randall G. Williams, Sr. Alice H. Williams	Dovell & Williams, Inc. 7110 Ritchie Highway Glen Burnie, Maryland 21061 508 Ashbury Lane Severna Park, MD 21146

6. Secured Party	Address
Maryland National Bank Attention: <u>M. Faye Hughes</u>	7310 Ritchie Highway Glen Burnie, MD 21061

(Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

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.

Randall G. Williams, Sr. (Seal)
Alice H. Williams (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
M. Faye Hughes (Seal)
 M. Faye Hughes
 Sr. Branch Officer

 Type name and title

12:00
 11:50
 11:45
 11:42
 11:32
 NOV 26 1985
 1985 NOV 26 PM 1:16
 M.D. AUBREY COLLISON
 CLERK

SCHEDULE A

LIBER - 492 PAGE 111

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

<u>Quantity</u>	<u>Model No.</u>	<u>Description</u>
1	8678-RA	Eclipse S-140 w/512KB
1	6026	800/1600 BPI Mag Tape
1	9766	190 MB Disk Subsystem
1	B-300	300LPM Printer Subsystem
1	4340	AMI-8 Mux
4	6166-X	D-410 CRT Terminals
1	4434	Dot Matrix Serial Printer

Mail to Mad 1 Intl Bk

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 Circuit Court
- 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)
 Harrison & Palmer, Inc. 635 Ridgely Avenue
 Annapolis, Maryland 21401

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

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

Harrison & Palmer Inc.
 _____ (Seal)
 Robert E. Oliver, President
 _____ (Seal)
 James R. Harrison, V. President
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
 _____ (Seal)
 Laura R. Richardson, Commercial Officer
 Type name and title

MR
 E. AUBREY COLLISON
 CLERK
 1985 NOV 26 PM 1:16

RECORD FEE 11.00
 STAMP 50
 11:50
 NOV 26 85

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

Mail to Md Natl Bk
 H. W
 L

To be recorded among the Financing Statement Records of Anne Arundel County and among the Financing Statement Records of the State Department of Assessments and Taxation

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:

TRAMMELL CROW REAL ESTATE INVESTORS, a Texas real estate investment trust

Address of Debtor:

3500 LTV Center
Dallas, Texas 75201

2. Secured Party:

J. HENRY SCHRODER BANK & TRUST COMPANY, a New York banking corporation, as trustee

Address of Secured Party:

One State Street
New York, New York 10015

RECORD FEE 11.00
POSTAGE .50
#16046 C040 R01 716:11
NOV 26 85

3. This Financing Statement covers, and the Debtor hereby grants to the Secured Party a continuing security interest in, all of the Debtor's right, title and interest in and to the following:

3.1 Patapsco #1 Limited Partnership (formerly known as Crow-Maryland #2), a Texas limited partnership continued under the terms of that certain Amended and Restated Agreement and Certificate of Limited Partnership of Patapsco #1 Limited Partnership, dated as of November 27, 1985, and all modifications and amendments thereto;

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 NOV 26 PM 4:14

E. AUBREY COLLISON
CLERK

11.0

111P

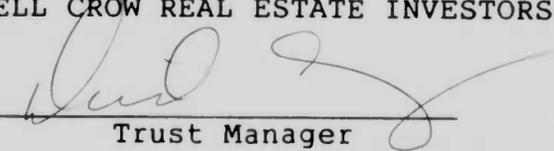
Financing Statement (Continued)

3.2 Patapsco #2 Limited Partnership (formerly known as Crow-Patapsco Service Center #2), a Texas limited partnership continued under the terms of that certain Amended and Restated Agreement and Certificate of Limited Partnership of Patapsco #2 Limited Partnership, dated as of November 27, 1985, and all modifications and amendments thereto; and

3.3. All rights to receive any distributions, whether capital, income or in liquidation with respect to the collateral described in sections 3.1 and 3.2 hereof, and the proceeds therefrom.

4. Proceeds of the collateral, including insurance proceeds, are covered hereunder.

DEBTOR:
TRAMMELL CROW REAL ESTATE INVESTORS

By: 
Trust Manager

3386j

To the Filing Officer: After this Statement has been recorded, please mail the same to Fred Wolf, III, Esquire, Suite 1700, 300 East Lombard Street, Baltimore, Maryland 21202.

Mail to _____


FINANCING STATEMENT FORM UCC-1

Identifying File No. 259384

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Prime Computer, Inc.

Address Prime Park, Natick, MA 01760

2. SECURED PARTY

Name General Electric Credit Corp.

Address 101 East Ridge Drive, Danbury, CT 06810

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

3. Maturity date of obligation (if any) _____

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

Two (2) Schedule A's dated 8/30/85 to a lease dated 8/30/85 between Prime Computer, Inc. and Novatec, Inc. and One (1) Prime P2550 computer system and accessories.

Equipment Location: 222 East Thomas Avenue, Baltimore, MD 21225.

RECORD FEE 13.00
POSTAGE .50
#16050 C237 R01 T08:29
NOV 27 85

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)

MP
1985 NOV 27 AM 8:31
E. AUBREY COLLISON
CLERK

(Signature of Debtor)
Prime Computer, Inc.
Type or Print Above Name on Above Line
Stephen Subhijan
(Signature of Debtor)
Type or Print Above Signature on Above Line

Rose Romero 85-5504
(Signature of Secured Party)
General Electric Credit Corporation
Type or Print Above Signature on Above Line

13.00 50

PRIME

Prime Leasing
A Division of Prime Computer, Inc.
Prime Park
Natick, MA 01760

SCHEDULE A

Schedule A, No. 2763-00

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 Novatec, Inc. ("Lessee") accepted by Lessor as of August 30, 1985 ("Lease").

- Equipment/Software:** The Equipment/Software to which this Schedule A relates is shown below and on any continuation sheets attached hereto.
- Term:** The term of the Lease with respect to Equipment/Software specified herein shall be for a period of Sixty (60) Months commencing upon the Lease Commencement Date for such Equipment/Software.
- Lease Payments:** The Lease Payments due hereunder shall be payable in Sixty (60) equal installments of \$ 4,276.50 per month. The first and last four (4) 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.
- Equipment Location:** (if different from Lessee's Equipment Lease address)
Street: _____ City: _____
County: _____ State: _____ Zip Code: _____

QUANTITY	TYPE NO.	EQUIPMENT CONFIGURATION DESCRIPTION
1	2550-BLF	Standard 2550 System 2MB ECC MOS Memory (2 Boards), 315 MB FMD, Streaming Magnetic Tape Subsystem, Office Peripheral Cabinet, CRT Console
1	5154L	High Perf 16 Line AMLC
1	PW153CW	PW153 CAD Workstation
1	PW153W	PW153 CAD Workstation
8	PT200P-US	Monitor W/Green Phosphor 110V 60HZ US Keyboard
1	3126F	300 LPM Serial Matrix, Printer
1	8505-PL	Prime Information License
1	8506-PL	SIMPLE License
1	8652-PA	OAS, Midasplus, & English Dictionary-Initial License
1	8720-PA	Design Drafting with Super Syntax
1	8732-PA	Design Modeling
1	8724-PA	Variational Geometry Addition to Design Drafting
1	8723-PA	Flat Pattern
1	8515-P	Fortran-66 Compiler
1	8525-P	Basic Interpreter
1	PP1044	Calcomp 1044 Vector Plotter

Lessee: Novatec, Inc.By: James J. DeBlTitle: PresidentDate: Aug 30 1985Lessor: Prime Leasing, A Division of Prime Computer, Inc.By: Stephen F. SullivanTitle: Operations ManagerDate: August 30, 1985

Lessee:

By: Michael LawsonTitle: Secretary - TechnicalDate: Aug 29 1985

8210-09

LESSOR'S EXECUTED COPY

Forms Management 15-03

PRIME

Prime Leasing
A Division of Prime Computer, Inc.
Prime Park
Natick, MA 01760

SCHEDULE A

Schedule A, No. 2763-01

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 Novatec, Inc. ("Lessee") accepted by Lessor as of August 30, 19 85, ("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 Sixty (60) Months commencing on _____ ("Lease Commencement Date").
3. **Lease Payments:** The Lease Payments due hereunder shall be payable in Sixty (60) equal installments of \$ 1,074.50 per month. The first and last Four (4) 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: _____ City: _____
County: _____ State: _____ Zip Code: _____

QUANTITY	TYPE NO.	EQUIPMENT CONFIGURATION
		DESCRIPTION
1	AFTEC	PRO3

The Equipment covered under this Schedule A is an add-on/upgrade to Equipment covered under Schedule A, No. 2763-00 between Lessee and Lessor.

Lessee: <u>Novatec, Inc.</u> By: <u>James J. ReBK</u> Title: <u>President</u> Date: <u>Aug 30, 1985</u>	Lessor: <u>Prime Leasing, A Division of Prime Computer, Inc.</u> By: <u>Stephen C. Michigan</u> Title: <u>Operations Manager</u> Date: <u>August 30, 1985</u>
---	---

Mailed to Secured Party

Lessee:
 By: Michael J. Conson
 Title: Secretary - Treasurer
 Date: Aug. 29, 1985

PL 102
5-82
#2572

LESSOR'S EXECUTED COPY

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) Rose, Philip P., MD 126 River Drive Annapolis, MD 21403		2. Secured Party(ies) and address(es) Mellon Bank, N.A. as Agent for Mercred 85-1 Corp. c/o Integrated Resources, Inc. 666 Third Avenue New York, NY 10017	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 NOTED BYT 802 11:29 NOV 27 85
4. This statement refers to original Financing Statement bearing File No. <u>487-290</u> Filed with <u>Anne Arundel Co. MD</u> Date Filed <u>July 19, 1985</u>			

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

10. All collateral described in Box 4 of UCC-1 assigned to ~~Mellon Bank, N.A. as Agent for Mercred 85-1 Corp. c/o Integrated Resources, Inc., 666 Third Ave. New York, NY 10017~~ Assignee: Mercred 85-1 Corp. c/o Integrated Resources, Inc. 666 Third Avenue New York, NY 10017

Mail to _____

No. of additional Sheets presented: 1

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
By: William McNamee Signature(s) of Secured Party(ies)

COLLEGE HILLS MALL ASSOCIATES
MELLON BANK

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

1985 NOV 27 AM 8:50
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 ALVA P. PANTALL
Address 4309 Pennbrook Court. Annapolis, Maryland 21407

RECORD FEE 11.00
POSTAGE 50
NOV 27 1985

2. SECURED PARTY

ASSIGNEE
KUBOTA CREDIT CORPORATION, USA
SOUTHEAST DIVISION
4444 SHACKLEFORD RD.
NORCROSS, GEORGIA 30093

SECURED PARTY
BALDWIN SERVICE CENTER INC.
41 Defense Highway
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 - New KUBOTA Tractor MN# G4200H SN# 10600
- 1 - New KUBOTA Mower RC48G S/N 14483
- 1 - New KUBOTA Blade G2000 452

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 Assignee

Alva P. Pantall
(Signature of Debtor)

ALVA P. PANTALL
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

BALDWIN SERVICE CENTER INC.
Type or Print Above Signature on Above Line

1985 NOV 27 AM 8:50
E. AUBREY COLLISON
CLEAR
MP

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)

Annapolis Mall Motel Limited Partnership DBA/Ramada Inn
173 Jennifer Road
Annapolis, MD 21401

Leasing Systems, Inc.
1413 K Street, N.W., #1200
Washington, D.C. 20005

RECORD FEE 35.00
POSTAGE .50
#07369 (377) NOV 20 1985
NOV 27 1985

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

See Schedule "A" attached hereto and made part hereof.

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

BANK OF BETHESDA
7500 Wisconsin Avenue
Bethesda, Maryland 20814

"NOT SUBJECT TO RECORDATION TAX"

Lease #15373

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:

Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASING SYSTEMS, INC.

By: *[Signature]*
Signature(s) of Debtor(s), General Partner

By: *[Signature]*
Lee E. Signature(s) of Secured Party Agent

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

MP
RECEIVED
BANK OF BETHESDA
1985 NOV 27 AM 8:50
E. AUBREY COLLISON
CLERK

Mailed to Assignee



LEASING SYSTEMS INC.

LIBER - 492 PAGE 122

SUITE 1200
1413 K STREET, N.W.
WASHINGTON, D.C. 20008
(202) 872-0333

SCHEDULE "A"

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15373

LEASE DATE: 10/18/85

<u>QTY.</u>	<u>DESCRIPTION</u>
197	2 1/2"x5" acrylic raised room numbers. 1" Helvetica gold-plex mounted on a matte brown background with a 3/16" gold-plex border.
1	B/21 PREF-3672-C-DW-Walnut executive Desk 72x36 Full Modesty Panel Medium Profile Pedestals
1	B/21 PRE2072-LFZZ-Credenza-Walnut-72x20- Double lateral file left and Double hinged door storage unit right
1	70yds. Kravet Fabric "Jeanette-9", 54" Wide, 100% Cotton, Repeat-12 1/2", Scotch Guard Finish
2	Low Wood Stands for Above Vases
2	22" Yellow & Orange Fishbowl Vases w/stands
1	720yds. of Ametex, Pattern: Solitaire, Color: Willow: Content 100% Cotton, 48" wide, Finish, Scotchguard
1	6,080sq. yds. Hartex Contract Carpet Underpade, Weight-40 ozs., Roll Size-12'0"x60'0"
1	1,360 sq.yds. Hartex Super Carpet Underpade, Roll Size: 6'0"x60'0"
8	Wall Sconces #2798S-Camer Glass, 180Watt
16	Falcon Table Base #203-22 w/12" Spider, O/A Hgt. 28" -Standard. Finish: Brown Wrinkle.
7	Falcon Tablebase #603-18 with Footring FTR-1 w/12" Spider. Standard O/A Hgt.-28". Finish: Brown Wrinkle.
1	Falcon Tablebase #603-22 with Footring FTR-1 w/12" Spider. Standard O/A Hgt. -28" FInish: Brown Wrinkle
1	146yds. Karl Mann Fabric, "Paradise Stripe" #10705, 48" Wide, 100% silk, Repeat 14", color: French Blue.
6	Falcon Table Base #203-22 Size: Standard Height-28" Overall, Finish: Brown Wrinkle
12	Falcon Table Base #204-30 Size: Standard Height -28" Overall, Finish: Brown Wrinkle
7	Falcon tAble Base #203-2230 w/15" Spider, Finish: Brown Wrinkle, Size: Standard Height-28" Overall

3500
50

JS
INITIALS

QTY.	DESCRIPTION	
6	JBL 2404 tweeter	
1	At 100 Microphone Audi80 Technica w/gooseneck	
1	DOD 2/3 Octave equalizer	
1	Mics. wires, connectors, and supplies	
1	19" rack system	
4	19" vents	
1	19" rack fans	
1	Full installation	
<hr/>		
16	Neon Colorstick (4 red, 4 turquoise, 4 green, 4 peach)	**Lighting System (dance floor)
16	PAR 36 PIN beam lamp and fixture	
<hr/>		
CONTROL		
1	Litelab L 4001 Cont(neon modified)	
1	Litelab L 4001 Zoner Slave (neon modified)	
1	Litelab L 4001 Zoner Slave	
<hr/>		
18	10oz. co-axial loudspeakers	** Meeting Rooms I, II, III **
18	8" grills - white	
18	T 70 transformers	
18	8" cans (fireproof)	
3	TOA A 903 Amplifiers	
3	TOA microphone override modules	
3	TOA input modules	
3	Shure SM 57 microphones	
6	microphone inputs (wall mount)	
1	Patch bay (rackmount)	
1	Misc. Wires, connectors, supplies	
1	Full installation	
<hr/>		
52	10oz. Co-axial Loudspeakers	** General Music/Paging system for
52	8" Grill	Concorse, Lobby, Halls, Waiting
52	T70 Transformer	Area, Restaurant, Pool, Patio,
52	8" cans (fire proof)	Locker Rooms, and Rest Rooms. **
6	Design Acoustics out-door speakers	
1	TOA W 912 wall mount amplifier	
1	TOA W 912 with wall mount	
1	Audio Technica desk top microphone with goose neck	
9	70122 Volume controlls	
1	Misc. connector and supplies	
1	Full installation	
<hr/>		
20	Soundolier C 123 Co-axial 12" Loudspeakers	**Lounge **
20	Soundolier C 123 Grill	
20	Soundolier lt 170 Transformers	
20	Soundolier C 123 enclosure	
1	TOA P924 240 watt amplifier	
1	TOA Aux. Module	
1	TOA eq. 910 rack kit	
2	Technics SL 1200 MK 2 turntable	
1	UREI 1620 mixer preamp	
1	RGR SSI dynamic range expander	
1	FURman TX 4 crossover (stereo three way)	
2	Adcom Gfa 555 power amplifier	
2	CDM 115 B bass horn	
2	JBL 2225 H low Frequency driver	
32	JBL 8110 H full frequency driver	
8	CDM PDR 8 enclosure	

[Handwritten signature]

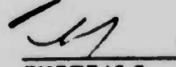
LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

QTY.	DESCRIPTION
1	Finish: Cordovan Mahogany over birch.
1	#W9117-8 Carpet Wrapped Mirror 36"W x 48"L - L" Bevel, Color: Rust/Gold
1	#W1994-6, 30" Square - 1" Bevel, Color: Beige/Brown
1	GUY CHADDOCK Country English High Dictionary table, 18" x 25" x 40", Finish: English Walnut
1	1,004 sq. yds. Pattern 65/2166 (688"x13"x1 1/2" Wide), Corridor Pattern
1	435 sq. yds. Pattern 65/2154 (298"x 13 1/2" wide), Corridor Inserts
1	732 lin. yds. Pattern 65/8286 (13 1/2" wide) Solid fill, Insert Border
1	17 1/2 sq. yds. Palace Velvet (13' 1 1/2" wide), Color - V65 Clover, Insert Border
52	#5 Desk Chairs with arms. Solid maple construction throughtout. Eight-way, hand-tied coil spring seat constructon. Rear legs to be tapered. Height: 39"x25"Wx26 1/2"D. Arm Height: 24 3/4", seat height: 18 3/4"H. Upholster all chairs in Ametex, Pattern: Wembley, Color: Coral.
38	Special Barstools-Solid Maple Frame, Mahogany stain, Lacquered finish Swivel mechanism and brass finished angle at top & front of each stretcher. Size: 26" deep x 32" high, brown vinyl base.
1	Banquette - Section "A" 24' long with 2 stationary arms, 1 at each end, and 3 removeable arms.
1	Banquette "B" - 6' 11" L-no arms- unfinished outside back.
1	Banquette "C" 10'0" long finish upholstered outside back-no arms.
1	Angular Banquette "D" 8'x6'x8' - unfinished outside back, no arms.
	CUSTOM TABLE TOPS-fabricated from 1 1/2" thick, random width solid mahogany boards w/full nose edge, clear flat urethane finish.
23	Tops - 30" Diameter
1	Top - 30" x48" with 4 radius corners
4	Tops-18" x24" with 4 radius corneres
96	Revised Tavern on Green Arm Chairs - Solid Maple construction. Arm chair Approx. 25", to permit arm chairs to slide comfortably beneath dining table on which the base height is 28".
4	Units to be 6'0" COM per unit 13 1/2 yds.
1	Unit to be 6'0" COM required 15 3/4.
2	Units Banquettes (F&G) with each unit consisting of 4 Banquettes and Mahogany Venner filler w/planter box 41"x41"x18"deep made of 26 gauge galvanized steel construction. COM required 90 yds. to be Maharem Mohair Supreme #451801, #32 Tyrian (Blue).
2	Units Banquettes (E) Combining Neiman & Marcus Style. 2'0"depth and Height 3' 3" + 6'6" x 2' x 9'6" x 3" with 1 arm each. COM to be KRAVET #3168-512 --26 1/2 yds. per unit.
	CHAIRMASTER'S TABLETOPS Style #395T 1 1/2" thick nova ply over upholstered in off-white vinyl.
2	TOPS 30" x 30"
4	TOPS 24" x 30"
7	TOPS 36" x 36"
6	TOPS 30" x 48"
1	TOP 30" x 54"
5	TOPS 36" square with 4 hinge flaps opening to 51" diameter.
8	48" Diameter

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LIBER - 492 PAGE 125

<u>QTY.</u>	<u>DESCRIPTION</u>
1 210 1 200	240 sq. yds. Wunda Weve Carpet "Investments" #01538, Color: 05029Spruce SVR-22H Shower Massage 25 yds. Greeff Fabric #99930, Pattern: "Salida" Color: Nautral Chevron Textured, Content: 56% Cotton, 44% Rayon 2 1/2"x5" Raised Gold Room numbers
1 64 32	125 yds S. Harris Fabric, "Rutland", color: Mulberry, 54" wide, no repeat, content: 55% Wool, 45% Nylon, FR Finish, ScotchGuard Finish With Arcylic Backing, (L-4), mark for COM seats only, for chair #1058 and Stoll #2302, C.P.C. P/O #AN-2000 150 yds. (L-3), Donghia Fabrics #0405-15, "Magic Eye", Color: Magenta, Width: 51"W, Repeat: 4", Content: 100% Cotton (L-1), Chair #1058, Wood Finish: Mahogan to Match enclosed sample from Lawson Design, C.O.M. - Inside/Outside backs only to be Donghia Fabric, #0405-15, "Magic Eye", color: Magenta, C.O.M. - Seats only - to be S. Harris "Rutland", Color: Mulberry Barstool #2303, Wood Finish: Mahogany to Match LDC Sample enclosed, C.O.M., Seats Only to be S. Harris "Rutland", Color: Mulberry, (L-2), C.O.M. - Inside/ Outside Backs only to be Donghia Fabric #0405-15, "Magic Eye", Color: Magenta.
2,908	Yards of EMPRESS OF INDIA, Color #69IU, Bombay beige. Content: 100% Cotton, 54" wide, 35 1/2" repeat. Finish: Scotchguard. Mark For: 1600 Yds/Overdrape & Cornice Fabric, 1308 Yds/Coverlets Green Scheme
2,800	Yards, Pattern: MATINEE, Color: Compote. 54" wide, 27" vertical repeat, content 100% cotton. Colors Vat Dyed. Scotchguard Finish. Mark For: 1400 Yds/Overdrape & Cornice fabric, 1400 yds/Coverlet Fabric, Beige Scheme.
923	Yards, Pattern: CARRINGTON, COLOR: Seamist. 54" wide. Content: 63% cotton, 37% Spun Rayon. Finish: Scotchguard. Mark For: Com for Lounge Chairs, Wing Chairs, & Sofa Beds in Beige Scheme.
505	Yards, Pattern: POMPEII, Color: Petal. 54" wide, content 100% cotton. Finish: Scotchguard. Mark For: Dust Ruffle/ Flounce Fabric Beige Scheme
1,162	Yards, Quality HERMES VELVET. Color: Custom green #617/A. 54" wide, content 100% cotton. Finish: Scotchguard. Mark for: Com for Lounge Chairs, Wing Chairs, & Sofa Beds/ Green Scheme.
476	Yards, Pattern: WEMBLEY, Color: Coral. 54" wide, 13 1/2" repeat, finish: Scotchguard. Content: 51% spun rayon, 49% cotton. Mark For: 238 Yds/Com Desk Chairs/Beige Scheme 238 Yds/Com Desk Chairs/Green Scheme
210	White Le Mans Shower Curtain with 6" liner & hooks.


INITIALS

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15373

QTY.	DESCRIPTION
1	E.D.I. Liquor Control System shown in Bar area, Item #3
1	Start-up and 1 year service for Kold Draft Flaker (item #17) and (6) Kold Draft Cubers (item #18)
1	T&S B-1403 Hose reel, (1) RK-1 mixing valve, (1) RK-4 vacuum breaker, (2) BCVV check valves, includes 35' hose
1	Caddy Corporation of America Hot food cabinet with 2 folding workshelves one on each side (part #A-91)
1	Victory #DRS 2D56 PTHD 2 Section refrigerator with sliding glass door top both sides, solid bottom, 1 side solid doors bottom other side
3	EDI Liquor Control Systems Inc. liquor dispensing guns, 6 brands to include all necessary components. Incl. in B003
1	EDI Liquor Control Systems Inc. liquor dispensing gun, 120/1.6 brand to include all necessary components included in B003
4	Bar Mix #936 Blender
1	Blender 909
1	Hobart Corporation 9" vegetable slicer w/plate, plate holder assembly and 3/16" shredder plate no. 12 HOB.
1	Hobart Corporation meat chopper, tinned finish, S/S pan #12 HUB
2	ID3 Toastmaster Commercial Div. 4 slot toaster, cord and plug
1	Stand Toastmaster Commercial Div. stand (1D3CS) for 2 toasters
1	Intermetro Industries Corp. Shelving for walk-in Freezer/Refrigerator, Metroseal, 4-tier, per drawings.
1	Bally Case & Cooler, Inc. Walk-in (7'9"x19'3"x8'6")
1	Super Erecta Intermetro Industries Corp. Liquor Storage Shelving 5-tier zinc, 86"H. Per Drawings
1	STR-554C Intermetro Industries Corp. Soda System Rack
1	Super Erecta Intermetro Industries Corp. Beer Keg Storage Shelving, S/S, 2-tier
1	Super Erecta Intermetro Industries Corp. Walk-in Shelving, 4-tier Metroseal, per drawings
1	WC258C Intermetro Industries Corp. Wine Storage Shelf, Chrome
2	RD 3N Intermetro Industries Corp. Mobile Racks
3	RF 23N Intermetro Industries Corp. Mobile Racks
1	Super Erecta Intermetro Industries Corp. Dry Storage Shelving, 5-tier zinc, 86"H. Per drawings
2	MHP53-C Intermetro Industries Corp. Dry Storage Dunnage Racks Chrome Finish
1	PR36ES Intermetro Industries Corp. S/S Pot Storage Shelving (mobile)
2	D2020N Intermetro Industries Corp. Dish Rack Carts.
4	D2020N Intermetro Industries Corp. Cup and Glass Rack Dolly
1	Gill Manufacturing, Inc. Lid for Salad and Dessert Counter for Item #137
1	D2020N Intermetro Industries Corp. Ice Cream Dish Rack Dolly
1	7844L Vulcan Hart Corporation Broiler With Upper Au Gratin Oven and Lower Storage Cabinet Flu Defector and Pressure Regulator



LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LIBER - 492 PAGE 127

LEASE NUMBER: 15373

LEASE DATE: 10/16/85

QTY.	DESCRIPTION
1	30 yds (B-8-A) Kravet FABric "Jeanette-9", 54" wide, 100% cotton, repeat-12 1/2"
1	18 yds (B-3A) Maharem Fabric #M400101 Nylon Bramble, width-54", color #09, no repeat, content: 100% Nylon, Scotch Guard Finish, reserve #38214
1	179 yds (ML-4) Payne fabric chanel #30133, color: beaver, width-52", content: 100% cotton, no repeat
8	Item #12, Frederick Cooper Lamps #5592 Height 27" red maple design 'Kinkei' Porcelain, Hand sewn gathered beige fabric shade-7"x19"x13"
8	Item #9, Monoforms #75056, Color: #48 - Elm Burl, Size: 24" Dia. x 21"H
2	Item #10, Monoform #75050, Color: #48 Elm Burl, Size: 18" dia. x 12"H
2	Item #11, Kaysionals #77052, Color: #48-Elm Burl, Size: 30"x24"x21"
1	#74 Table-with 1/2" clear glass top. Size: 31'Wx16"Dx18"H
4	#NP-3 Side table round base. Top 24" Dia. x 21"H/Bottom 26" dia. Table base only-qty. 4
6	#4748 Chairs Wood finish: Mahogany, Foam padded spring seat. Foam padded back with exposed continious bent plywood arms and back bow. (ML-5). Chairs upholstered in C.O.M. fabric from Brunswig & Fils, Bondy Texture #68546 Color: Rust & Beige
1	18 yds (ML-6) Brunswig & Fils fabric "Bondy Texture", #6854601, Color: Rust and Beige, Width: 50"W, Content: 77% Flax, 23% Cotton, Repeat: 3/4"
1	53 yds of Kravet Fabric #3168-512, Item Number: R-8
1	160 yds of Maharem Mohair supreme, #451801, Color: Tyrian (blue) #32. Sidemar 70 yds/COM 5 sofa units/item #R-4 & 4A, 90 yds/COM 2 Banquettes/Item #R-6.
1	Chelsea House Painting #5001, "Fruit Still Life". Size: 4'x3'. Item #R-23
1	216 yds of Bailey & Griffins fabric #06910, Pattern: Norwwood Cloth, 54" wide, Color: Red. Item #R-2.
2	Brass Cabinets #066-737. Currently on D.C. Design Center Floor. Item #R-21.
9	Architectural Supplements planters #45443 drum finish: Polished bRass (#93), Dia., 7"H, for lounge.
11	#N-1336 (L-16) Light Fixtures, 22 1/2" dia. x 11" high
6	#158/Z/5 (L-15) Lamps.
1	103 yds. Jab Fabrice "Bengasi" #2922-177, 49" wide, no repeat, (L-10), Content 60% Silk, 40% Cotton

MS
INITIALS

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LIBER -492 PAGE 128

LEASE NUMBER: 15373

<u>QTY.</u>	<u>DESCRIPTION</u>
138	#2 Desk Chairs.(changed from #5) Solid maple construction throughout. Eight-way, hand-tied, coil spring seat construction Rear legs to be tapered.
190	#T-112 Table, 19" diameter x 21"high. Finish: polished brass baked enamel. Top: 1/2" clear annealed tempered glass
6,174	Square yards of carpet. Quality 7230. Color: custom green, for guestrooms.
550	Square yards Harbinger Carpet. Quality: 5th Avenue Color: 555 Macy's Width: 120"
330	Yards for Restaurant. Quality: Couristan Royalax Axmainister Old # #1221-21 New # #1321-472
70	Yards of Kravet Fabric "Jeannette 9" to be finish with a NFPA 701 finish for flame proofing. For Boardroom area.
1	Containers Section A
1	Containers Section B
1	Containers Section C

LOBBY AREA

5	Ceramic taupe 16"
1	Ceramic taupe 8"

POOL AREA

6	Clay rolled rim 24"
6	Saucers 16"
6	Clay rolled rim 20"
6	Saucers 20"

LOUNGE AREA

3	Ceramic beige 14"
3	Chinese Porcelain fish bowls
30	Brass hanging containers, hardware

RESTAURANT AREA

2	White willow branches
2	Chinese Porcelain vases
2	Chinese hand painted pedestals 42"
2	Ceramic burgandy 12"
2	Chinese Porcelain bowls
	Silks for above
1	Chinese Porcelain container 16"
1	Chinese Porcelain container 14"
	Dried arrangement for above

1	12x115 feet Bermans, Ex Manor
---	-------------------------------


INITIALS

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LIBER - 492 PAGE 129

LEASE NUMBER: 15378

QTY.	DESCRIPTION
1	153 1/3 Square Yards Color 81701 Bronco Brown 42oz. nylon pile
3	Time Clocks, Stromberg #2000, bi-weekly, 100th of hr.
1	Time Stamp #250 (3 ribbons free)
1	Plate for Above..... Ramada Inn, Annapolis, Maryland
7	Time Card Racks, 25 pockets
1	Safemasters XK12345XX1130 Gardall SC1120
1	Safemasters XK123456XX316 Gardall RC12228
57	55-164-2Y Chath 4/6 WMHDBD Mahogany BLKT
63	55-514-6Y Chath 4DBL Lowboy Mah BLKT
7	55-019-0Y Chath 30x23x19 TV TBL MAH BLKT
93	55-531-3Y Chath 1DWR FSNIGHTSTD MAH BLKT
13	55-030-0M1Y MOD TBL 27x17x23 MAH BLKT
60	55-055-4Y Chath 1DWR Desk/TBL UFB M BLKT

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LESSOR: Leasing Systems, Inc.

BY: [Signature]

BY: [Signature]

TITLE: General Partner

TITLE: President

DATE: 10/2/85

DATE: 10/24/85



LEASING SYSTEMS INC.

SUITE 1200
1413 K STREET, N.W.
WASHINGTON, D.C. 20005
(202) 872-0333

LIBER - 492 PAGE 130

November 18, 1985

TO WHOM IT MAY CONCERN:

Enclosed please find Uniform Commercial Code - Financing Statements on

Also enclosed is our check No. *4761* in the amount of \$ *36.⁰⁰* covering the fees.

After recordation please return the enclosed copies of the above referenced documents to this office in the enclosed self-addressed stamped envelope.

Thank you,

Martha Pyle
Office Manager

Mailed to Assignee

FINANCING STATEMENT

~~(Continuation - Termination - Assignment - Partial Release)~~

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record: Land
 Financing Statement

Liber 466 Page 322 ID# 249284
 Liber Folio File No.

Date of Financing Statement October 7, 1983

NAME	ADDRESS
1. Debtor(s) (or assignor(s)) Help Business Machines, Inc.	No. Street City 1925 Lincoln Parkway Annapolis, Maryland 21401
2. Secured Party (or assignee) SUBURBAN BANK,	6610 Rockledge Drive Bethesda, Maryland 20817

RECORD FEE 10.00
 POSTAGE 50
 STATE 100.00
 NOV 27 85
 441

CHECK THE LINES WHICH APPLY

3. A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- 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:

- D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

RECEIVED FOR RECORD
 DISTRICT OF MARYLAND
 CLERK

1985 NOV 27 AM 9:20

E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

Dated: November 4, 1985

Secured Party:

SUBURBAN BANK

By: Alfred E. SmithType Name Alfred E. SmithTitle Assistant Vice President

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257667

RECORDED IN LIBER 487 FOLIO 414 ON July 30, 1985 (DATE)

1. DEBTOR

Name Arundel Structures, Inc.

Address 1993 Moreland Pkwy., Annapolis, MD 21401

2. SECURED PARTY

Name McClung-Logan Equipment Co., Inc.

Address 4601 Washington Blvd. Baltimore, MD 21227

RECORD FILE
MISTAKE
10.00
50
NOTES CITY RD 709-27
NOV 27 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

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.)

Clark Model 45C Loader S/N 437D224CB
Clark Equipment Credit Corporation
7 Waterside Crossing, Suite 201
Windsor, CT 06095

D. B.
CLERK

RECEIVED BY CLERK
1985 NOV 27 AM 9:43
E. AUBREY COLLISON
CLERK

Dated 11/05/85

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

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

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

LIBER - 492 PAGE 133
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 259393

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

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

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

1. DEBTOR

Name David Martin

Address 7545 Race 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:

1 CRH-50 Rod Heater Serial# 4969

1 GA-2121 Dial Bore Gage

RECORD FEE 11.00
POSTAGE 50
NOTARIAL FEE 10.00
NOV 27 1965

mp
RECORDED & INDEXED
1965 NOV 27 AM 9:43
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

11/20
David Martin
(Signature of Debtor)

David Martin
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

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

259394

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 Schwoerer, Timothy d/b/a Jet Machine Shop

Address 2319 Mountain Road, Rasadena, Maryland 21122

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# 24206
- 1 AG-300 Precision Gage Serial# 21864

and various tooling.

RECORDED FEE 12.00
POSTAGE .50
#07415 0777 NOV 27 1965

RECORDED
1965 NOV 27 AM 9:43
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

TS
[Signature]
(Signature of Debtor)

Timothy Schworer d/b/a Jet Machine Shop

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature], Credit Manager
(Signature of Secured Party)

Sunnen Products Company

Type or Print Above Signature on Above Line

C of CC

Anne Arundel County

P O Box 71

Annapolis, Md.

21404

STATE OF MARYLAND

LIBER - 492 PAGE 135

FINANCING STATEMENT FORM UCC-1

Identifying File No.

259305

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Sieminski & Co., Inc.
Address P O Box 606 Glen Burnie, Maryland 21061

2. SECURED PARTY

Name L. B. Smith, Inc.
Address P O Box 8658
Baltimore, Maryland 21240

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

3. Maturity date of obligation (if any)

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

One Used Terex Model 70C
Machine S/N 72725

SECURED NOT SUBJECT TO RECORDATION TAX

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY

L. B. Smith, Inc.

CHECK THE LINES WHICH APPLY

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

(If 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: Sieminski & Co., Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

(Signature of Secured Party)
L. B. Smith, Inc. Business Manager
Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE 0.75
NOV 27 1985

RECEIVED STATE CLERK
1985 NOV 27 AM 9:43
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. \$ 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 MKD Trucking Company, Inc.
Address 8329 Elm Road, Millersville, MD 21108

RECORD FEE 17.00
POSTAGE 2.00
TOTAL 19.00
NOV 27 1985

2. SECURED PARTY

Name American Tank Transport, Inc.
Address 6317 Macaw Court, Elkridge, Maryland 21227

Credit Alliance Corporation, P. O. Box 1680, Glen Burnie, Maryland 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

Assignee of the Secured Party

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

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

MP

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)

1700/5

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The MKD Trucking Company, Inc.

Alexis Kane Pres.
(Signature of Debtor)

American Tank Transport, Inc.

Doris Kane. Pres.
Type or Print Above Name on Above Line

William Stevens Secy.
(Signature of Secured Party)

(Signature of Debtor)

Type or Print Above Signature on Above Line

William Stevens, Sec.
Type or Print Above Signature on Above Line

RECEIVED
1985 NOV 27 AM 9:43
E. AUBREY COLLISON
CLERK

Mailed to Assignee

CONDITIONAL SALE CONTRACT NOTE LIBER - 492 PAGE 137

TO: American Tank Transport, Inc. FROM: The MKD Trucking Company, Inc.
6317 Macaw Court, Elkridge, Maryland 21227 8329 Elm Road, Millersville, MD 21108

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Items. Includes items like CASH SALE PRICE, DOWN PAYMENT, UNPAID BALANCE, INSURANCE, OFFICIAL FEES, PRINCIPAL UNPAID BALANCE, FINANCE CHARGE, CONTRACT PRICE, and TIME SALES PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8329 Elm Road, Millersville, Anne Arundel, Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty thousand one hundred seventy nine and 10/100 Dollars (\$ 30,179.10)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 19th day of December, 1985, and continuing on the same date each month thereafter until paid; the first * installments each being in the amount of \$ * and the final installment being in the amount of \$ *

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: November 13, 19 85 BUYER(S)-MAKER(S):

Accepted: American Tank Transport, Inc. (SEAL) The MKD Trucking Company, Inc. (SEAL)

By: William Steiner Secy. By: Alois Kane Pres.

(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

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

This instrument prepared by

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

INITIAL HERE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem it in its best interest, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any 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 competent jurisdiction to prosecute and defend any action or proceeding in any jurisdiction where such action is not prohibited by law for the Balance and the interest thereon, including the expenses and costs added for attorney's fees, without delay or restriction, 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. Part of the consideration for Seller entering into this contract, Buyer and any guarantor signing below hereby designate and appoint Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York or either of them, as their true and lawful attorney in fact and agent for them and in their name, place and stead to accept service of any process within the State of New York. Holder agreeing to notify Buyer at their address shown herein or their best address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York. Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller
 _____ By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")

(Witness)

INITIAL
 HERE

INITIAL
 HERE

INITIAL
 HERE

LIBER - 492 PAGE 138

LIBER - 492 PAGE 139
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 November 13, 1985 between American Tank Transport, Inc. as Seller/Lessor/Mortgagee, and The MKD Trucking Company, Inc., 8329 Elm Road, Millersville, MD 21108

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmatured instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 30,179.10

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13th day of November, 19 85

American Tank Transport, Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: William Steves Secy.

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

CA-L-5

Mailed to Assignee

259451

(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 Enslow Enterprises, Inc. RECORD FEE 11.00
POSTAGE .50
TOTAL FEE 11.50
NOV 27 05
2444 Solomons Island Rd. Annapolis, Maryland 21401
(Name or Names)
(Address)

LESSEE _____
(Name or Names)

(Address)

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

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

4. This financing Statement covers the following types (or items) of property:
1 - IBM-AT w/20 Meg Hardisk; 512K; 1 - Floppy Disk 1.2 Meg. 1 - Okidata Printer,
1 - Monitor Stand, 1 - Printer Stand, Surge Protectors, Cables, 1 - Business Mgt.
System Accounting Program, 1 - Multi Plan, 1 - Word Processor w/Mail Merge, 1 - Business
Office Mgt. System Program w/Side Kick, 1 - Box of Floppy Disks, Dos Manuals, Training

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

LESSEE Enslow Enterprises, Inc. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: David W. Enslow (PRES.) (Title) By: Brian G. Connelly Manager (Title)
(Type or print name of person signing) (Type or print name of person signing)
By: _____ (Title) Return to: Baltimore Federal Financial, F.S.A.
(Type or print name of person signing) P. O. Box 116
Baltimore, MD 21203
Mail to Atn: Nancy Gaynor

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

October 28, 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. 8402009 in Office of William A. Co. Co. (Filing Officer) (County and State)

Debtor or Debtors (name and Address):

Libert 443 PMA 413
Margie J. Quinn
1419 Down Rd.
Gen Burnie Mo. 21021

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 WTC
Mail to GEN BURNIE MO 21021
FINANCIAL FINANCE CORPORATION
1419 DOWN RD
GEN BURNIE MO 21021

By WTC
Its Branch Office Manager

Form 91 MD (3-79)

MPD

RECEIVED THE REGISTERED
CLERK'S OFFICE
1985 NOV 27 PM 2:31
E. AUBREY COLLISON
CLERK

RECORDING FEE 10.00
POSTAGE .50
NOV 27 1985
4777 802 114:03

84000-2

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

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

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

1. DEBTOR

Name GLORIA ANN & WANDA ANN BREEDEN

Address LOT C-6 HOLIDAY MOBILE ESTATES, JESSUP, MD. 20794

2. SECURED PARTY

Name MOBILE HOME ASSOCIATES

Address CLARK RD., JESSUP, MARYLAND 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) _____

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

1982 DeRose mobile home 14x56 Serial # C-21968
Includes: Range, Refrigerator, Central Air, Washer & Dryer, etc.

AMOUNT FINANCED-\$16,229.50

AMOUNT OF ENCUMBERANCE: 30,695.04

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)

Gloria Ann Breeden
(Signature of Debtor)

Type or Print Above Name on Above Line

Wanda Ann Breeden
(Signature of Debtor)

Type or Print Above Signature on Above Line

Mobile Home Associates
(Signature of Secured Party)

Shechel Martin
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1200/50

RECORDING FEE 12.00
POSTAGE 3.00
NOTES: 1177 114:07
NOV 27 85

RECEIVED FOR FILING
NOTES: 1177 114:07
1965 NOV 27 PM 2:33
E. AUBREY COLLISON
CLERK

Mailed to Assignee

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** and/or its
Parent, Affiliates or Subsidiaries

ADDRESS: 7164 D SUBMACE BRANCH RD
CITY & STATE: ELLEN BURIE MD 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES) ROLAND & CAROL YORK		DATE OF THIS FINANCING STATEMENT 6-26-79	
516 CHURCH ST		ACCOUNT NO.	TAB
BALTIMORE MD 21225		26105235	35

Filed with: ANNE ARUNDEL COUNTY

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.
	NONE					

Together with all Tires, Batteries, Radios, Heaters, Equipment and Accessories now or hereafter attached thereto;

(b) If checked at left, all household goods, furniture, appliances, and consumer goods of every kind and description owned at the time of the loan secured hereby, or at the time of any refinancing or renewal thereof, or cash advanced under the loan agreement secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50
#07555 0777 1002 114:07
NOV 27 85

MP

RECORDED
NOV 27 PM 2:34
E. AUBREY COLLISON
CLERK

TERMINATION STATEMENT

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

BY AVCO FINANCIAL SERVICES
(SECURED PARTY)
Conrad G. Brodeur
TITLE
Dated: 11/21, 1985

LIBER 409 pg 261

226289

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. 2-73)

*1200
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. \$ 815.88

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 A. Weaver
Address 7626 First St. Pasadena, MD 21122

2. SECURED PARTY

Name Alfred R. Wallach
Address P.O. Box 43 Claiborne, MD 21624

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(s) of Secured Party
MECHANICS' ACCEPTANCE CORPORATION
165 Northwest Avenue
Tallmadge, Ohio 44278

All tools, equipment and accessory items now owned by Debtor for use in Debtor's trade or business together with any and all similar tools, equipment and accessory items hereafter acquired.

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 Assignee

Robert A Weaver
(Signature of Debtor)

ROBERT A WEAVER
Type or Print Above Name on Above Line

Robert A Weaver
(Signature of Debtor)

ROBERT A WEAVER
Type or Print Above Signature on Above Line

Alfred R Wallach
(Signature of Secured Party)

ALFRED R WALLACH
Type or Print Above Signature on Above Line

1100
350
50

RECEIVED FOR RECORDS
SHERIFF CLAYTON COUNTY - GA
1985 NOV 27 PM 2:34
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

LIBER - 492 PAGE 145

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242063

RECORDED IN LIBER 448 3/4 FOLIO 349 ON 4-6-82 (DATE)

RECORD FEE 10.00
FOLIO 349 NOV 27 85

1. DEBTOR

Name Rawlinson, Edward F

Address 1429 Gilbert Rd Arnold, MD 21012

2. SECURED PARTY

Name Massey-Ferguson Credit Corporation

Address Box 10357 Des Moines, IA 50306

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

XXXX RETURN TO DEBTOR

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: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>1965 NOV 27 PM 2:34 E. AUBREY COLLISON CLERK</p>	

Massey-Ferguson Credit Corporation

Dated November 19, 1985

Scott Mastain, Cr. Clerk
(Signature of Secured Party)

Mail to Edward F. Rawlinson

Scott Mastain
Type or Print Above Name on Above Line

HOUSEHOLD FINANCE CORPORATION
HOLLINGSWOOD SHOPPING CENTER
3123 WEST PATAPSCO AVENUE
BALTIMORE, MARYLAND 21230

Mail to

4

LIBER - 492 PAGE 146

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

November 4....., 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. *361-237*..... in Office of *W. Stewart Harrison*..... *Ad*
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):
James & Lenora Armstrong
4604 Bedford Rd
Alex Blumie Md 21230

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 *A. J. Brown*.....
Its Branch Office Manager

Form 91 MD (3-79)

MB

RECORD FEE 10.00
POSTAGE .50
NOTES CITY RD 71410
NOV 27 85

1985 NOV 27 PM 2:34

E. AUBREY COLLISON
CLERK

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

LIBER - 492 PAGE 147

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 256474 recorded in Liber 484, Folio 609 on April 29, 1985 (date).

1. DEBTOR(S):

Name(s): L. R. Willson & Son, Inc.
Address(es): 2098 Generals Highway
Annapolis, Maryland 21401

2. SECURED PARTY:

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

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

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

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

773 Annapolis Road
Gambrills, Maryland 21054-0227

9. DEBTOR:

L. R. Willson & Sons, Inc.

BY: Leonard R. Willson, President

BY: Donald E. Willson, Vice President

SECURED PARTY:

EQUITABLE BANK, National Association

By: Bonnie B. Edwards
Assistant Vice President

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd Fl.
BALTIMORE, MARYLAND 21201

Mail to

RECEIVED FEE 10.00
POSTAGE 50
#07359 CIVIL NOV 27 1985

D. E. COLLISON CLERK

1985 NOV 27 PM 2:34

E. AUBREY COLLISON CLERK

CIRCUIT COURT OF ANNE ARUNDEL COUNTY

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 \$ 74,521.50. 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 of Anne Arundel County.

5. Debtor(s) Name(s) Address(es)
Arundel CT, P.A. 200 Hospital Drive, Suite 306
 Glen Burnie, Maryland 21061

RECORDATION FEE 13.00
 RECORDATION TAX 521.50
 POSTAGE 1.50
 TOTAL \$536.00
 PAID BY 0777 NOV 27 1985

6. Secured Party Address
 Equitable Bank, National Association 100 South Charles Street
 Attention: P. Lankford Baltimore, Maryland 21201
 Loan 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 thereof, 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 thereof, 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.

1985 NOV 27 PM 2:35
 E. AUBREY COLLISON
 CLERK

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

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

Debtors Arundel CT, P.A.
 BY: Henry S. Lewis, Jr., M.D. (Seal) _____ (Seal)
Henry S. Lewis, Jr., M.D., Treasurer _____ (Seal)
 _____ (Seal) _____ (Seal)

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

1300

Mail to EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201



13.00 521.50

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 Arundel CT, P.A.

Collateral Section F Continued

A CT Scanner more particularly described as follows:

SYNERVIEW 600 SE

A

SYNERVIEW SX SYSTEM: Including scanner gantry with array of 600 temperature-stabilized solid state detectors and data acquisition electronics x-ray generator, MEGATUBE, PILOT SCAN localization, VARIABLE DETECTOR APERTURE for changing spatial resolution capability, patient support couch with floating top for operation under manual or computer control arm rests and NEUROFLEX patient positioning system with head holder module and coronal/cervical module includes system documentation, operation manuals, file cabinet, quality assurance phantom set and mobile service module.

C

OPERATOR AND VIEWER STATIONS: Operator console includes interactive keyboard and CRT, scan controls, x-ray system controls, patient intercom and operator chair, Physician/viewer console includes high line rate, high resolution B/W viewing monitor, display system, with 512 x 512/256 x 256 processor with 256 gray levels, viewing keyboard with special function keys, window level and width controls, cursor controls and viewer chair.

I

CENTRAL PROCESSING UNIT: Including CPU (Perkin-Elmer 3220) mainframe with 1 megabyte of memory, special hardware and power distribution system. Mainframe has 32 bit word architecture and 32 bit bus width for high speed data acquisition for 1-second scanning. Special hardware includes multiple array processors with Fast Memory Processing (FMP) and dual pipeline back-projector for high speed image reconstruction of 512 and 256 matrix images.

K

320 MEGABYTE DISK SYSTEM: 320 Mbyte Winchester disk drive controller interface and all necessary cables for the complete operation of the system.

M

MAGNETIC TAPE SYSTEM: Sony system, including tape transport controller interface, all necessary cables and magnetic tape reel (2400 Ft., 1600 bpi) for the complete operation of the system.

SCHEDULE A

Collateral Section F Continued

Q

SYNERVIEW SYSTEM SOFTWARE: Multi-task operating system providing current ability for scanning data acquisition, image reconstruction, image analysis and manipulation as well as system service diagnostic routines. Includes current ability for patient logging, archival storage and retrieval of patient data and COMPAC data compression system to maximize storage resource usage.

R

INSTANT OBLIQUE RECONSTRUCTION (IOR-II) SYSTEM: Multiplanar image re-formatting system, providing advance online CT image analysis. Displays any selected oblique plane through the volume of transaxial images. Includes Multi-Plane Imaging (MPI).

O1

MULTI_FORMAT CAMERA (for 512/256 Imaging): Matrix Imaging Multi-Image 7 with high line rate, high resolution, flat-faced monitor. Expose 1, 2, 4, 6, 9, 12, 16 or 25 (35mm slide) images on a single sheet of 8 in. x 10 in., or 11 in. x 14in. medical recording film. Includes camera cables, footswitch and four dual-sided film cassettes.

<u>ITEM</u>	<u>CATALOG</u>	<u>SERIAL NUMBER</u>
Computer	174818	117
Table	173014	584
Gantry	173700	700
Remote Electronics	174800	327
Grid Tank	172623A	477
Transformer	620A	622
Power Mod	172622B	335
Divider	172651A	619
Oil Cooler	172624	600
X-Ray Control	173502	555
MI-10 (Camera)	MI-10	A100-01-771-114
Display	173072	557
Operators Console	173061	383
Mortor Controller	85514	169
Main PNC	173299	555
Senographe	500T	9PR080082

910864

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. 889811 in Office of Lanham AA Co Mo. (County and State)
(Filing Officer)

Debtor or Debtors (name and Address):

RICHARD S. VANDYKE
MARGA VANDYKE
218 HUNTER CIRCLE
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.

By Secured Party
.....
Its Branch Office Manager

HOUSEHOLD FINANCE CORPORATION
AND SUBSIDIARY COMPANIES
7562 RITCHIE HWY.
GLEN BURNIE, MD. 21061

Mail to

Form 91 MD (3-79)

RECEIVED IN RECORDS
ALLEGANY COUNTY

1985 NOV 27 PM 2:35

E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE 50
#0150 0177 002 114-112
NOV 27 85

✓

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 9/19/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DIAMOND PAGE INTERNATIONAL CORPORATION

Address 713 East Genesee Street Syracuse, NY 13210

2. SECURED PARTY

Name Norstar Bank

Address 268 Genesee Street Utica, NY 13503

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)

(6) IBM 3178-C20 Displays s/n #TX761, TX765, TX776, TX774, TX779, TX781

(Westinghouse Lease #8508-7346X)

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

Joyce A. Smith
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

J.R. Ausley
(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECORDED FEE 11.00
NOV 27 1985

MP

1985 NOV 27 PM 2:35

E. AUBREY COLLISON
CLERK

11/30

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)
Paul & Irene Thien T/A
Wickwire Writing & Graphics
Upper Wickwire Farm
Pond Neck Road
Earleville, MD 21919 *9709*

2. Secured Party(ies) and address(es)
Diversified Leasing
4027 N. Warner Road
Lafayette Hill, PA 19444

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

*13.00
POSTAGE
NOV 27 1985*

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

See attached

EXEMPT FROM RECORDATION TAX

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

Mail to

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

Meritor Credit Corp.
Plymouth Meeting Exec
Campus
600 W. Germantown Pike
Suite 300
Plymouth Meeting, PA
19462

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:

04315 #16 *Annexed*

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

~~Paul & Irene Thien T/A Wickwire Wr. & Graphics~~ ~~Diversified Leasing~~

By: *Paul Thien* Signature(s) of Debtor(s)

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

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

mp
1985 NOV 27 PM 2:35
E. AUBREY COLLISON
CLERK

Uccl - Continued

LIBER - 492 PAGE 154

Paul & Irene Thien T/A
Wickwire Writing & Graphics

Filed for notice purposes only. Not intended to create a security interest. Equipment is covered by a Lease dated 11/ /85 between Diversified Leasing, Lessor and Paul & Irene Thien T/A Wickwire Writing & Graphics, Lessee. 1 - Apple Mac 512K, 1 ea Apple Image Writer and Apple Laser Writer, 1 - Apple 20 meg hard disk drive, Peripherals, cable and set-up.

The above equipment will be located at Upper Wickwire Farm
Pond Neck Road
Earleville, MD 21919

761597

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

October 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. 83992B in Office of Wilbur H. Larrimore, Bank Annual Co. Inc. (Filing Officer)
Debtor or Debtors (name and Address): L. Marie Forexy + Herbert H. Forexy
PO Box 36
Buckin Md. 21144

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

By: [Signature] Secured Party
Its Branch Office Manager
WALTON FINANCIAL CORPORATION
MEMBERSHIP COMPANIES
1302 BRIDGE HWY.
GLEN BURNIE, MD. 21061

Form 91 MD (3-79)

RECORD FEE 10.00
POSTAGE .50
#11757 0777 R01 109:03
OCT 22 85

RECORD FEE 10.00
POSTAGE .50
#07565 0777 R02 114:17
NOV 27 85

1985 NOV 27 PM 2:35
E. AUBREY COLLISON
CLERK

VOID
[Signature]

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 JEROME J. PARKS CO.
Address 15 School Street, Annapolis, MD 21404

RECORDED FEE 11.00
NOV 27 1985

2. SECURED PARTY

Name MAI BASIC FOUR, INC.
Address P.O. BOX C-11921
SANTA ANA, CA 92711

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) Central cabinet assembly, MAI 2000, 1024KB, 86MB drive, MCS, 4-way controller; Serial # EG102972; (2) Ergo display terminal; (1) Printer, dual mode, 80/200 lpm parallel w/std; Manufactured and sold by MAI BASIC FOUR, INC. Proceeds of collateral are covered.

#266 CUST# P10757 SHPD 11/21/85

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

Deborah Smith 11/22/85
(Signature of Debtor)

JEROME J. PARKS CO., DEBORAH SMITH, ATTORNEY IN FACT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jenan Wilhelm
(Signature of Secured Party)

MAI BASIC FOUR, INC., JENAN WILHELM, MGR., CREDIT & COLLECTIONS

Type or Print Above Signature on Above Line

RECORDED
NOV 27 1985
P. AUBREY COLLISON
CLERK

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented.	3. <input type="checkbox"/> The Debtor is a transmitting utility
1. Debtor(s) (Last Name First and Address(es)) Coakley, James Gilbert Wayson's Mobile Court Lot #87 Lothian, MD 20711	2. Secured Party(ies) Name(s) and Address(es): Virginia Mobile Homes Inc. 9720 Lee Hwy. Fairfax, VA 22031	4. For Filing Officer: Date, Time, No. - Filing Office RECORD FEE 11.00 FILING 50 NOV 27 1985 11:19	
5. This Financing Statement covers the following types (or items) of property: 1986 Commodore-Cambridge 14x52 S/N AK22099A Together with all appliances, equipment, accessories, parts and accessories thereon and thereto all substitutions, replacements or additions therefore, and all proceeds thereof, all as more fully described in the Manufactured Home Retail Installment Sale Agreement between Products of the Collateral are also covered.		6. Assignee(s) of Secured Party and Address(es) All Valley Acceptance Co. P.O. Box 668 Uniontown, PA 15401	
8. Options: Options: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records:	9. Name of a Record Owner	7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on: *(Describe Real Estate in Item 8.)	
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).	
James Gilbert Coakley		All Valley Acceptance Co.	
By <u>James Gilbert Coakley</u> Signature(s) of Debtor(s) (1) FILING OFFICER COPY - NUMERICAL		By <u>Tom Shaw (md)</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
3/83		STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.	

MD
RECEIVED BY COUNTY CLERK
1985 NOV 27 PH 2:36
E. AUBREY COLLISON
CLERK

Mailed to Assignee

FINANCING STATEMENT

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.
(Prepare in Duplicate)

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.

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 Gambrills Equipment Company, Inc.

Address 8001 Quarterfield Road Severn, MD 21144

2. SECURED PARTY

Name Whirlpool Acceptance Corporation

Address 8220 Wellmoor Court, Savage, MD 20763

3. ASSIGNEE OF SECURED PARTY

Name _____

Address _____

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

4. Maturity date of obligation (if any) _____

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

All inventory now owned or hereafter acquired, wherever located, including all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements, and all cash and non-cash proceeds of any of the foregoing.

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)

All proceeds resulting from sale or other disposition of the collateral are also covered including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.

(Products of collateral are also covered)

Gambrills Equipment Company, Inc.

BY: George S. Pusloskie
Signature(s) of Debtor(s)

GEORGE S. PUSLOSKIE President WHIRLPOOL ACCEPTANCE CORPORATION
Type or Print Above Signature on Above Line

BY: _____
Signature(s) of Debtor(s)

BY: M. D. Thornton
Signature(s) of Secured Party(ies)

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

Original: Filing Officer
Duplicate: Branch Office File

IF-753 Maryland

Mailed to Secured Party

RECEIVED FOR RECORD
SINGING GREENE AND COUNTY

1985 NOV 27 PM 2:36

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 11/10/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Address, Stanley R. & Karla L.
Address 224 N. Alfred St. Alexandria, VA 22314

RECORDED
POSTAGE
NOV 27 05

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second St.
Annapolis, MD 21403

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)

1986 S 2 29'11" Fiberglass Hull #SSU31410J586
1986 Yanmar Diesel 20HP Engine #03238

Home Anchorage/Winter: Annapolis, MD

Assignee:
Horizon Financial, F.A.
808 Masons Mill Business Park
1800 Byberry Rd.
Huntingdon Valley, PA 19006

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)

Stanley R. Address
(Signature of Debtor)

Stanley R. Address
Type or Print Above Name on Above Line

Karla L. Address
(Signature of Debtor)

Karla L. Address
Type or Print Above Signature on Above Line

Mailed to Assignee

[Signature] AGENT
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

RECORDED
POSTAGE
NOV 27 05

1985 NOV 27 PM 2:36

E. AUBREY COLLISON
CLERK

One Credit Co
11-19-85

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)

Gould Inc.
Defense Electronics Division
6711 Baymeadow Drive
Glen Burnie, MD 21061

2 Secured Party(ies) and address(es)

CBC LEASING, Division of
Capitol Bank & Trust of Chicago
4801 West Fullerton Avenue
Chicago, IL 60639

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

RECORD FEE 11.00
POSTAGE .50
401570 0717 402 714:21
NOV 27 1985

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

Collateral: Equipment as listed on Exhibit A attached hereto (including any and all repairs, substitutions and replacements thereof and any and all features, modifications, and additions thereto), together with any and all proceeds and payments therefrom and thereunder, and all proceeds of the foregoing collateral.

Equipment Location: Gould Inc.
Defense Electronics Division
6711 Baymeadow Drive
Glen Burnie, MD 21061

ASSIGNEE OF SECURED PARTY

NOT SUBJECT TO
RECORDATION TAX Mail to

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

Filed with: COUNTY RECORDER - ANNE ARUNDEL, MD

..... GOULD INC.

By: *William R. [Signature]*
Signature(s) of Debtor(s)

11/22/85

By:
Signature of Secured Party

(STANDARD)

(1) FILING OFFICER COPY - ALPHABETICAL

UCC-1 Modern Law Terms CHICAGO

RECEIVED
1985 NOV 27 PM 2:37
F. E. AUBREY COLLISON
CLERK

EXHIBIT A

Equipment Location: Gould Inc.
Defense Electronics Division
6711 Baymeadow Drive
Glen Burnie, MD 21061

QUANTITY

MODEL/DESCRIPTION

AT&T INFORMATION SYSTEMS Telephone Equipment,
including:

2	64006	Line Carrier
32	64150	Line Packs
5	64148	ECTS Packs

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 Harrison & Palmer Inc
Address 635 Ridgely Avenue, P.O. Box 627, Annapolis, MD 21404

2. SECURED PARTY

Name TriContinental Leasing Corporation
Address 1315 Walnut St., Ste. 1714, Philadelphia, PA 19107

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) #25193

- (1) System 2000 768 KB Ram Memory, 44MB Disk Drive, MCS, 4 Way Controller, (1) Cleaning Kit, (2) DT-4312 VDTS,
- (1) 132 Column Terminal Printer, (2) Cables (25')
- (1) Boss 1X Operating System

XXX Proceeds 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)

Mailed to Secured Party

James R. Harrison
(Signature of Debtor)

Harrison & Palmer Inc
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Deanne M. Castagn
(Signature of Secured Party)

TriContinental Leasing Corporation
Type or Print Above Signature on Above Line

RECORDED
FEE \$11.00
NOV 27 1985
CLERK
E. AUBREY COLLISON

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 _____

RECORD FEE 11.00
 POSTAGE .50
 #01572 0777 NOV 27 11:23
 NOV 27 85

5. Debtor(s) Name(s) Address(es) 8860 Belair Road
 Edward A. Leventhal D.D.S. P.A. Baltimore, Maryland 21236
 6420 Park Heights Avenue
 Baltimore, Maryland 21215
 7915 South Ritchie Highway
 Glen Burnie, Maryland 21061

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Shirley Phipps 100 South Charles Street
 Loan Documentation 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 Edward A. Leventhal D.D.S. P.A.

By: Edward Leventhal (Seal) _____ (Seal)
 Edward Leventhal, 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.

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd Fl.
 BALTIMORE, MARYLAND 21201

Mail to _____



RECEIVED FOR RECORD
 NOV 27 1985
 1985 NOV 27 PM 2:37
 E. AUBREY COLLISON
 CLERK

11.50

FINANCING STATEMENT

NOT SUBJECT TO RECORDATION TAX:

RECORD FEE 14.00
POSTAGE 0777 002-714124
NOV 27 '05

NAME OF DEBTOR
Bay East Marina Inc.

ADDRESS
410 Severn Ave Suite 216
Annapolis, Maryland 21403

SECURED PARTY (OR ASSIGNEE)
THE ANNAPOLIS BANKING AND TRUST COMPANY

ADDRESS: 1824 George Avenue
ANNAPOLIS, MARYLAND.

1. This Financing Statement covers the following kind or types of property (the collateral), now or hereafter held by the Debtor, as inventory: and also all proceeds resulting from the sale or other disposition thereof, including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.

Boats, automobiles, appliances, equipment, and merchandise of all kinds and description including (but not limited to) boats, automobiles, trucks, and all appliances, equipment accessories, furnishings, replacement parts and merchandise attached to or usable on said items and also any items repossessed in the Debtor's possession to which secured party has title or in which the secured party has a security interest.

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

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

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

DEBTOR (OR ASSIGNOR)

SECURED PARTY (OR ASSIGNEE)

Bay East Marina Inc

THE ANNAPOLIS BANKING AND TRUST CO.

BY: [Signature]

BY: [Signature]

BY: _____

TITLE Ernest R. Amadio, Vice President

Mailed to Secured Party

MP
RECEIVED IN RECORDS
ANNAPOLIS, MARYLAND
1985 NOV 27 PM 2:37
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 11/8/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORDED FEE
MORTGAGE
#0574 0177
12:00
NOV 27 1985

1. DEBTOR

Name Schwartz, Robert M. & Block, Brenda
Address 107 Golf Club Rd. Langhorne, PA 19047

2. SECURED PARTY

Name First Commercial Corporation
Address 200 Sheffield St.
Mountainside, NJ 07092
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)
1986 Chris Craft 42' Fiberglass Hull #CCNYB166G586
1986 Mercury Gas Twin 340HP Engines #OA413662 & OA394899
Home Anchorage/Winter: Annapolis, MD

Assignee:
Society For Savings
1290 Silas Deane Hwy
Wethersfield, CT 06109

Mail to

CHECK THE LINES WHICH APPLY

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

[Signature]
(Signature of Debtor)
Robert M. Schwartz
Type or Print Above Name on Above Line
Brenda Block
(Signature of Debtor)
Type or Print Above Signature on Above Line

First Commercial Corporation
(Signature of Secured Party)
[Signature]
Type or Print Above Signature on Above Line

MP
1985 NOV 27 PM 2:37
E. AUDREY COLLISON
CLERK

Annie Arndel Co
11-19-85

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Jim & Son
Address 700 Nursery Road, Linthicum Heights, Md. 21090

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 (1) Aaladin 1440 High Pressure Hot Water Washer
Serial Number 9599
EQUIPMENT LOCATED AT: 7680 Canton Center Drive
Baltimore, Maryland 21224

(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)

Jim & Son

[Signature]
(Signature of Debtor)
James Freeman/Owner
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.

[Signature]
(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CLERK
1985 NOV 27 PM 2:38
E. AUBREY COLLISON
CLERK
MP
11.00
.50
NOV 27 1985

259415

LIBER - 492 PAGE 167

File No. _____

MARYLAND FINANCING STATEMENT
(all information must be typewritten or printed in ink)

1. (Not To Be) (Strike) Recorded in the Land Records
(strike inapplicable words)

RECORD FEE 11.00
NOTARY FEE 2.00
NOV 27 1985

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

<p>3. Name and address of debtor(s) Appliance Parts Centers 1959 West Street Annapolis, MD 21401</p>	<p>4. Name and address of secured party Leasing Corporation of America P.O. Box 152 Stevenson, MD 21153-0152</p>
--	--

5. Name of assignee of secured party: Baltimore Federal Financial, F.S.A.
Address: P.O. Box 116, Baltimore, MD 21203

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

One Equity III Electronic Key Telephone system with 1-KSU, 2-T.T. telephones, and 2-Wall Mounts located at Appliance Parts Center, 157 C Ritchie Highway, Severna Park, MD 21146

CHECK [] AND COMPLETE THE FOLLOWING IF APPLICABLE

(If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" in "1", above, and complete the next sentence.) The above described goods are offixed or are to be offixed to: (describe real estate)

MP
1985 NOV 27 PM 2:38
AUBREY COLLISON
CLERK

Proceeds of collateral are also covered.:

Debtor(s) Appliance Parts Centers Secured Party Leasing Corporation of America

By Stephen Dalton Title Assignee By James I Warawich

STEPHEN DALTON
(On above line, type or print name(s) of person(s) signing)

JAMES I WARAWICH
(On above line, type or print name of person signing)

11/27

Mailed to Assignee

File No. _____

MARYLAND FINANCING STATEMENT
(all information must be typewritten or printed in ink)

RECORDING FEE 11.00
NOV 27 1985

1. ~~(Not To Be)~~ ~~(X)~~ Recorded in the Land Records
(strike inoplicable words)

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

<p>3. Name and address of debtor(s) Appliance Parts Centers 1959 West Street Annapolis, MD 21401</p>	<p>4. Name and address of secured party Leasing Corporation of America P.O. Box 152 Stevenson, MD 21153-0152</p>
--	--

5. Name of assignee of secured party: Baltimore Federal Financial, F.S.A.
Address: P.O. Box 116, Baltimore, MD 21203

6. This financing statement covers the following types (or items) of property:
One Encore 1232 Electronic Key Telephone system w/1KSU, 1-TGC, 1-CPU-4, 8-twelve button T.T. phones, 4-four port trunk cards, 2-four port station cards, and 2 wall mounts located at Appliance Parts Center, 1959 West Street, Annapolis, MD 21401.

CHECK [] AND COMPLETE THE FOLLOWING IF APPLICABLE

(If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" in "1", above, and complete the next sentence.) The above described goods are affixed or are to be affixed to: (describe real estate)

Proceeds of collateral are also covered.:

Debtor(s) Appliance Parts Centers Secured Party Leasing Corporation of America

By *[Signature]* Title *[Signature]* By *[Signature]*

STEPHEN DALTON JAMES I WARANCT
(On above line, type or print name(s) of person(s) signing)

FILED
FOR BALTIMORE COUNTY
1985 NOV 27 PM 2:38
E. AUBREY COLLISON
CLERK

Mailed to Assignee

1100

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) Smith, Harry J., Jr. 1125 Cumberstone Rd. Harwood, MD 20776	2. Secured Party(ies) and address(es) InterDiscount Services Ltd. 641 Lexington Avenue New York, N.Y. 10022 Attn: Ms. Tara K. Cole, President	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE 1.50 TOTAL 12.50 NOV 27 1985
4. This financing statement covers the following types (or items) of property: See Collateral description on attached Rider Recordation Tax is not required.		5. Assignee(s) of Secured Party and Address(es) American Investment Bank, N.A. 50 South Main Suite 460 Salt Lake City, Utah 84144 Attn: K. Eric Gardner
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: <i>MD</i> <i>Anne Arundel County</i>
Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input checked="" type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
By: <i>Barry M. Goldwater</i> Signature(s) of Debtor(s)		By: <i>Tara K. Cole</i> Signature(s) of Secured Party(ies)
Title: <i>General Partner of Hambrose Leasing 1985-3, Limited Partnership as Attorney-In-Fact</i>		Title: <i>President</i>
(1) Filing Officer Copy-Alphabetical		STANDARD FORM - FORM UCC-1. (For Use In Most States)

Mail to INTERCOUNTY CLEARANCE CORP. 105 CHAMBERS STREET NEW YORK, N.Y. 10007

MP
1985 NOV 27 PM 2:45
AUBREY COLLISON
CLERK

LIBER - 492 PAGE 170

RIDER TO UNIFORM COMMERCIAL CODE
FINANCING STATEMENT

All Debtor's right, title and interest in and to all proceeds, whether cash or non-cash, including all distributions, whether on liquidation or otherwise, related to or arising out of that certain Certificate of Limited Partnership dated March 1, 1985, filed April 23, 1985, as amended, of Hambrose Leasing 1985-3 Limited Partnership, a Connecticut Limited Partnership (the "Partnership"), and the Amended and Restated Agreement of Limited Partnership, made the 7th day of November, 1985, together with the proceeds and products of the foregoing.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

RECORDED FEE 11.00
POSTAGE 1.00
NOV 27 1965

1. DEBTOR

Name Allen H Gertz
Address Crownsville, Md

2. SECURED PARTY

Name Cambridge TRactor Co
Address Cambridge, Md
Assignee: Massey-Ferguson Credit Corp.
P. O. Box 10357, Des Moines, Iowa 50306
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

1 - New MF 283 TRACTOR
S/N 399998

44-19052-850447
APURDON

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)

* Not subject to recordation taxes.

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

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

Mailed to Secured Party

RECORDED IN RECORDS
OFFICE OF THE CLERK
OF THE CIRCUIT COURT
FOR BALTIMORE COUNTY

1965 NOV 27 5PM 2:47

F. MURPHY COLLISON

1100 ✓ Allen H Gertz
(Signature of Debtor)
ALLEN H GERTZ
Type or Print Above Name on Above Line

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

Allen Fitzhugh
(Signature of Secured Party)
Cambridge TRactor Co
Type or Print Above Signature on Above Line

EXHIBIT B
FINANCING STATEMENT

STATE OF MARYLAND

FORM UCC-1

LIBER - 492 PAGE 172

Identifying File No.

Anne Arundel

259419

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 492.44

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 Ronald M Russe II

Address 112 RIVER RD EDGEWATER, MD 21037

2. SECURED PARTY

Name Henry T Schoener

Address 6708 96 AVE Seabrook Md
20706

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

3. Maturity date of obligation (if any) _____

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

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

Mechanics' Acceptance Corp.
165 Northwest Avenue
Tallmadge, Ohio 44278

All tools, equipment and accessory items now owned by Debtor for use in Debtor's trade or business together with any and all similar tools, equipment and accessory items 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)

Mailed to Assignee

Henry T Schoener M.A.C.
(Signature of Debtor) ~~Secured~~

Henry T Schoener
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ronald M Russe II
(Signature of Secured Party)

RONALD M RUSSE II
Type or Print Above Signature on Above Line

198 NOV 27 PM 2:47
KEY COLLISION

11/20

MP

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Allen, Robert C.
Address 695 Americana Drive, Apt. #45, Annapolis, MD 21403

RECORD FEE 11.00
POSTAGE 50
FILED 0777 NOV 27 1985
11:44 AM '85

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second St.
Annapolis, MD 21403
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)

1975 Pearson 35' Fiberglass Hull #PEA39282M75D
1975 Atomic Gas 30HP Engine #193487

Home Anchorage/Winter: Annapolis, MD

Assignee:

Horizon Financial, F.A.
808 Masons Mill Business Park
1800 Byberry Rd.
Huntingdon Valley, PA 19006

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)

Robert C. Allen
(Signature of Debtor)
Robert C. Allen
Type or Print Above Name on Above Line

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

[Signature]
(Signature of Secured Party)
First Commercial Corporation
Type or Print Above Signature on Above Line

Mailed to Secured Party

Amie Arnold Co
11-18-85

1985 NOV 27 PM 2:47
E. AUSTIN COLLISON
CLERK

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 1

3. The Debtor is a transmitting utility.

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

1. Debtor(s) (Last Name First) and Address(es):
Occupational Medical Center, INC
200 Hospital Drive, #202
Glen Burnie, MD 21061

2. Secured Party(ies) Name(s) and Address(es)
**CHEMICAL BANK
LEGAL DEPARTMENT
380 Madison Avenue
New York, N. Y. 10017**

COST CTR.:

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

SEE ATTACHED

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

NOT SUBJECT TO RECORDATION TAX

7. The described crops are growing or to be grown on.
 The described goods are or are to be affixed to.
 The lumber to be cut or minerals or the like (including oil and gas) is on.
*(Describe Real Estate Below)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records.

9. Name of a Record Owner

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

Occupational Medical Center, Inc. CHEMICAL BANK

By [Signature] By [Signature] VS

Signature(s) of Debtor(s) 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

RECORD FEE 11.00
POSTAGE .50
NOV 27 1985

NOT SUBJECT TO RECORDATION TAX

MP
RECEIVED FOR RECORD
SALISBURY COUNTY
1985 NOV 27 PM 2:47
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

LIBER - 492 PAGE 175

[Handwritten mark]

All of the debtor's present and future accounts, contract rights, instruments, documents, chattel paper, general intangibles and all of the debtor's present and future inventory of all kinds including raw materials, goods in process and finished goods, wherever the same may be located and by whomsoever held and all debtor's equipment, machinery, fixtures and all of the additions and accessions thereto and all of the parts used in connection therewith including all of the present and future property now existing or hereafter acquired and wheresoever located and by whomsoever held and all the monies due and to become due on all of the foregoing from any source whatsoever.

Mailed to Secured Party

14.50

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 \$ 100,000.00

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

The Big T, Inc.

Routes 175 and 713
Odenton, Maryland 21113

RECORD FEE 13.00
STATE
2345 R02 11:26

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

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

NOV 27 85

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

3. This Financing Statement covers the following types (or items) of property (the collateral): All of borrower's furniture, fixtures, machinery, and equipment and all replacements thereof and additions or attachments thereto, and all Borrower's accounts receivable, contract rights and inventory, now owned or hereafter acquired, and the proceeds and products thereof (the Collateral). See attached schedule for additional items including but not limited to the following:

E. AUBREY COLLISON
CLERK
1985 NOV 27 PM 3:36

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

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

Debtor

Secured Party (Assignee)

The Big T, Inc.

THE CITIZENS NATIONAL BANK

By: John R. Tobin III
John R. Tobin III, President

By: Jack E. Thomas
Jack E. Thomas
Commercial Loan Officer

By: David F. Ortega
David F. Ortega, Vice President

By: Frederick J. Bose
Frederick J. Bose, Sec./Treas.

Type or print all names and titles under signatures.

By: Carolyn Pike
Carolyn Pike, General Manager/
Non-corporate officer

13.00

SCHEDULE DESCRIBING COLLATERAL

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the 22 day of November, 19 85, by Debtors and is hereby expressly made a part of said SECURITY AGREEMENT.)

DESCRIPTION OF COLLATERAL

ITEM NO.	QUANTITY	DESCRIPTION
1,2,19,4		
	1 Grp.	Seating consisting of the following Plymold:
		12 ea. 4 seaters w/ split backs & condiment strips in tops.
		4 ea. 2 seaters wall type.
		2 ea. Trash receptacles w/ tray returns.
11,16,18,22,31,33,34,51,52		
	1 Grp.	Formica cabinetry as follows, all laminate in, out and tops:
		11, Tray pickup
		16, Bakery area cabinet
		18, Tray slide and counter die
		22, 31, 2 ea. Back bar cabinets w/ sliding doors & backsplash.
		33, Beverage stand
		34, Cashier stand
		51, Condiment stand
		52, Back bar cabinet
8	2 ea.	Stainless steel hand sinks w/ faucets.
14	1 ea.	Bakery case, non refrigerated, Federal 4'.
17	1 ea.	Convection oven, electric Blodgett, full size
32	1 ea.	Wilder proof cabinet automatic.
21,27,28,29		
	1 ea.	Line up cafeteria type Delfield consisting of:
		21, Dessert & salad case refrigerated top & bottom
		29, Stainless steel utility stand w/ sneeze protection & display case.
		28, Sandwich unit, self contained w/ sneeze protection & display case.
		29, Steam table, 7' w/ sneeze protector & over shelf.

(SEAL)

(CORPORATE DEBTOR SIGN BELOW)

WITNESS

Elizabeth McInerney
AS TO ALL

The Big T, Inc.

BY: *John R. Tobin III*
TITLE John R. Tobin III, President

By: *David F. Ortega*
David F. Ortega, Vice President

By: *Frederick J. Bose*
Frederick J. Bose, Sec./Treas.

By: *Carolyn Pike*
Carolyn Pike, General Manager/
Non-corporate officer

LIBER - 492 PAGE 178
SCHEDULE DESCRIBING COLLATERAL

(This Schedule is to be used to describe the collateral referred to in the SECURITY AGREEMENT executed on the 22 day of November, 19 85, by Debtors and is hereby expressly made a part of said SECURITY AGREEMENT.)

DESCRIPTION OF COLLATERAL

ITEM NO.	QUANTITY	DESCRIPTION
23	1 ea.	Fryer. electric twin w/ baskets, counter model.
24	1 ea.	6' Ventillation system, galvanized, painted black with ductwork to roof and fan, fresh air, filters and fireprotection system.
26	1 ea.	Griddle 4' with thermostats, electric, counter type. Griddle & fryer stand, s/s on casters w/ bottom shelf.
29	1 ea.	Freezer, 27" counter top, self contained.
30	3 ea.	Stainless steel worktable w/ backsplash.
35	1 ea.	Draft beer system w/ 2 taps and refrigerated.
37,38	1 ea.	3 Compartment stainless steel sink w/ 2 drain-boards, overhead pot rack.
39	1 ea.	Electric 6 burner range with oven.
40,43,46,48	1 Grp.	Shelving adjustable wire type including wall shelves installed.
41	1 ea.	Ventillation system in kitchen 8' galvanized w/ ductwork to XXXX roof w/ fan, filters and fire system.
53,54	1 ea.	Isomatic ice cube machine, 600 lb. on 600 lb bin with start up and 1 year service.

- | | |
|---------------------|-----------------------|
| 1 Scale | 1 Ice Bin |
| 1 Food Processor | 1 2 Door Refrigerator |
| 1 Milkshake Machine | 1 2 Door Freezer |
| 1 Microwave | 1 6 Foot Deli Case |
| 3 Cash Registers | 1 Can Rack |
| 1 Time Clock | 1 Mixer |
| 5 Menu Boards | 1 Toaster |
| 2 Outside Signs | 1 Fryer |
| 1 Slicer | |
| 1 Auto Slicer | |
| 1 Koala Machine | |
| 2 Coffee Machines | |
| 1 Jet Spray | |
| 1 Ice Dispenser | |

(SEAL)

(CORPORATE DEBTOR SIGN BELOW)

WITNESS

Elizabeth Arnold
AS TO ALL

The Big T, Inc.

BY: John R. Tobin III
TITLE John R. Tobin III, President

BY: David F. Ortega
David F. Ortega, Vice President

BY: Frederick J. Bose
Frederick J. Bose, Sec./Treas.

BY: Carolyn Pike *by power of Attorney in fact*
Carolyn Pike, General Manager
Non-corporate officer

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. <input type="checkbox"/>
--	--

This financing statement Dated November 14, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Shim, Yoon T. T/A Universal T.V.
 Address 2534 Mountain Road, Pasadena, MD 21122

RECORDING FEE 12.00
 NOV 27 1985

2. SECURED PARTY

Name BORG-WARNER ACCEPTANCE CORP.
10400 CONNECTICUT AVENUE SUITE 402
 Address 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) _____

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"

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

YTD
 X [Signature]
 (Signature of Debtor)
Yoon T. Shim, Owner
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

[Signature]
 (Signature of Secured Party)
John S. Joseph, C & C Mgr. 11/14/85
 Type or Print Above Signature on Above Line

MP
 RECEIVED BY RECORDER
 ANNE ARUNDEL COUNTY
 1985 NOV 27 PM 3:49
 E. AUBREY COLLISON
 CLERK

259424

LIBER - 492 PAGE 180

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):

Emory W. Burchett
Name or Names - Print or Type

8405 Lockwood Road, Pasadena, Anne Arundel Co., 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:

John Deere Industrial Equipment Company
Name or Names - Print or Type

400 19th Street Moline, Ill. 61265
Address - Street No. City - County State Zip Code

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

One (1) New John Deere Model JD410B Wheel Ldr/Hoe S/N 721940 equipped w/fully enclosed cab and digmor extension.

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.

Mailed to Secured Party

MP
1965 NOV 27 PM 3:51
AUBREY COLLISON
CLERK

DEBTOR(S): Emory W. Burchett
BY: *Emory W. Burchett* Title: Individual
(Signature of Debtor)
Type or Print

SECURED PARTY: John Deere Industrial Equipment Co.
(Company, if applicable)
/S/ John Deere Industrial Equipment Co.
(Signature of Secured Party)
Type or Print (Include title if Company)

1100 ✓
1150

TO THE FILING OFFICE: 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

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any): 150

1. Debtor(s) (Last Name First) and address(es) Stanley Engineering Company, Inc. 180 Penrod Court, Section F Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Citizens Bank P.O. Box 149 Broad Street Elizabethton, TN 37643	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 RECORD TAX 136.50 POSTAGE 1.00 TOTAL 148.50 NOV 27 85
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4. This financing statement covers the following types (or items) of property:
1 - IBM Computer-AT-Enhanced, SE# 0155061S170; 1 - Enhanced Color Display, SE# 0016893; 1 - D O S 3.1 operating system; 1 - P 3 Printer/Plotter, SE# 567647; 1 Cable, P3 to PC, XT, AT; 100 ft. Belden Cable # 8778 (FT.); 1 - Connectors DB-25P; 1 - 3060361 Female Connector; 2 - Cover for Connector DB-51226-1; 1 D N C Interface; 1 - NICAM III-DOS; 1 - 1501201 Memory Expansion Cord; 1 - Cross Talk TOTAL PRINCIPAL INDEBTEDNESS UNDER ANY CONTINGENCY IS \$19,930.08.

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: Register of Deeds, Anne Arundel County, MD

STANLEY ENGINEERING COMPANY, INC.
By: *Kenneth Stanley* President
Signature(s) of Debtor(s)

CITIZENS BANK
By: *Michael C. Hill* Vice President
Signature(s) of Secured Party(ies)

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

1100
13050
52

Mailed to Secured Party

MP
1985 NOV 27 PM 3:55
E. AUBREY COLLISON
CLERK

PURCHASE MONEY MORTGAGE

Subject (Not Subject) to Recordation Tax **FINANCING STATEMENT** Principal Amount of Debt \$ 64,500.00
This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

BORROWER(S) Name(s) (Last Name first) and Address(es): Hoffman, Terresa A. Jr., Orr Robert B. 1880 Arapahoe Street #2207 Denver, Colorado 80202	SECURED PARTY'S Name and Address MARYLAND NATIONAL BANK 326 First Street Suite 2 Annapolis, MD 21403
---	---

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

(Describe fully, including where applicable manufacturer's or trade name, model and year, serial number, and whether new or used) 1985 S 2 9.2 C Hull #SSU31397A585	RECORD FEE 12.00 POSTAGE .50 NOV 27 1985
---	--

Also any accessories or equipment now or hereafter attached to any of above, replacements therefor and proceeds of any of above.

BORROWER(S):

Terresa A. Hoffman
Terresa A. Hoffman
Robert B. Orr Jr.
Robert B. Orr, Jr.

SECURED PARTY:

MARYLAND NATIONAL BANK

By *[Signature]*
Michelle Lynn Meredith
Maryland National Bank

(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 .Street .Suite .2 .Annapolis ., .MD .21403 .)

1200
4750

Mailed to Secured Party

MP

RECEIVED BY CLERK
CLERK'S OFFICE

1985 NOV 27 PM 3:59

E. AUBREY COLLISON
CLERK

Purchase Money Mortgage

Subject (Not Subject) to Recordation Tax **FINANCING STATEMENT** Principal Amount of Debt \$ 100,994.00
This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

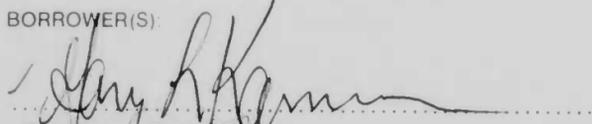
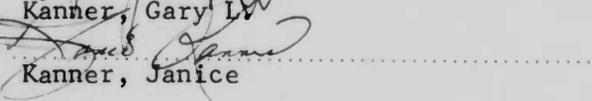
BORROWER(S) Name(s) (Last Name first) and Address(es): Kanner, Gary L. Kanner, Janice 15 Glen Dairy Court Parkton, MD 21120	SECURED PARTY'S Name and Address MARYLAND NATIONAL BANK 326 First Street Suite 2 Annapolis, MD 21403
---	--

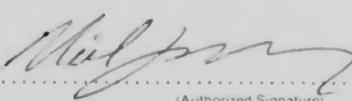
This Financing Statement covers the following types of items of property:

(Describe fully, including where applicable manufacturer's or trade name, model and year, serial number, and whether new or used)
**1986 C & C Yachts 41'
Hull #ZCC41102D586**

Also any accessories or equipment now or hereafter attached to any of above, replacements therefor and proceeds of any of above.

RECORD FEE 12-00
NOV 27 05

BORROWER(S):

Kanner, Gary L.

Kanner, Janice

SECURED PARTY:
MARYLAND NATIONAL BANK
By 
(Authorized Signature)
Michelle Lynn Meredith

(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 Street Suite 2 Annapolis, MD 21403)

1200
50

RECEIVED FOR RECORD
CLERK COURT, S.S. COUNTY

1985 NOV 27 PM 4:05

E. AUBREY COLLISON
CLERK

Mailed to Secured Party



STATE OF MARYLAND

LIBER - 492 PAGE 184

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 22269

RECORDED IN LIBER 465 FOLIO 221 ON 8/25/83 (DATE)

1. DEBTOR

Name L. R. WILLSON & SONS, INC.
Address 2029 General Highway, Annapolis, MD 21401

2. SECURED PARTY

Name KOEHRING FINANCE CORP.
Address P. O. Box 312, Milwaukee, WI 53201
Scott Armbrust AMCA International Finance Corporation
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) N/A

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, and D. Other. Includes a text box describing a name change of the secured party.

CHECK [X] FORM OF STATEMENT

1985 NOV 27 PM 4:10
D. E. COLLISON
E. AUGREY COLLISON
CLERK

Mailed to Secured Party

L. R. WILLSON & SONS, INC.
Signature of L. R. Willson
Dated 11/13/85

Signature of Secured Party
KOEHRING FINANCE CORP.; now known as
AMCA International Finance Corporation
Type or Print Above Name on Above Line

CHATEL
7.50
259423

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE.

To Be Recorded In The Land Records And In The Chattel Records Of The Local Jurisdiction And Among The Financing Statement Records Of The Maryland State Department Of Assessment And Taxation

Subject To Recording Tax On Principal Amount of \$11,825,223.17 Which Was Paid On Recordation Of A Deed Of Trust To The Clerk of The Court

FINANCING STATEMENT

1. Debtor: B.F. Saul Real Estate Investment Trust
8401 Connecticut Avenue
Chevy Chase, Maryland 20815

2. Secured Party: Aetna Life Insurance Company
CityPlace
Hartford, Connecticut 06156
Attention: Aetna Realty Investors, Inc.

3. The Debtor grants to the Secured Party a security interest in, and this Financing Statement covers:

RECORD FEE 25.00
POSTAGE .50

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and

#16253 C055 R01 T09:31
NOV 29 85

205/2
R/S

8320E/11-25-85
#114

Return To: William R. Nacher
1920 N St., N.W.
Suite 700
Washington, D.C. 20036

1985 NOV 29 AM 9:34
E. AUBREY COLLISON
CLERK

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.

- 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 of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - d. All rents, profits, and benefits to the extent they may constitute contract rights, 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.
4. In addition to the previously described kinds and types of property owned by the Debtor, the Debtor assigns, transfers, and sets over to the Secured Party all of the Debtor's right, title and interest in and to, and grants to the Secured Party a continuing security interest in, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party, which security interest shall be independent of and in addition to any right of set-off which the Secured Party may have.

5. Some of the above-described personal property is to be affixed to the real estate described in Exhibit "A", attached hereto, being located in Anne Arundel County, Maryland, and described in a Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland, from the Debtor to the Trustees named therein for the benefit of the Secured Party. The aforementioned Deed of Trust serves as the security agreement which creates the security interest evidenced by this financing statement.
6. The proceeds and products of collateral are secured, as are future advances and after acquired property.

DEBTOR:

B.F. SAUL REAL ESTATE INVESTMENT TRUST

ATTEST:

By: Philip D. Caron

James M. Saul

DATE: November 26, 1985

RECORD OWNER OF REAL ESTATE: B.F. Saul Real Estate Investment Trust

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

William R. Naehar
Thompson, Hine and Flory
1920 N Street, N.W.
Suite 700
Washington, D.C. 20036

LEGAL DESCRIPTION

Being part of the land conveyed by Louis Edgar Pumphrey and wife, to Richmond Homes, Inc., by a Deed dated April 15, 1955, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber JHH 918 at Folio 343 and also being part of the land included in a Lease Agreement dated July 31, 1961 recorded among the said Land Records in Liber 1534 at Folio 355, as amended by five agreements, one dated July 31, 1961 and unrecorded, one dated December 28, 1961 and recorded among the aforesaid Land Records in Liber 1534 at Folio 391, one dated July 2, 1962 and recorded among the aforesaid Land Records in Liber 1577 at Folio 474, one dated November 1, 1962 and recorded among the aforesaid Land Records in Liber GTC 1620 at Folio 177, and one dated November 30, 1965 and recorded among the aforesaid Land Records in Liber 1929 at Folio 394, and being more particularly described as follows, in Maryland State North Grid

Beginning for the same at a point in the northwesterly line of the land acquired by the Baltimore Gas and Electric Company by Inquisition taken December 4, 1956, in a cause entitled "Baltimore Gas and Electric Company vs Richmond Homes, Inc.," (No. 7797 Law), recorded among the above mentioned Land Records in Liber GTC 1085 at Folio 565 at its intersection with the northeasterly side of a right-of-way for Governor Ritchie Highway (Maryland Route No. 2) and running thence with said right-of-way

PART I

- 1) North 38 36' 13" West, 76.67 feet to a point, then
- 2) North 35 25' 25" West, 186.99 feet to a point, then leaving said right-of-way
- 3) North 54 34' 18" East, 700.00 feet to a point, then
- 4) South 35 25' 25" East, 358.94 feet to a point, then
- 5) South 62 22' 45" West, 702.26 feet to the point of beginning containing 217,505 square feet or 4.99323 acres of land.

Exhibit "A"

8417E/11-26-85
#114

PART II

Beginning for the same at a point in the southeasterly line of the land acquired by the Baltimore Gas and Electric Company by Inquisition taken December 4, 1956, in a cause entitled "Baltimore Gas and Electric Company vs Richmond Homes, Inc.," (No. 7797 Law), recorded among the above mentioned Land Records in Liber GTC 1085 at Folio 565 at its intersection with the northeasterly side of a right-of-way for Governor Ritchie Highway (Maryland Route No. 2) and running thence with said southeasterly side of said Baltimore Gas and Electric Company

- 1) North 62 22' 45" East, 762.24 feet to a point at the westerly corner of a plat of subdivision entitled "Section Two, Americana Harundale", and recorded among the said Land Records in Plat Book 35 at Plat 45, then running with the southerly lines of the said plat the following two courses
- 2) South 62 25' 25" East, 552.04 feet to a point, then
- 3) South 80 10' 25" East, 1,120.18 feet to a point, then
- 4) South 09 49' 34" West, 86.84 feet to a point at the end of the 1st or North 10 02' 56" East, 613.15 foot line of Parcel "B" as described in a lease agreement between Richmond Homes, Inc. and Giant Food Inc., dated November 1, 1962 and recorded among the said Land Records in Liber 1620 at Folio 214, then with the outline of said Parcel "B", the following four courses, rotated
- 5) South 43 37' 32" East, 104.61 feet to a point, then
- 6) South 37 31' 08" East, 400.20 feet to a point, then
- 7) 264.58 feet along the arc of a curve to the right having a radius of 395.00 feet and a chord bearing and distance of South 17 58' 05" East, 259.68 feet, then
- 8) South 46 22' 28" West, 62.20 feet to a point on the northerly side of a 100 foot wide right-of-way for Mountain Road, then with a part of said northerly right-of-way
- 9) North 80 10' 25" West, 1,570.66 feet to a point, then
- 10) 1,156.30 feet along the arc of a curve to the right having a radius of 1,839.85 feet and a chord bearing and distance of North 62 10' 09" West, 1,137.35 feet, then

LIBER - 492 PAGE 190

- 11) North 39 05' 49" West, 81.17 feet to the point of beginning containing 1,631,087 square feet or 37.44461 acres of land.

TOGETHER WITH the right to extend roads, streets and alleys across, to cross and to use the land acquired by Baltimore Gas and Electric Company by the aforesaid Inquisition, subject to the terms and conditions set forth therein.

Mail to William R. Naedw

Chattel

259429

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE.

To Be Recorded In The Land Records And In The Chattel Records Of The Local Jurisdiction And Among The Financing Statement Records Of The Maryland State Department Of Assessment And Taxation

Subject To Recording Tax On Principal Amount Of \$14,200,000.00 Which Was Paid On Recordation Of Deeds Of Trust To The Clerk Of The Court

FINANCING STATEMENT
(Consolidated Indebtedness)

1. Debtor: B.F. Saul Real Estate Investment Trust
8401 Connecticut Avenue
Chevy Chase, Maryland 20815

2. Secured Party: Aetna Life Insurance Company
CityPlace
Hartford, Connecticut 06156
Attention: Aetna Realty Investors, Inc.

RECORD FEE 25.00

3. The Debtor grants to the Secured Party a security interest in, and this Financing Statement covers:

#16254 C055 R01 T09:32

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and

NOV 29 85

Return To: William R. Nasher
1920 N St., N.W.
Suite 700
Washington, D.C. 20036

250/50

8321E/11-7-85
#114

1985 NOV 29 AM 9:34
E. AUBREY COLLISON
CLERK

MP

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.

- 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 of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Agreement of Modification, Severance and Consolidation and Supplemental Deed of Trust and Security Agreement or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - d. All rents, profits, and benefits to the extent they may constitute contract rights, 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.
4. In addition to the previously described kinds and types of property owned by the Debtor, the Debtor assigns, transfers, and sets over to the Secured Party all of the Debtor's right, title and interest in and to, and grants to the Secured Party a continuing security interest in, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party, which security interest shall be

independent of and in addition to any right of set-off which the Secured Party may have.

5. Some of the above-described personal property is to be affixed to the real estate described in Exhibit "A", attached hereto, being located in Anne Arundel County, Maryland, and described in an Agreement of Modification, Severance and Consolidation and Supplemental Deed of Trust and Security Agreement of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland, from the Debtor to the Trustees named therein for the benefit of the Secured Party. The aforementioned Agreement and Supplemental Deed of Trust serves as the security agreement which creates the security interest evidenced by this financing statement.
6. The proceeds and products of collateral are secured, as are future advances and after acquired property.

DEBTOR:

B.F. SAUL REAL ESTATE INVESTMENT TRUST

ATTEST:

By:

Philip D. Caron

Its: Vice President Chief Financial Officer
Legal Officer

James M. Gidycz

DATE: November 26, 1985

RECORD OWNER OF REAL ESTATE: B.F. Saul Real Estate Investment Trust

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

William R. Naehner
Thompson, Hine and Flory
1920 N Street, N.W.
Suite 700
Washington, D.C. 20036

LEGAL DESCRIPTION

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Beginning for the same at a point in the northwesterly line of the land acquired by the Baltimore Gas and Electric Company by Inquisition taken December 4, 1956, in a cause entitled "Baltimore Gas and Electric Company vs Richmond Homes, Inc.," (No. 7797 Law), recorded among the above mentioned Land Records in Liber GTC 1085 at Folio 565 at its intersection with the northeasterly side of a right-of-way for Governor Ritchie Highway (Maryland Route No. 2) and running thence with said right-of-way

PART I

- 1) North 38 36' 13" West, 76.67 feet to a point, then
- 2) North 35 25' 25" West, 186.99 feet to a point, then leaving said right-of-way
- 3) North 54 34' 18" East, 700.00 feet to a point, then
- 4) South 35 25' 25" East, 358.94 feet to a point, then
- 5) South 62 22' 45" West, 702.26 feet to the point of beginning containing 217,505 square feet or 4.99323 acres of land.

Exhibit "A"

8417E/11-26-85
#114

PART II

Beginning for the same at a point in the southeasterly line of the land acquired by the Baltimore Gas and Electric Company by Inquisition taken December 4, 1956, in a cause entitled "Baltimore Gas and Electric Company vs Richmond Homes, Inc.," (No. 7797 Law), recorded among the above mentioned Land Records in Liber GTC 1085 at Folio 565 at its intersection with the northeasterly side of a right-of-way for Governor Ritchie Highway (Maryland Route No. 2) and running thence with said southeasterly side of said Baltimore Gas and Electric Company

- 1) North 62 22' 45" East, 762.24 feet to a point at the westerly corner of a plat of subdivision entitled "Section Two, Americana Harundale", and recorded among the said Land Records in Plat Book 35 at Plat 45, then running with the southerly lines of the said plat the following two courses
- 2) South 62 25' 25" East, 552.04 feet to a point, then
- 3) South 80 10' 25" East, 1,120.18 feet to a point, then
- 4) South 09 49' 34" West, 86.84 feet to a point at the end of the 1st or North 10 02' 56" East, 613.15 foot line of Parcel "B" as described in a lease agreement between Richmond Homes, Inc. and Giant Food Inc., dated November 1, 1962 and recorded among the said Land Records in Liber 1620 at Folio 214, then with the outline of said Parcel "B", the following four courses, rotated
- 5) South 43 37' 32" East, 104.61 feet to a point, then
- 6) South 37 31' 08" East, 400.20 feet to a point, then
- 7) 264.58 feet along the arc of a curve to the right having a radius of 395.00 feet and a chord bearing and distance of South 17 58' 05" East, 259.68 feet, then
- 8) South 46 22' 28" West, 62.20 feet to a point on the northerly side of a 100 foot wide right-of-way for Mountain Road, then with a part of said northerly right-of-way
- 9) North 80 10' 25" West, 1,570.66 feet to a point, then
- 10) 1,156.30 feet along the arc of a curve to the right having a radius of 1,839.85 feet and a chord bearing and distance of North 62 10' 09" West, 1,137.35 feet, then

LIBER - 492 PAGE 136

- 11) North 39 05' 49" West, 81.17 feet to the point of beginning containing 1,631,087 square feet or 37.44461 acres of land.

TOGETHER WITH the right to extend roads, streets and alleys across, to cross and to use the land acquired by Baltimore Gas and Electric Company by the aforesaid Inquisition, subject to the terms and conditions set forth therein.

Mail to William B. Naeder

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

CLYDE J. EATON
DBA, EATON & McCALLION YACHT BROKERS

222 SEVERN AVE.
ANNAPOLIS, MD 21403

RECORD FEE 12.00
POSTAGE .50
#07665 0777 1102 113150
NOV 29 85

SECURED PARTY

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

Attach separate
list if necessary

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

1 NEW HERRESHOFF CAT KETCH 31 HULL # CK1H31341585 *[Signature]*

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)

[Signature]
.....
CLYDE J. EATON

FARMERS NATIONAL
BANK OF MARYLAND

.....
DBA, EATON & McCALLION YACHT BROKERS

BY *[Signature]*
.....

MP
RECEIVED FOR RECORD
CLERK OF BALTIMORE COUNTY
1985 NOV 29 PM 1:49
E. AUBREY COLLISON
CLERK

Type or print names under signatures

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

Mail to _____

FILE NO.	LIBER	FOLIO	DATE
204333	361	34	8/18/76
210990	373	334	7/19/77
211560	374	389	8/8/77
227702	413	548	8/29/79
	481	166	1/3/85
255075	481	167	1/3/85
255354	482	14	1/24/85

LIBER - 492 PAGE 198

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/83

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 _____, Folio _____ of _____ (Date).

1. DEBTOR(S):

Name(s) J. R. Barton, Inc.
Address(es) 2061 General's Highway, Annapolis, Maryland 21401
133 Defense Highway, Annapolis, Maryland 21401

2. SECURED PARTY:

Name Maryland National Bank
Address Church Circle, Annapolis, Maryland 21401

RECORD FEE 10.00
POSTAGE .50

#16325 C237 R01 T14:08
NOV 29 85

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

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

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assigned, 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.

9. SIGNATURES

J. R. BARTON, INC.

BY: Walter D. Elling, President,

SECURED PARTY
MARYLAND NATIONAL BANK

BY: Peggy A. Hall

By _____
Assistant Vice President
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

Mail to Hillman Brown & Darrow

RECEIVED FOR RECORD
COURT CLERK, ANNA COUNTY

Mailed to Secured Party

1985 NOV 29 PM 2:12

E. AUBREY COLLISON
CLERK

1000
2

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. 254703 recorded in
Liber 480, Folio 27 on 11/28/84 (Date).

1. DEBTOR(S):

Name(s) J. R. Barton, Inc.
Address(es) 2061 General's Highway, Annapolis, Maryland 21401
133 Defense Highway, Annapolis, Maryland 21401

2. SECURED PARTY:

Name Walter D. Elling
Address 303 Obrecht Road, Millersville, Maryland 21108

RECORD FEE
POSTAGE
#16328 C237

10.00
.50
NOV 29 85

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

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

- 3. CONTINUATION. The original Financing Statement referred to above is still effective.
- 4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. Subordination. Secured Party hereby subordinates his security interest to Equitable Bank, N.A., 56 Defense Highway, Annapolis, MD 21401.

9. SIGNATURES.

J. R. Barton, Inc.

SECURED PARTY

BY: Walter D. Elling, President
Walter D. Elling

Walter D. Elling
By *Walter D. Elling*
(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.

Mail to Hillman, Brown & Darrow

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1985 NOV 29 PM 2:12

E. AUBREY COLLISON
CLERK



100
50

ANNE ARUNDEL COUNTY

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/68

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. 224352 recorded in
Liber 401, Folio 115 on 4/18/79 (Date).

1. DEBTOR(S):

Name(s) J. R. Barton, Inc.

Address(es) 133 Defense Highway, Annapolis, Maryland 21401, AND
2061 General's Highway, Annapolis, Maryland 21401

2. SECURED PARTY:

Name General Electric Credit Corporation

Address Post Office Box 13337, Chesapeake, Virginia 23325

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

HILLMAN, BROWN & DARROW, P.A.
Post Office Box 668, Annapolis, Maryland 21404 0668

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

RECORD FEE 10.00
POSTAGE .50

- 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. Full and complete Release of Financing Statement.

#16729 C237 R01 T14:10
NOV 29 85

9. SIGNATURES.

J. R. BARTON, INC.

BY: Walter D. Elling, President

SECURED PARTY
GENERAL ELECTRIC CREDIT CORPORATION

By G. E. STANINGER

INVENTORY FINANCE MGR.
(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.

Mail to Hillman, Brown & Darrow

1985 NOV 29 PM 2:12

E. AUBREY COLLISON
CLERK

100/2

FINANCING STATEMENT

RECORD FEE 11.00
POSTAGE .50

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.

#16330 C237 R01 T14:11

NOV 29 85

4. Subject to Recordation Tax on an initial debt in the principal amount of \$100,000.00/330.00. 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 Department of Assessments and Taxation.

5. Debtor(s) Name(s) Address(es)
 J. R. BARTON, INC. 2061 General's Highway
 Annapolis, Maryland 21401

6. Secured Party Address 100 South Charles Street
 Equitable Bank, National Association Baltimore, Maryland 21201
 Attention: Wendy Spath
 Loan Documentation Asst.

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

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

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

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

Debtors

J. R. BARTON, INC. _____ (Seal) _____ (Seal)

By: Walter D. Elling, 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)

Mail to Hillman, Brown & Garraw

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY

1985 NOV 29 PM 2:12

E. AUBREY COLLISON
CLERK

11.00
25

This FINANCING STATEMENT is presented for filing pursuant to the ~~California~~ Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) CHE, INC. d/b/a Chart House		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 72-0744235	
1B. MAILING ADDRESS 115 S. Acacia Avenue		1C. CITY, STATE Solana Beach, CA	1D. ZIP CODE 92075
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL) N/A		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME The First National Bank of Boston as Security Agent MAILING ADDRESS 100 Federal Street CITY Boston STATE MA ZIP CODE 02110		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. 5-39/100	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

Additional provisions of this Financing Statement, including a description of the property covered by this Financing Statement, are set forth in Exhibit "A" attached hereto and incorporated herein by reference.

A description of any real property affected by this Financing Statement is described in Exhibit "B" attached hereto and incorporated herein by reference.

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(A) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (N) <input type="checkbox"/>	

9. SIGNATURE(S) OF DEBTOR(S) <i>Patrick E. Goddard</i> DATE November 22, 1985	C O D E 1 2 3 4 5 6 7 8 9 0	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER) RECORD FEE 2.20 RECORD FEE 19.80 POSTAGE .50 #16347 0055 R01 T15:29 NOV 29 85
CHE, INC., a Louisiana corporation By Patrick E. Goddard, Its Vice President		
SIGNATURE(S) OF SECURED PARTY(IES) <i>Keith C. Shaughnessy</i> DATE November 22, 1985		
The First National Bank of Boston, a national banking assoc., By Keith C. Shaughnessy, Its Asst. Vice Pres. as Security Agent		

11. Return copy to:

NAME The First National Bank of Boston
 ADDRESS 100 Federal Street
 CITY Boston, MA 02110
 STATE Attn: Keith C. Shaughnessy
 ZIP CODE Assistant Vice President

(1) FILING OFFICER COPY FORM UCC-1 - FILING FEE \$3.00 Approved by the Secretary of State

RETURN TO:
INFOSEARCH, INC.
 P.O. Box 1110
 Albany, NY 12201

REDIFORM 5S801
 Poly Pak (50 sets) 5P801

carbonless

1985 NOV 29 PM 3:00
 REC. AUDREY COLLINSON
 CLERK

ABC477196

EXHIBIT "A" TO FINANCING STATEMENT
BETWEEN CHE, INC., AND THE
FIRST NATIONAL BANK OF BOSTON
AS SECURITY AGENT

THE FIRST NATIONAL BANK OF BOSTON, the Secured Party in the Financing Statement, is acting in the capacity of Security Agent for itself and FIRST BOSTON MEZZANINE INVESTMENT PARTNERSHIP, a New York partnership.

The Financing Statement covers the following described Property:

All properties, assets and rights of the Debtor, wherever located, now owned or hereafter acquired or arising, and all proceeds and products thereof, including without limiting the generality of the foregoing, the following properties, assets and rights: all goods, accounts, contract rights including, without limitation, all rights of Pacific Ocean Enterprises, Inc. (to which the Debtor is successor by merger), under the [Agreement for the Purchase and Sale of the Capital Stock of TPC Number One, Inc., dated November 7, 1985, by and among Pacific Ocean Enterprises, Inc., The Pillsbury Company and others as amended by letter agreement], rights to the payment of money including tax refund claims, insurance proceeds and tort claims, chattel paper, documents, instruments, general intangibles, securities, patents, trademarks, trade names, including, without limitation, all right, title and interest of the Debtor in and to the trademarks, service marks, registration of trademarks and service marks, application for registration of trademarks and service marks, patents and applications for patents set forth below (collectively, the "Patents and Trademarks"), together with all rights, title and interest in and to all patents and trademarks which the Debtor may hereafter acquire; the right to file and prosecute applications for patents and trademarks and similar intellectual property anywhere in the world and the good will of the business connected with the use of and symbolized by the Patents and Trademarks, together with all assets which uniquely reflect the good will of the business of the Debtor, including but not limited to, the Debtor's trade names, customer lists, trade secrets, corporate and other business records, license rights, advertising materials, operating manuals, methods, processes, know-how, sales literature, drawings, specifications, descriptions, inventions, name plates, catalogues, dealer contracts, supplier contracts, distribution agreements, confidential information, consulting agreements and engineering contracts, copyrights and engineering drawings, furniture, fixtures, equipment, inventory, raw materials, work in progress, books and

records, and real property, and interests and rights in, on or over real property.

The "Patents and Trademarks" referred to above are identified as follows:

Federal Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
The Chart House & Design	944,243	10/03/72
The Chart House	1,061,033	03/08/77

State Trademark Registrations

<u>Mark</u>	<u>State</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
The Chart House & Design	CT	2205	10/16/79
The Chart House & Design	DE	None	05/08/79
The Chart House & Design	FL	910812	09/26/79
The Chart House & Design	GA	S-491	09/18/79
The Chart House & Design	LA	None	09/29/79
The Chart House & Design	MD	None	09/19/79
The Chart House & Design	MA	26479	10/06/75
The Chart House & Design	NH	None	09/22/79
The Chart House & Design	NJ	None	09/26/79
The Chart House & Design	NY	S-1285	10/01/79
The Chart House & Design	OR	None	09/18/79
The Chart House & Design	RI	79-9-2	09/07/79
The Chart House & Design	SC	2001	09/30/79
The Chart House & Design	TX	27915	10/13/79
The Chart House & Design	WA	7010R	09/25/79

Pursuant to a letter agreement dated July 15, 1968, CHE has permitted Mr. Joseph Cabbell to operate a restaurant located at Ilikai Marina, 1765 Ala Moana Boulevard, in Kalia, Waikiki, Honolulu, Hawaii, using the name "Chart House."

In the event this Financing Statement is intended to constitute a fixture filing, the real property affected hereby and the location of the fixtures is identified in Exhibit "B" to the Financing Statement.

LIBER - 492 PAGE 205

EXHIBIT "B" TO FINANCING STATEMENT
BETWEEN CHE, INC., AND
THE FIRST NATIONAL BANK OF BOSTON
AS SECURITY AGENT

The real property affected by the Financing Statement is commonly known as CHE, Inc., Location No. 39, 300 Second Street, Annapolis, Maryland 21403, and is more particularly described in Attachment No. 1 hereto.

LEGAL DESCRIPTION

Parcel No. 1

Commencing at the beginning of the north 37°12'19" west 76.85 feet line of the conveyance from John Trumpy and Sons Liquidating Corporation to James E. Templeton by deed dated December 16, 1974, and running from said beginning point at a bend in the bulkhead and with the bulkhead and with the lines of said conveyance along the highwater line of Spa Creek north 37°12'19" west 76.85 feet; thence, north 44°41'15" east 19.98 feet; thence, north 15°47'47" west 4.08 feet; thence, north 50°55'25" east 58.75 feet; thence south 39°44'41" east 46.58 feet to the north end of Second Street; thence, leaving the water's edge and running with the southwest right-of-way line of Second Street south 37°51'01" east 38 feet more or less to a point that is 15 feet northwest of the north wall of a storage shed lying to the southeast and along the southwest side of Second Street thence leaving Second Street and the lines of the above mentioned conveyance approximately south 54°01'12" west 83 feet more or less to the point of beginning.

Being a portion of the first parcel of the conveyance from John Trumpy and Sons Liquidating Corporation to James E. Templeton by deed dated December 16, 1974, and recorded among the land records of Anne Arundel County, Maryland in Liber 2725 Page 873. Said parcels of said conveyance are shown on a plat of the subdivision of John Trumpy and Sons, Inc. recorded in Plat Book 58 Page 50.

Parcel No. 2

Beginning for the same at a point on the northeast side of Second Street at the end of the north 37°51'01" 132.14 foot line of Parcel 2 of the conveyance from John Trumpy and Sons Liquidating Corporation to James E. Templeton by deed dated December 16, 1974, and running from said beginning point and with the second line of said second parcel leaving Second Street north 52°14'39" east 158 feet; thence, leaving the line and crossing part of said parcel south 37°51'01" east 66.07 feet; thence, south 52°14'39" west 158 feet to the side of Second Street and said first mentioned line; thence, north 37°51'01" west 66.07 feet to the point of beginning.

Being a part of Parcel 2 of the conveyance from John Trumpy Liquidating Corporation to James E. Templeton by deed dated December 16, 1974, and recorded among the land records of Anne Arundel County, Maryland in Liber 2725 Page 873 said second parcel appearing on a plat recorded in Plat Book 58 Page 50.

Together with existing improvement on the premises and the improvements in the defined waters as well as all easements, riparian rights, rights-of-way, servitudes, and appurtenances in adjoining and adjacent land, highways, roads, streets, lanes, whether public or private, for the installation, maintenance, operation and service of sewer, water, power and other utility lines and for driveways and approaches to and from abutting highways for the use and benefit of the above described parcel of real estate, including the improvements to be erected thereon.

All as further described on a survey by J.R. McCrone, Jr. Inc. Land Surveyors dated June 30, 1977.

Mail to Inforsearch, Inc.

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):
Garner, Gabriel Lee Jr.
Garner, Carol E.
Patuxent MH Estates
Lot #6
Lothian, Md. 20711

2. Secured Party(ies) Name(s) and Address(es)
Eastern Homes, Inc.
8315 Washington Blvd.
Jessup, Md. 20794

4. For Filing Officer: Date, Time, No. Filing Office
RECORD FEE 12.00
POSTAGE 1.00
NOV 29 1985

5. This Financing Statement covers the following types (or items) of property:
1985 Fleetwood-Sandpointe 14x70 S/N VAFL1AE301910236
Together with all appliances, equipment, accessories, parts and accessions thereon and thereto all substitutions, replacements or additions therefore, and all proceeds thereof, and as more fully described in the Manufacturer's Retail Installment Sale Agreement between debtor and secured party.

6. Assignee(s) of Secured Party and Address(es)
All Valley Acceptance Co.
P.O. Box 668
Uniontown, PA 15401

8. ~~Register Real Estate~~
Installed Options-
Intertherm A.C.-A000787798

9. Name of a Record Owner

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

Gabriel Lee Garner Jr. & Carol E. Garner
By *Gabriel Lee Garner Jr.* Signature(s) of Debtor(s)
By *Tommy Lee Earl* 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

Mailed to Secured Party

mp
RECEIVED NOV 29 1985
1985 NOV 29 PM 3:49
E. AUBREY COLLISON
CLERK

259435

LIBER - 492 PAGE 208

198759

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-1

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

<input type="checkbox"/> 4 Filed for record in the real estate records	<input type="checkbox"/> 5 Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) Displays, Designs & Signs, Inc. 717 F Hammonds Ferry Rd. Linthicum Heights, MD. 21090 Anne Arundel County	2 Secured Party(ies) and address(es) CLARK EQUIPMENT CREDIT CORPORATION 428 EAST FRONT STREET BUCHANAN, MI 49107 8 Griffin Road North Windsor, CT. 06095	3 For Filing Officer (Date, Time, No. and Filing Office) 11:00 NOV 29 1987 MAY 29 1987

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

(1) Clark C500-45 Forklift S/N 355-539-2810
with 188" Triple Stage Upright and 42" Forks

DEBT EXCEEDS \$200.00

PROCEEDS OF COLLATERAL ARE ALSO COVERED

FILED WITH Sec. of State Filing Office of _____ County/City Products of Collateral are also covered

Displays, Designs & Signs, Inc.

Clark Equipment Credit Corporation

James R. McElhiney, President
SIGNATURE(S) OF DEBTOR (OR ASSIGNOR)

Robert M. ...
SIGNATURE(S) OF SECURED PARTY (OR ASSIGNEE)

FILING OFFICER COPY—ALPHABETICAL

11/00/87

Mailed to Secured Party

259436

LIBER - 492 PAGE 209

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 3. Maturity Date (Optional):

1. Debtor(s) (Last Name First) and Address(es):
B & B Contractors, Inc.
533 Saltworks Court
Annapolis, Md 21401

2. Secured Party(ies) Address(es) And Name(s):
Maryland Clarklift, Co., Div
The Space Maker Group, Inc.
3310 Childs St.
Baltimore, Md 21226

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

RECORD FEE 11.00
POSTAGE 1.00
NOV 29 1985

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

One Clark Model GCS-25S Cushion Tire Forklift
G138M-0400-6072

5. Assignee(s) of Secured Party, Address(es):
Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

Not subject to recordation tax

DEBT EXCEEDS \$200.00
 Proceeds of the collateral are also covered.
Filed with: Sec. of State Filing Office of _____ County/City

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

8. Signatures:

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

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

FINANCING STATEMENT

(4) Secured Party Copy. Remove this copy and forward balance of form intact for filing.

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

FORM UCC 1
1985 NOV 29 PM 3:49
E. AUBREY COLLISON
CLERK

MP

Mailed to Assignee

1350

LIBER - 492 PAGE 210

259437

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Lilly, Eugene T/A Gene Lilly Custom Pools 1621 Ritchie Hwy. Severna Park, Anne Arundel Co., MD 21146	Secured Party Name and Address John C. Louis Company Incorporated 1805 Cherry Hill Road Baltimore, MD 21203	
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) Used Clark Melroe M743 Diesel Bobcat Loader, S/N 13953		
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) Eugene Lilly T/A Gene Lilly Custom Pools	Secured Party John C. Louis Company Incorporated	
By <u>Eugene Lilly</u> Title <u>owner</u>	By <u>Wilmer S. Davison</u>	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>Eugene Lilly</u>	<u>Wilmer S. Davison, President</u>	
<small>Type or print name(s) of person(s) signing</small>	<small>Type or print name of person signing</small>	

12.00
 .50
 POSTAGE
 BALTIMORE CITY NOV 29 1985

MD

RECEIVED FOR RECORD
 BALTIMORE COUNTY

1985 NOV 29 PM 3:50

E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

Anne Arundel County
11/8/85
259438

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax - Conditional Sales
- Recordation Tax of \$ _____ on Contract
- 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: Eugene Passero D/B/A Atlas Disposal Services
(Name or Names)
5080 Sando Road, Lothian, Maryland 20711
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Wilbar and Arnold, Inc.
(Name or Names)
5500 Clermont Drive, Alexandria, Virginia 22310
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: Union Trust Company of Maryland
(Name or Names)
P.O. Box 1077, Baltimore, Maryland 21203 Attention: #7G4273
(Address)

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

One (1) 1w985 International Harvester Model 1954 Truck Chassis, s/n 1HTLBTVN2FHA54407, equipped with One (1) Heil 20 cu. yd. High Compaction Rear Loader, s/n FP2935

Mailed to Assignee

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT

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):
Eugene Passero D/B/A Atlas Disposal Services
By: Eugene Passero Owner
(Type or print name of person signing)

SECURED PARTY:
Wilbar and Arnold, Inc.
By: Robert L. Arnold, Jr.
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Union Trust Company of Maryland, P.O. Box 1077, Baltimore, Maryland 21203
Attn: 7G4273

1985 NOV 29 PM 3:50
EUGENE COLLISON
CLERK
MP

FINANCING STATEMENT

RECORDING FEE 11.00
NOV 29 1985

- 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)
 Tri-State Marine P. O. Box 100 Route 256
 Distributors, Inc. Deale, Md. 20751

6. Secured Party Address 100 Light St., Balto., Md. 21202
 Equitable Bank, National Association
 Attention: P. J. Logan, Community Lending Officer
(Type name & title)

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

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

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

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

Debtors
Tri-State Marine Distributors, Inc. (Seal) _____ (Seal)

William S. Mageau (Seal) _____ (Seal)
 William S. Mageau, Pres.

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

Mailed to Secured Party

RECEIVED FOR RECORD
 OFFICE OF THE CLERK
 BALTIMORE COUNTY
 1985 NOV 29 PM 3:48
 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. \$ 18,500.00

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

This financing statement Dated Sept. 17, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name United Propane, Inc.
Address 205 Najoles Road, Millersville, Maryland 21108

RECORD FEE 11.00
RECORD TAX 129.50
POSTAGE .50
#07708 0777 R02 715:42
NOV 29 85

2. SECURED PARTY

Name The Harbor Bank of Maryland
Address 21 W. Fayette Street, Baltimore, Maryland 21201

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)

Propane Tanks, Pumps, Pump Motors, Scales, Stands, Propane Gas Meters, Electrical Connections and Fencing for this equipment, whether now owned or hereafter acquired and wherever located.

RECEIVED FOR RECORD
DEPT. OF COMMERCE
1985 NOV 29 PM 3:50
E. AUBREY COLLISON
CLERK

11.00
129.50
50

CHECK THE LINES WHICH APPLY

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

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

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

Mailed to Secured Party

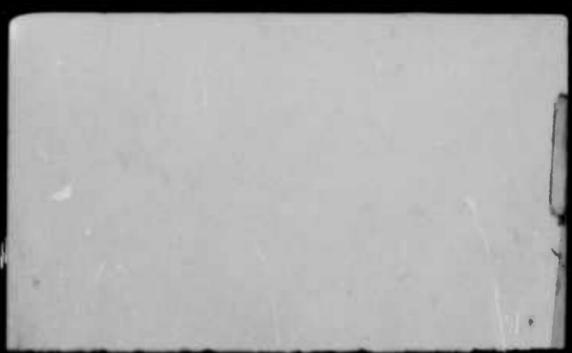
BY: Robert A. Pascal
(Signature of Debtor) ROBERT A. PASCAL, CHAIRMAN

BY: Marcel A. Henry
Type or Print Above Name on Above Line
MARCEL A. HENRY, PRESIDENT
(Signature of Debtor)

Type or Print Above Signature on Above Line

Joel A. Byrd
(Signature of Secured Party)
JOEL A. BYRD, VICE PRESIDENT

Type or Print Above Signature on Above Line



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) Eve's Peach, Inc. 137 Prince George Street Annapolis, Maryland 21401	2 Secured Party(ies) and address(es) DeKalb County Bank & Trust Company Public Square Alexandria, TN 37012	For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: Total indebtedness under any contingency is \$33,060.00. Date 5-29-85 All inventory of Eve's Peach, Inc. located at 137 Prince George Street Annapolis, Maryland.		
ASSIGNEE OF SECURED PARTY		RECORD FEE 11.00 POSTAGE 50 MAY 30 10 10 10 EC 2 85
This instrument was prepared by Miranda Harvey		
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:		
Filed with:		
Eve's Peach, Inc.	DeKalb County Bank & Trust Company	
By: <i>Charles D. Branch</i> Charles D. Branch, President Bernstein & Feldman, P.A.	By: <i>E.W. Evins</i> E.W. Evins, President	
Return to, Mail to P.O. Box 591 Annapolis, Md 21404-0591		#580

259442

033611

LIBER - 492 PAGE 215

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 4,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Van Johnson
Lois A. Johnson

Address

1302 Shore Drive Edgewater Md.
1302 Shore Drive Edgewater Md.

Secured Party

Farmers National Bank of Maryland

Address

5 Church Circle,
Annapolis Md. 21401

Assignee

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

Attach separate list if necessary

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

1985 Arc Diesel Lincon Welder Model AS 250 D3 15
Serial # 1042386

RECORD FEE 12.00
RECORD TAX 28.00
POSTAGE .50
#16377 0777 R01 T09:54
DEC 2 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)

Van Johnson
Van Johnson
Lois A. Johnson
Lois A. Johnson

Secured Party (or Assignee)

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

Susan F. Smith
BY Susan F. Smith

Type or print names under signatures

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

RECEIVED
1985 DEC -2 AM 9:53
AUBREY COLLISON
CLERK
MP

1700
2800
50

Mail to Farmers Natl Bk

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

259443

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) Russell, Rusty		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS 3357 Hazelwood Road		1C. CITY, STATE Edgewater, MD	1D. ZIP CODE 21037
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY) DBA Rusty Russell's All Star		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME Curley-Bates Co. MAILING ADDRESS 860 Stanton Dr. CITY Burlingame STATE CA ZIP CODE 94010		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

SEE ATTACHED EXTENSION SHEET FOR APPROPRIATE STATEMENT OF COLLATERAL.

RECORD FEE 14.00
POSTAGE 50
#16376 0777 REC 2 85

mp
1965 DEC -2 AM 10:10
E. AUDREY COLLISON
CLERK

" NOT SUBJECT TO RECORDATION TAX "

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. DEBTOR (S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM <input type="checkbox"/>
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 91D5 (1) (h) <input type="checkbox"/>	
9. <input checked="" type="checkbox"/> SEE ATTACHED	DATE	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
SIGNATURE (S) OF DEBTOR (S)		
Russell, Rusty		
TYPE OR PRINT NAME (S) OF DEBTOR (S)		
SIGNATURE (S) OF SECURED PARTY (IES)		
Curley-Bates Co.		
TYPE OR PRINT NAME (S) OF SECURED PARTY (IES)		
11. RETURN COPY TO:		
NAME	DATA-FILE SERVICES, INC.	
ADDRESS	12327 SANTA MONICA BLVD. #102	
CITY	LOS ANGELES, CA 90025	
STATE		
ZIP CODE		

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF MarylandTOTAL NUMBER OF SHEETS 2

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

Curley-Bates Co.
860 Stanton Dr.
Burlingame, CA 94010

DEBTOR:

Russell, Rusty
DBA Rusty Russell's All Star
3357 Hazelwood Road
Edgewater, MD 21037

All inventory of goods and merchandise now held or hereafter acquired by Debtor bearing the trademark "MIZUNO" and/or "EASTON" and/or "OLLO" either singly or in combination with any other word or words, together with all additions or accessions thereto, and all accounts, contract rights, documents, instruments, general intangibles and chattel papers of Debtor now existing or hereafter arising out of or with respect to such inventory and all proceeds of all the foregoing.

Russell, Rusty

Curley-Bates Co.

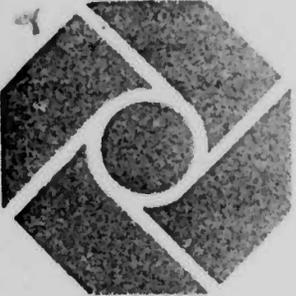
2

DEBTOR
Rusty Russell
Filing Officer Copy



SECURED PARTY

SHEET No.



Curley-Bates Co.

LIBER - 492 PAGE 218

Rusty Russells All Star Sports
3357 Hazelwood Rd
Edgewater, MD 21037

SECURITY AGREEMENT

Purchaser:

Description of Inventory: Mizuno, Easton, and Ollo inventory; proceeds thereof.

Purchaser acknowledges that this Agreement secures a purchase money security interest in the inventory or proceeds described herein and grants a security interest in such goods or proceeds, as set forth and enforceable under the Uniform Commercial Code, and authorizes seller at its option to file one or more financing statements signed only by the seller, as seller shall deem necessary to fully protect the security interest herein granted to it by the purchaser.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 17 day of Sept, 1985.

Curley-Bates Co. file server.

<u>Purchaser</u>	<u>Seller</u>
<u>Rusty Russells All Star Sports</u> Name of company	<u>Curley-Bates Co.</u> Name of company
BY <u><i>Rusty Russell</i></u> Authorized Officer	BY <u><i>[Signature]</i></u> Authorized Officer
<u>Pres.</u> Title of Authorized Officer	<u>Sr. V.P., Finance & Operations</u> Title of Authorized Officer

Sworn to before me this 17th day of Sept 1985
Bobby J. Mann Comm expires July 1, 1986

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)) DONALD E. DUTCHER PATRICIA E. DUTCHER 259 WAYSONS MHP LOTHIAN MD 20711		2. Secured Party(ies) Name(s) and Address(es): GREEN TREE ACCEPTANCE INC. 4506 LOISDALE RD; BOX 807 SPRINGFIELD, VA 22150		3. <input type="checkbox"/> The Debtor is a transmitting utility.	
5. This Financing Statement covers the following types (or items) of property: 1982 WINDSOR 70 X 14 SERIAL # <u>ZWI701414745</u> "AND INCLUDING ALL FIXTURES , FIXTURES, APPLIANCES, AND APPURTANANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL		6. Assignee(s) of Secured Party and Address(es)		4. For Filing Officer: Date, Time, No. - Filing Office RECORD FEE 12.00 POSTAGE .50 #16384 C777 R01 T10:01 DEC 2 8:55	
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records:		9. Name of a Record Owner		7. <input type="checkbox"/> The described crops are growing or to be grown on.* <input type="checkbox"/> The described goods are or are to be affixed to.* <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on.* *(Describe Real Estate in Item 8.)	
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).			

By Donald E. Dutcher Patricia E. Dutcher By Isabel Manfredi
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

3/83 STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

Mail to Green Tree Acceptance

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

259445

LIBER - 492 PAGE 220

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented.
1. Debtor(s) (Last Name First) and address(es) American Finance Group, Inc. Exchange Place Boston, MA 02109	2. Secured Party(ies) and address(es) Nationwide Life Insurance Company One Nationwide Plaza Columbus, OH 43216	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #16385 C777 R01 T10:02 REC 2 85

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

The Equipment listed on the attached Schedule and all Debtor's interest in the Master Equipment Lease Agreement No. 8103MAP811 dated as of March 20, 1981, as amended, solely as it relates to the Rental Schedule(s) listed below, between AmComp Corporation as Lessor (Lessor's interest having heretofore been assigned to Debtor) and The Stop & Shop Companies, Inc. as Lessee. See attached.

Rental Schedule(s)

D-17

FILED WITH: Clerk of the Circuit, Anne Arundel County, MD

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	AMERICAN FINANCE GROUP, INC. <i>Robert C. [Signature]</i>	NATIONWIDE LIFE INSURANCE COMPANY <i>[Signature] ATTY.</i>
	Authorized Signer Signature(s) of Debtor (Or Assignor)	Signature(s) of Secured Party (Or Assignee)

Filing Officer Copy - Alphabetical
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Rev. Jan. 1980

LAWYERS STATIONERY CO., INC. - BOSTON

Mail to Nationwide Life Ins. Co

1985 DEC -2 AM 11
E. AUBREY COLLISON

mp

Rental Schedule D-17

<u>Qty</u>	<u>Description</u>	<u>Part Number</u>	<u>Serial Number</u>	<u>Equipment Location</u>	<u>Accept Date</u>	<u>Accept Number</u>
1	HENKELS & MCCOY, INC. ITT/Tone Commander Telephone System consisting of: 1 Key Service unit, 6 cell 4 LC-400H cards with recall 3 Touch tone 6 button brown key wall sets 10 Touch tone 6 button brown key desk sets 32 Rotary single line brown trim line wall sets 3 Rotary single line brown trim line desk sets 7 Extra long handset cords throw key fpr ring assignment Tone Commander ML800 storekeeper 1-CF400 main housing & 1CF 401 expanding housing 1-CP-432 single/regulator card 2-CP441 Line Cards tone/rotary (8line) 7-CP451 Stations single line or keysets 3-CP454 add on conference/paging cards w/instant page/and call park			Bradlees #574 6716 Gov. Ritchie Hwy. Chesapeake Sq. Shop Cnt. Glen Burnie, MD 21061	2/13/85	D-51
				Equipment Cost	\$24,993.00	

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 NIPPES, J. TIMOTHY
Address 73 Maryland Avenue, Annapolis, MD 26401

2. SECURED PARTY

Name L.B. SMITH, INC.
Address Dorsey Rd. & Washington & Baltimore Expressway
Hanover, MD 21076

RECORD FEE 11.00
POSTAGE .50
#16386 C777 R01 T10:03
DEC 2 85

Also Assignee:

AMCA INTERNATIONAL FINANCE CORPORATION
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 Bomag Model BW170D vibratory roller, S/N 88736
with all present and future attachments, accessories,
replacement parts, repairs, additions, and all proceeds thereof.

This financing statement covers a purchase money security interest created under a conditional sales contract and falls within the exception contained in MD. ANN. CODE art. 81, & 227(2) (ii) (5) (1984).

CHECK THE LINES WHICH APPLY

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

J. Timothy Nippes

(Signature of Debtor)

J. TIMOTHY NIPPES

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

L.B. Smith, Inc.

(Signature of Secured Party) (Title)

L.B. SMITH, INC.

Type or Print Above Signature on Above Line

Mail to *AMCA International Finance Corp.*

DEC -2 AM 10:11
E. AUBREY COLLISON
CLERK

3666

259447

FINANCING STATEMENT

1. To be recorded in the Land Records.
2. X To be recorded among the Financing Statement Record.
3. X Not subject to Recordation Tax (general intangibles, Article 81, Section 277(a)(2)(ii)).
4. _____ Subject to Recordation Tax on the 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, that the Recordation Tax on the initial debt has been paid to the Clerk of the Circuit Court for Anne Arundel County.

E. AUBREY COLLISON
CLERK

1985 DEC - 2 AM 10:51

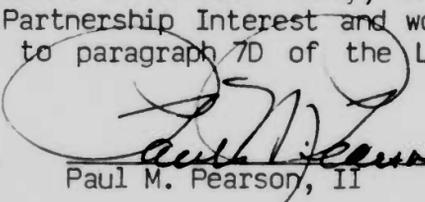
5.	<u>Debtors Names</u>	<u>Address</u>
	Paul M. Pearson, II	Maryland Inn Annapolis, Maryland 21401

6.	<u>Secured Party</u>	<u>Address</u>
	Washington Brick and Terra Cotta Company	c/o Arthur Birney 888 Seventeenth St., N.W. Washington, D.C. 20006

RECORD FEE 11.00
 POSTAGE 50
 #16405 C345 R01 T10:36
 DEC 2 85

7. This Financing Statement covers and Debtor hereby grants to secured parties a security interest in, the following property and all proceeds and parts thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

a. General Intangibles. 0.8 percent of partnership interest in that limited partnership known as Historic Inns of Annapolis Limited Partnership, being a part of Debtor's existing partnership interest, and all cash and non-cash proceeds and products thereof, which limited partnership interest, if transferred from Debtor to Secured Party, or some other party, would become a Class B Limited Partnership Interest and would be convertible to a greater interest pursuant to paragraph 7D of the Limited Partnership Agreement.

 Debtor
 Paul M. Pearson, II

Mr. Clerk:

Please return to: William M. Simmons
 P. O. Box 11
 Annapolis, Maryland 21404

Mail to _____

5100A

11.00
52

FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for ANNE ARUNDEL County, Maryland for filing pursuant to the Uniform Commercial Code.

<u>Name of Debtor</u>	<u>Address</u>
1. ROBERT W. SCHULTZ	8002 FRONTIER DRIVE
2. SARA C. SCHULTZ	SEVERN, MARYLAND 21144
3. EDITH P. SCHULTZ	

<u>Name of Secured Party</u>	<u>Address</u>
4. Lomas & Nettleton Co.	2001 BRYAN TOWERS DALLAS, TEXAS 75201

3. This Financing Statement covers the following items of property:

- a). Refrigerator
- b). Range/Oven
- c). Dishwasher
- d). Fan/Hood

4. This Financing Statement is not subject to a Recordation Tax.

5. This Financing Statement is intended to evidence among the Financing Records the encumbrance of the items listed herein by a deed of trust from the aforesaid debtors securing the aforesaid secured party, dated and recorded simultaneously herewith (or prior hereto) among the Land Records of ANNE ARUNDEL County, Maryland.

EXECUTED THIS 8th DAY OF November 1985

Sara C. Schultz BY _____
Edith P. Schultz BY _____
 HER ATTORNEYS TO FACT ATTEST: _____

(Debtors)

(Secured Party)

RECORD FEE 13.00
 POSTAGE .50
 #07750 (237 NOV 11:39
 DEC 2 85

After recordation please return this document to:

Mail to The Lomas & Nettleton Company
 9418 ANNAPOLIS ROAD
 LANHAM, MARYLAND 20706

MP
 RECEIVED BY CLERK
 ANNE ARUNDEL COUNTY
 1985 DEC -2 AM 11:41
 E. AUDREY COLLISON
 CLERK

E-52

152

13.00

TERMINATION STATEMENT

Identifying File No. 238065

THE AMOUNT OF TAXABLE DEBT SUBJECT TO RECORDATION TAX AS PART OF THIS TRANSACTION IS: \$0.00.

This termination statement dated September 24, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR:

Coca-Cola Bottling Company of
Annapolis, Maryland, Incorporated
1750 West Street
Annapolis, Maryland 21401

RECORD FEE 10.00
POSTAGE .50
#16514 C777 R01 T15:09
DEC 2 85

2. SECURED PARTY:

The Coca-Cola Company
310 North Avenue
Atlanta, Georgia 30313

3. MATURITY DATE OF OBLIGATION: None shown

4. THIS STATEMENT REFERS TO AN ORIGINAL FINANCING STATEMENT BEARING FILE NO. 238065 RECORDED ON MAY 25, 1981.

5. THE SECURED PARTY CERTIFIES THAT THE SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE.

DEBTOR:

COCA-COLA BOTTLING COMPANY
OF ANNAPOLIS, MARYLAND,
INCORPORATED

SECURED PARTY:

THE COCA-COLA COMPANY

By: William G. Brendle, Sr.
William G. Brendle, Sr.

By: Bernice H. Winter
BERNICE H. WINTER
SENIOR VICE PRESIDENT

4066D-46

Mail to Council, Baradell, Kasmul
4 Nalan P. A.

RECEIVED AND RECORDED
ANNE ARUNDEL COUNTY
AH 1985 DEC -2 PM 3:09
E. AUDREY COLLISON
CLERK

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

¹ MARIN RESOURCE MANAGEMENT, INC., t/a ² The Galley Restaurant

Name or Names—Print or Type

1402 Colony Road, Pasadena, Maryland 21122

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

FIRST AMERICAN BANK OF MARYLAND

Secured Party:

Name or Names—Print or Type

209 Main Street, Annapolis, Maryland 21401

Address—Street No., City - County State Zip Code

1985 DEC 3 PM 2:49
E. ANDRE COLLISON
CLERK

MP

This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). 1. All accounts receivable.

2. All inventory of borrower, as well as any accessories or equipment now or hereafter attached thereto, any proceeds (cash or non-cash) thereof, and any replacements therefor.

3. All assets, tangibles and intangibles of any kind or description.

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.

RECORDED ON SEP 30, 1985 AT 09 45 AM
IN THE FINANCING RECORDS OF THE MD. ST.
DEPARTMENT OF ASSESSMENTS AND TAXATION
ID # 52737041 RECEIPT # 06682000140
LIBER 2751 FELIC 001101
RECORDING FEE 12.50
RECORDATION TAX 50
* THIS SERVES AS YOUR RECEIPT *

DEBTOR(S): MARINA RESOURCE MANAGEMENT, Inc. SECURED PARTY: First American Bank of Maryland
t/a The Galley Restaurant

[Signature]
(Signature of Debtor)

LEE D. POLLOCK, President
Type or Print

(Signature of Debtor)

Type or Print

(Company, if applicable)

[Signature]
(Signature of Secured Party)

Dennis L. Ortiz, Assistant Vice-Pres.
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: BALD AND HALE, P.O. BOX 947, Annapolis, Maryland 21404

Lucas Bros. Form F-1

52738375

12
2

392

10041-164

LIBER - 492 PAGE 227

259453

Not to be recorded
in Land Records

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

\$8,650,000.00

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

FINANCING STATEMENT

1. Debtor:
CROW-ROBINSON RETAIL LIMITED
PARTNERSHIP

Address:
Suite 720
1025 Thomas Jefferson Street, N.W.
Washington, D.C. 20007

2. Secured Party:
THE RIGGS NATIONAL BANK OF
WASHINGTON, D.C.

Address:
800 17th Street, N.W.
Washington, D.C. 20074

3. Trustee:
ROBERT E. PICKERAL
JAMES L. TRIMBLE

Address:
800 17th Street, N.W.
Washington, D.C. 20074

1985 DEC -3 PM 12:34
E. AUBREY COLLISON
CLERK

MP

RECORD FEE 26.00
POSTAGE 3.00
TOTAL DUES 29.00
DEC 3 1985

4. This Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

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

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

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

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

2600
MP

JOHN E. HARMS, JR. AND ASSOCIATES, INC. *Consulting Engineers - Architects - Surveyors*

PASADENA, MARYLAND

7/10/85
RK/ssDESCRIPTION OF THE MARY HOFFMAN ET AL
PROPERTY (RESIDUE AREA)
THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a concrete monument situate at the Northwest corner of the Douglas W. Diehl property situate on the Northwest side of Robinson Road near its intersection with the Southwest side of Governor Ritchie Highway, Maryland Route 2, 150 feet wide, thence binding on the Northeast boundary lines of the George E. Etzel property recorded among the Land Records of Anne Arundel County, Maryland in Liber M.S.H. 2104, Folio 24, and the Bruce M. Erickson property recorded among the aforesaid Land Records in Liber M.S.H. 2170, Folio 510 and referring the courses of this description to the Maryland State Grid Meridian and as now surveyed,

(1) North 33 degrees 36 minutes 26 seconds West 421.42 feet to a concrete monument found marking the Northernmost corner of the said Bruce M. Erickson property, thence binding on the Northeast property line of the Howard M. Field property recorded among the aforesaid Land Records in Liber M.S.H. 2176, Folio 264,

(2) North 36 degrees 54 minutes 38 seconds West 74.77 feet to a concrete monument found, thence binding on part of the Southeast boundary line of the Howard M. Field property recorded among the aforesaid Land Records in Liber M.S.H. 2158, Folio 277,

(3) North 44 degrees 22 minutes 44 seconds East 35.89 feet to a concrete monument found, thence

(4) North 35 degrees 51 minutes 52 seconds West 290.10 feet to a concrete monument found thence binding on the Southeast boundary line of

183/74

the Baltimore and Annapolis Railroad property recorded among the aforesaid Land Records in Liber N.H.G. 10, Folio 86, the two (2) following courses,

(5) North 52 degrees 34 minutes 37 seconds East 419.83 feet to a concrete monument found thence,

(6) North 52 degrees 36 minutes 56 seconds East 155.10 feet to the Southwest side of Governor Ritchie Highway, Maryland Route 2, 150 feet wide thence binding on said Southwest side,

(7) South 35 degrees 29 minutes 41 second East 657.01 feet to an iron pipe set, thence binding on the Northwest property line of the Friendly Ice Cream Parcel and crossing Eadds Drive, 60 feet wide,

(8) South 54 degrees 35 minutes 19 seconds West 360.24 feet to an iron pipe set crossing over an iron pipe found 60.00 feet from the end of said line, thence binding on the Southwest side of Eadds Drive, 60 feet wide,

(9) South 35 degrees 24 minutes 41 seconds East 414.03 feet to an iron pipe set, and

(10) South 12 degrees 14 minutes 31 seconds West 33.68 feet to an iron pipe set thence binding on a proposed 80 foot wide right-of-way line for Robinson Road as recorded among the aforesaid Land Records in Liber W.G.L. 3447, Folio 594,

(11) South 59 degrees 53 minutes 43 seconds West 55.02 feet to an iron pipe set, thence binding on the East boundary line of the Douglas W. Diehl property recorded among the aforesaid Land Records in Liber W.G.L. 3115, Folio 733,

183/75

(12) North 35 degrees 26 minutes 41 seconds West 259.80 feet to a post,
thence binding on the Northwest boundary line of the said Diehl property,

(13) South 59 degrees 47 minutes 19 seconds West 180.54 feet to the
point of beginning,

CONTAINING 10.263 acres of land, more or less,

BEING part of that conveyance from Milton I. Vogelhut, Executor of the
last will and testament of Nellie V. Mannion, deceased, to Mary Rose Hoffman
and Ruth Ann Etzel, by deed dated September 19, 1974, and recorded among the
Land Records of Anne Arundel County, Maryland, in Liber W.G.L. 2709, Folio 767.

BEING all of the Mary Hoffman Et Al property recorded among the afore-
said Land Records in Liber W.G.L. 2709, Folio 761.

BEING all of the George Etzel property recorded among the aforesaid
Land Records in Liber G.T.C. 989, Folio 227,

BEING all of the Mary R. Hoffman property recorded among the aforesaid
Land Records in Liber W.G.L. 3045, Folio 349,

SUBJECT to a 15 foot wide storm drain easement Southwest of Eadds Drive,

A PERPETUAL EASEMENT Southwest of Eadds Drive, a revertible easement 15
feet wide on the West and North sides of Eadds Drive as recorded among the
Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3447, Folio 94,

SUBJECT to an additional revertible easement 25 feet wide, in all 40.00
feet wide at the Northwest termination line of Eadds Drive, 60 feet wide,
as shown on a plat entitled Friendly Ice Cream Parcel, recorded among the
aforesaid Plat Records in Plat Book 89, Page 1,

LIBER - 492 PAGE 231

Page four

ALL as shown on a plat entitled Pappy's Restaurant at Robinson Road, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 69, Page 9, recorded among the aforesaid Land Records in Liber W.G.L. 3447, Folio 594.

The above described parcel according to a recent survey made by John E. Hams, Jr. and Associates, Inc. dated June 26, 1985.

183/76A

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

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

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any: provided in the Note.

Debtor:

Secured Party:

CROW-ROBINSON RETAIL LIMITED PARTNERSHIP

THE RIGGS NATIONAL BANK OF WASHINGTON, D.C.

By: Peter J. Henry
Peter J. Henry
Managing General Partner

By: Catherine A. Arnold
Catherine A. Arnold
Assistant Vice President

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

The Riggs National Bank of
Washington, D.C.
800 17th Street, N.W.
Mail to ~~Washington, D.C. 20074~~

Attention: Catherine A. Arnold
Assistant Vice President

259454

FINANCING STATEMENT

1985 DEC -3 PM 12:34
E. MURKIN COLLISON
CLERK

- 1. To Be Recorded in the Land Records.
- 2. To Be Recorded among the Financing Statement Record.
- 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 Clerk of the Circuit Court of Anne Arundel County.

5.	Debtor(s) Name(s)	Address(es)
	Kitchen Display & Wholesale Center, Inc.	1799 McGuckian Street Annapolis, Maryland 21401

6.	Secured Party	Address
	First National Bank of Maryland	83 Forest Plaza Annapolis, Maryland 21401

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in 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.

RECORD FEE 11.00
MORTGAGE .50

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, 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.

NOTARY FEE 11.24

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.

REC 3.85

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

11/20/85

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.

DEBTOR:

SECURED PARTY:

KITCHEN DISPLAY & WHOLESALE
CENTER, INC.

FIRST NATIONAL BANK OF
MARYLAND

By: L. Melvin Wilde, President
L. Melvin Wilde, President

By: Richard J. Shenos
Richard J. Shenos

Address where Collateral
will be located:

1799 McGuckian Street
Annapolis, Maryland 21401

Mr. Clerk: Please return to M. Willson Offutt, IV, Esquire, Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street, Annapolis, Maryland 21401

Mail to _____

MWO--6

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

Roll No. 51 Page No. 280
Identification No. 33466 Dated Jan. 4, 1966

1. Debtors) { Dement, Donald W. And Duane S., his wife
Name or Name:—Print or Type
{ 1534 Farlow Avenue, Crofton, Maryland 21113
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) November, 1985

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>

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 21st day of November 19 85

WITNESS:

BY: WYE MORTGAGE CORPORATION

Helda M. Benny

Nancy L. Shauk
Nancy L. Shauk, Vice President

Helda M. Benny

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 .)

Mail to Carl Haltermann, Jr.

RECORD FEE 10.00
POSTAGE .50
1237 002 11548
DEC 3 85

RECEIVED FOR RECORD
CLERK E. AUBREY COLLISON
1985 DEC -3 PM 3:50
CLERK

S-6535

FINANCING STATEMENT - ANNE ARUNDEL COUNTY, MARYLAND

Not to be recorded
in the Land Records

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

\$620,000.00

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

FINANCING STATEMENT

RECORD FEE 13.00
POSTAGE .50
#16761 C777 R01 T10:17
DEC 4 85

- 1. Debtor: Address: SAMUEL PASCAL 3001 Veazy Terrace, N.W. Washington, D.C. 20008
- 2. Secured Party: Address: MAXIMUM SAVINGS ASSOCIATION 5530 Wisconsin Ave. Suite 1250 Chevy Chase, Maryland 20815
- 3. Trustee: Address: J. MARTIN KLINE, JR. and JILL J. PRICE 5530 Wisconsin Ave. Suite 1250 Chevy Chase, Maryland 20815

4. This Financing Statement covers:

(a) All of the right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected on to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

1300
50

SP
1985 DEC -4 AM 10:20
E. AUGREY COLLISON
CLERK
AH

(b) All of the right, title, interest, claim or demand of the Debtor either at law or in equity in and to all construction contracts, architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

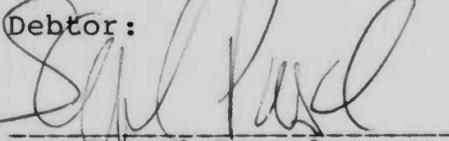
(c) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(d) All contracts for the sale of the premises hereinafter described; and

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

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

- 5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.
- 6. Proceeds of collateral are covered by this Financing Statement.
- 7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner, as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and as more particularly described in the Deed of Trust hereinabove referenced.

Debtor: 
Samuel Pascal

Secured Party:

MAXIMUM SAVINGS ASSOCIATION

By: J. Martin Kline, Jr.,
Vice President

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

Maximum Savings Association
5530 Wisconsin Avenue
Suite 1250
Chevy Chase, Maryland 20815.
Attn: Jill J. Guidara

Mail to



EXHIBIT "A"

Lots 1, 2, 3, 16, 17 and 18, Block 'P', Subdivision of Part of McGuckian Estate, South of Revised Layout of West Street Extended, as per plat recorded in Plat Book 19 at plat 16, one of the land records of Anne Arundel County, Maryland; being in the Sixth Election District, SAVING AND EXCEPTING THEREFROM, HOWEVER, that part conveyed to the Mayor and Alderman of the City of Annapolis, a Municipal Corporation, by Deed dated December 20, 1973 and recorded January 18, 1974, in Liber 2650 at folio 233, as follows:

BEGINNING for the same at a point on the western right of way line of Legion Avenue. Being at the intersection of the South right of way line of Margaret Avenue, also east corner of Lot 1, Block 'P', as shown on the recorded plat of Subdivision of Part of McGuckian property which plat is recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 19, at page 16; thence from the place of beginning so fixed and with the western right of way line of Legion Avenue, South 18 degrees 53 minutes 10 seconds West, 300.00 feet to the intersection of Legion Avenue and George Avenue; thence with the North right of way line of George Avenue, North 71 degrees 06 minutes 50 seconds West, 160 feet to the property corner between Lots 15 and 16; thence with the property line between Lots 15 and 16, North 18 degrees 53 minutes 10 seconds East, 4.00 feet; thence running through Lots 16, 17 and 18 South 71 degrees 06 minutes 50 seconds East, 140 feet to a point of curve; thence with a curve to the left having a radius of 16 feet and an arc distance of 25.13 feet to a point of tangent; thence North 18 degrees 53 minutes 10 seconds East, 260 feet to a point of curve; thence with a curve to the left having a radius of 16 feet and an arc distance of 25.13 feet to a point of tangent; thence running through Lots 1, 2 and 3, North 71 degrees 06 minutes 50 seconds West, 140 feet to the property line between Lots 3 and 4; thence with property line between Lots 3 and 4, North 18 degrees 53 minutes 10 seconds East, 4.00 feet to the South right of way line of Margaret Avenue; thence with the right of way line of Margaret Avenue, South 71 degrees 06 minutes 50 seconds East, 160 feet to the place of beginning. Containing 0.059 acres, more or less.

259457

LIBER - 492 PAGE 239

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
Title No. 11 W. Washington, D.C. 20004

1985 DEC -4 PM 3:54
AH
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT
RECORD RECORDS

For Filing Officer Use
File No. _____
Date &
Hour

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform
Commercial Code
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) No. Street City State
(Last Name First) Trading as Crofton Country Club
1691 Limited Partnership, /c/o Crofton Country Club, P.O. Box 3405, Crofton, Md.
21114

Name of Secured Party or assignee No. Street City State
STATE NATIONAL BANK OF MARYLAND, 11616 ROCKVILLE PIKE, ROCKVILLE, Md. 20852

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

SEE EXHIBIT "B" attached hereto and hereby
incorporated by reference

KATZ, FROME AND SLAN, P.A.
ATTORNEYS AT LAW
10805 CONCORD STREET
KENSINGTON, MD 20895

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: (Fur-
nish general description of real estate and name of record owner.)

3. Part of the 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 block system is main-
tained, state house number and street, if there be any, or block reference.
SEE EXHIBIT "A" attached hereto and hereby incorporated by
reference

4. Proceeds of collateral are also covered: Products of collateral are also covered:

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not
subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland,
as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s) (Seal)
1691 Limited Partnership (Corporate, Trade or Firm Name)

BY: William D. Berkshire (SEAL) Signature of Secured Party or Assignee
WILLIAM D. BERKSHIRE, General Partner

(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

1300
50

ISSUED FEE 13.00
POSTAGE .50
RECORDED 115:57
DEC 4 85

The property known as CROFTON COUNTRY CLUB, Tax Map 4Z, Parcels 133, 134, 135, 138, 139 PT 201, Anne Arundel County, Maryland, also known as 1691 Limited Partnership, trading as Crofton Country Club, as more fully described in a Deed of Trust intended to be recorded immediately prior hereto and Deed recorded in Liber 3327 at Page 351, among the Land Records of Anne Arundel County, Maryland.

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles of personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, fittings, siding, pipe, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or for general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

Mail to

Lat, Arundel

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) Birchwood Yachts U.S.A., Inc. 4801 Massachusetts Avenue, N.W. Suite 400 Washington, DC 20016	2. Secured Party(ies) and address(es) First American Bank, NA 740 15th Street, N.W. Washington, DC 20005	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 1. Birchwood Motor Yacht Hull No. BIR37013J586 Engine/generator No. <u>N/A</u>		RECORD FEE 11.00 POSTAGE .50 #16706 C777 R01 T08:31 DEC 4 85 5. Assignee(s) of Secured Party and Address(es)

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

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

Filed with: County of Anne Arundel

~~Birchwood Yachts U.S.A., Inc.~~ First American Bank, NA
 By: Robert Calhoun Smith, Jr. Signature(s) of Debtor(s) By: Leslie A. Haig Signature(s) of Secured Party(ies)
 (1) Filing Officer Copy - Alphabetical Supervisor

STANDARD FORM - FORM UCC-1.

1985 DEC 4 AM 9:33
 COLLISION CLERK

Mailed to Secured Party

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)	2. Secured Party(ies) Name(s) and Address(es)	4. For Filing Officer: Date, Time, No. Filing Office	
J & P REALTY PARTNERSHIP DBA SOUTHDALE SQUARE JIFFY LUBE 248 Hereford Ct. Millerville, MD 21108	PENNZOIL PRODUCTS COMPANY 1630 West Olympic Blvd. Los Angeles, CA 90015	RECORD FEE 12.00 POSTAGE #16707 6777 R01 T08:40 DEC 4 85	
5. This Financing Statement covers the following types (or items) of property: The personal property, machinery, equipment and fixtures described in Exhibit "A", hereto attached, and all replacements thereof and substitutes therefor, presently located at the address of Debtor.		6. Assignee(s) of Secured Party and Address(es)	
<input type="checkbox"/> Products of the Collateral are also covered.		7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like including oil and gas is on. *(Describe Real Estate Below)	
8. Describe Real Estate Here	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records.	9. Name of a Record Owner	
No. & Street	Town or City	County	Section Block Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)			
<input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or			
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or			
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, 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 <i>Peter Henry J. Hudson</i> Signature(s) of Debtor(s)		<i>John Doe</i> 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

Mailed to Secured Party

EXHIBIT "A"
EQUIPMENT LIST

LIBER - 492 PAGE 243

1	UT33A 5 H.P. air compressor with mag. starter 208V - 3 Phase
4	225-852 5:1 stub pump assembly with accessories
1	226-942 Fast flow pump assembly with accessories
4	225-894 Reel assembly with accessories
2	225-897 Reel assembly with accessories
1	225-880 ATF dispenser with accessories
2	225-921 Reel assembly with accessories
1	225-014 supply pump with accessories

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 161 Supply Officer

Address Mahon Hall Tel Com Ops Div. Annapolis, MD 21402

2. SECURED PARTY

Name Master Lease Corporation

Address One Presidential BLVD. Bala Cynwyd, PA 19004

RECORD FEE 11.00
POSTAGE 50
#16709 C777 R01 T08:42
DEC 4 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)
Copier, Sorter & Handler as more fully defined in lease #85052454 (PB-1547) dated 9/17/85. This is for a lease and is filed for informational purposes only.

11/30

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

[Signature] BY
[Signature] AS ATTORNEY IN FACT

(Signature of Debtor)

Ed Hart, Director
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Larry Zaks, Administrative Manager
Type or Print Above Signature on Above Line

1965 DEC -4 AM 9:33
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)
Eccelstone Leasing, Ltd.
810 7th Avenue
New York, NY 10019

2. Secured Party(ies) and address(es)
Comdisco, Inc.
6400 Shafer Court
Rosemont, IL 60018

3. Maturity date (if any):

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

RECORD FEE 17.00
POSTAGE .50
#16709 C777 R01 T08:45
DEC 4 85

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

Purchase money security interest as granted pursuant to a security agreement dated 9/30/85, in and to debtor's right, title and interest in the electronic data processing equipment described and as more fully set forth on the schedules annexed hereto, and all substitutions and replacements, and all leases and agreements pertaining hereto.

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

"SECURITY AGREEMENT NOT SUBJECT TO RECORDATION TAX."

Anne Arundel County Recorder MD

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:

Eccelston LEASING, Inc.

Comdisco, Inc.

By: Howard J. May
Signature(s) of Debtor(s)

By: John J. Moran
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

RECORDED
1985 DEC -4 AM 9:34
CLERK

1700

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*****
-----CONTRACT-----
NUMBER 01-511858-00 START DATE 06/17/85 END DATE 06/30/88 PERIOD ULD OCEAN RD
01-511858-00 06/17/85 06/30/88 PO BOX 1537 MD 218010000SALISBURY
TERM-036 RENT START RENT END 06/17/85 06/30/88
OTR-3/85
INSTALL DATE 06/17/85 INVENTORY NUMBER 01-PIB948 -01-001-001
NEW/USED N
CODE TYPE FEATURES
IHM 3380 A04
SERIAL NUMBER 86328
LIST PRICE 77,680.00
SALE PRICE 48,161.60
LEASE TOTALS 77,680.00 48,161.60
*****
LESSEE NAME/ADDRESS
PERDUCE INC
21801 OCEAN RD
SALISBURY MD 218010000
FINANCED WITH
PHILADELPHIA NATL BANK
PO BOX 8500/5 1270
TRANS & EQUIP FIN PA 19101
EQUIPMENT LOCATION
PERDUCE INC
21801 OCEAN RD
SALISBURY MD 218010000

```

REPORT ID: L510300-2
 DATE RAN: 09/18/85
 TIME RAN: 19:30:07

CONTRACT DATE: 02/13/85
 CONTRACT NUMBER: 01-SL1714C-00
 TERM-049
 QTR-2/85

LESSEE NAME/ADDRESS: MERCEDES SAFF DEPOSIT
 MERCANTILE SAFE COMPANY
 6 TRUST COMPANY
 742 OLD HAMMOND'S FERRY
 LINTHICUM HTS MD 21090

EQUIPMENT LOCATION: MERCEDES SAFF DEPOSIT
 MERCANTILE SAFE COMPANY
 6 TRUST COMPANY
 742 OLD HAMMOND'S FERRY
 LINTHICUM HTS MD 21090

FINANCED WITH **
 ** UNKNOWN FINANCED WITH **

INVENTORY NUMBER: 002
 NEW/USED: U
 CODE: 1B1
 MACHINE TYPE: 3880
 FEATURES: 003

SERIAL NUMBER: 25360
 LIST PRICE: 60,270.00
 SALE PRICE: 39,175.50

LEASE TOTALS: 66,495.00
 4,046.25
 43,221.75

CONTRACT DATE: 02/13/85
 CONTRACT NUMBER: 01-SL1714C-00
 TERM-049
 QTR-2/85

LESSEE NAME/ADDRESS: MERCEDES SAFF DEPOSIT
 MERCANTILE SAFE COMPANY
 6 TRUST COMPANY
 742 OLD HAMMOND'S FERRY
 LINTHICUM HTS MD 21090

EQUIPMENT LOCATION: MERCEDES SAFF DEPOSIT
 MERCANTILE SAFE COMPANY
 6 TRUST COMPANY
 742 OLD HAMMOND'S FERRY
 LINTHICUM HTS MD 21090

FINANCED WITH **
 ** UNKNOWN FINANCED WITH **

INVENTORY NUMBER: 001
 NEW/USED: U
 CODE: 1B1
 MACHINE TYPE: 3880
 FEATURES: 003

SERIAL NUMBER: 25360
 LIST PRICE: 60,270.00
 SALE PRICE: 39,175.50

LIBER - 492 PAGE 247

CONTRACT----- LESSEE NAME/ADDRESS
 NUMBER START DATE END DATE STSC, INC
 01-SL1373-00 01/10/84 03/31/89 2115 E JEFFERSON ST
 TERM-063 RENT START RENT END ROCKVILLE MD 20852
 QTR-2/84 03/10/84 03/31/89
 EQUIPMENT LOCATION
 STSC, INC
 2115 E JEFFERSON
 ROCKVILLE MD 20852
 FINANCED WITH
 SHAMMUT BANK OF BOSTON
 EQP FIN/LEASING DEPT
 PO BOX 4218-9902
 BOSTON MA 02211

INSTALL DATE	INVENTORY NUMBER	NEW/USED	CODE	MACHINE TYPE	FEATURES	SERIAL NUMBER	LIST PRICE	SALE PRICE
01/10/84	01-P14101	N	1M	3880	003	21492	60,270.00	39,175.50
01/10/84		N			8170		6,225.00	4,046.25
01/10/84	01-P14181	N	1M	3380	AA4	45597	88,780.00	55,043.60
LEASE TOTALS							155,275.00	98,265.35

CONTRACT----- LESSEE NAME/ADDRESS
 NUMBER START DATE END DATE STSC, INC
 01-SL10527-00 10/17/83 12/31/88 2115 E JEFFERSON ST
 TERM-063 RENT START RENT END ROCKVILLE MD 20852
 QTR-1/84 10/17/83 12/31/88
 EQUIPMENT LOCATION
 STSC, INC
 2115 E JEFFERSON
 ROCKVILLE MD 20852
 FINANCED WITH
 SHAMMUT BANK OF BOSTON
 EQP FIN/LEASING DEPT
 PO BOX 4218-9902
 BOSTON MA 02211

INSTALL DATE	INVENTORY NUMBER	NEW/USED	CODE	MACHINE TYPE	FEATURES	SERIAL NUMBER	LIST PRICE	SALE PRICE
10/17/83	01-P13699	N	1M	3880	003	44597	60,270.00	39,175.50
LEASE TOTALS							60,270.00	39,175.50

Mailed to Secured Party

REPORT ID: LS10300-2
 DATE RAN: 09/18/85
 TIME RAN: 19:30:09
 CONTRACT----- LESSEE NAME/ADDRESS
 NUMBER START DATE END DATE STSC, INC
 01-SL10527-00 10/17/83 12/31/88 2115 E JEFFERSON ST
 TERM-063 RENT START RENT END ROCKVILLE MD 20852
 QTR-1/84 10/17/83 12/31/88
 EQUIPMENT LOCATION
 STSC, INC
 2115 E JEFFERSON
 ROCKVILLE MD 20852
 FINANCED WITH
 SHAMMUT BANK OF BOSTON
 EQP FIN/LEASING DEPT
 PO BOX 4218-9902
 BOSTON MA 02211

INSTALL DATE	INVENTORY NUMBER	NEW/USED	CODE	MACHINE TYPE	FEATURES	SERIAL NUMBER	LIST PRICE	SALE PRICE
10/17/83	01-P13699	N	1M	3380	AA4	20661	6,225.00	4,046.25
10/17/83		N			8170		88,780.00	55,043.60
10/17/83	01-P13699	N	1M	3380	804	53052	64,440.00	39,952.80
LEASE TOTALS							219,715.00	138,210.15

REPORT ID: LS10300-2
 DATE RAN: 09/18/85
 TIME RAN: 19:30:09
 CONTRACT----- LESSEE NAME/ADDRESS
 NUMBER START DATE END DATE STSC, INC
 01-SL14262-00 08/13/84 10/31/89 2115 E JEFFERSON ST
 TERM-063 RENT START RENT END ROCKVILLE MD 20852
 QTR-1/85 10/12/84 10/31/89
 EQUIPMENT LOCATION
 STSC, INC
 2115 E JEFFERSON
 ROCKVILLE MD 20852
 FINANCED WITH
 COMMERCIAL NATIONAL BANK
 4800 N WESTERN AVE
 ATTN: DAVID PRICE IL 60625
 CHICAGO

INSTALL DATE	INVENTORY NUMBER	NEW/USED	CODE	MACHINE TYPE	FEATURES	SERIAL NUMBER	LIST PRICE	SALE PRICE
08/13/84	01-P16112	N	1M	3380	804	66031	64,440.00	39,952.80
LEASE TOTALS							64,440.00	39,952.80

259463

LIBER - 492 PAGE 249

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: (For Filing Officer Only)

1 Debtor(s) (Last Name First) and address(es) JOHNS, JACKLIN V. PO BOX 1782 ANNAPOLIS, MD 21404	2 Secured Party(ies) and address(es) FORSYTH COUNTY BANK 106 W. Maple St., Box 707 Cumming, Georgia 30130	File Number: Time: Date: RECORD FEE 11.00 POSTAGE 50 #16714 0777 RM REC 108:50 Clerk of Superior Court. 11/10/85 3 Maturity date (if any):
Assignee of Secured Party (if any): (Name and address)		
Check box and complete where applicable: <input type="checkbox"/> Crops are covered. Land described in block 4. <input type="checkbox"/> Fixtures are covered. Land described in block 4. Is the record (owner) (lessee) of the land involved. <input type="checkbox"/> Proceeds are also covered. <input type="checkbox"/> Products are also covered. No of additional sheets presented:	4. This financing statement covers the following types (or items) of property. ROLEX PRESIDENTIAL WATCH ID# 66062523V5 REGISTRATION # 18038 1983 DEC -4 AM 9:34 E. J. COLLISON CLERK	
JACKLIN V. JOHNS By: <i>Jacklin V. Johns</i> Signature(s) of Debtor(s)	FORSYTH COUNTY BANK By: <i>David N. Dutton Sr. V.P.</i> Signature(s) of Secured Party (ies)	

1 Filing Officer Copy
 Uniform Commercial Code

Mailed to Secured Party

FINANCING STATEMENT

Identifying File No. _____

Purchase Money Security Interest

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ Not Applicable

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

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

1. DEBTOR (S)

Name JOSEPH M. SIPOCZ
Address 12151 MT. ALBERT CT., ELLICOTT CITY, MD. 21043

RECORD FEE 11.00
#16746 6777 R01 T09:39
DEC 4 85

2. SECURED PARTY

Name FARMERS & MERCHANTS BANK OF HAGERSTOWN
Address 59 West Washington Street, P.O. Box 919
Hagerstown, Maryland 21741

3. Maturity date of obligation (if any) _____

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

New 1986-50 Ft. Chris Craft Motor Yacht with Twin 500 H. P. Diesel Engines, Model 6V92TI, Boat Serial No. CCNYE137F586, Engine Numbers 6VF128451 and 6VF128456

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)

DEBTOR(S):

Joseph M. Sipocz
Joseph M. Sipocz
JOSEPH M. SIPOCZ

SECURED PARTY:

Farmers & Merchants Bank of Hagerstown
By: John C. Kelly
Title: Vice President

Mr. Clerk: Return to Farmers and Merchants Bank of Hagerstown
59 West Washington St., P.O. Box 919, Hagerstown, Maryland 21741

Mail to _____

11/80
RECORDED
1985 DEC -4 AM 9:49
E. AUBREY COLLISON
CLERK

259465

LIBER - 492 PAGE 251

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):	2. Secured Party(ies) Name(s) and Address(es)	4. For Filing Officer: Date, Time, No. Filing Office	
Dunyal, Inc. 1651 MD 3 N Granbrills, MD 21054	Security Pacific Business Finance, Inc. 10680 Treena Street San Diego, CA 92131	RECORD FEE 12.00 POSTAGE .50 #16750 C777 R01 T09:55 DEC 4 85	
5. This Financing Statement covers the following types (or items) of property:		6. Assignee(s) of Secured Party and Address(es)	
1 Quadboard w/Memory 1 Restaurant Accounting Package Lease #0110965 <input type="checkbox"/> Products of the Collateral are also covered.		7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. *(Describe Real Estate Below)	
8. Describe Real Estate Here:	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records:	9. Name of a Record Owner	
No. & Street	Town or City	County	Section Block Lot
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)			
<input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or			
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or			
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:			
<input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.			
Dunyal, Inc. By <u>John Kelly</u> Signature(s) of Debtor(s)		Security Pacific Finance, Inc. By <u>Luinda Rancama</u> 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			

1200
50

Mailed to Secured Party

259466

LIBER - 492 PAGE 252

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Whitmore Printing & Stationery Co., Inc.
Address: 1982 Moreland Parkway
Annapolis, MD 21401

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

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

RECORDED FEE 11.00
POSTAGE 1.50
#17565-0237 002 1/10/35
DEC 4 85

4. This Financing Statement covers the following types (or items) of property:
Heidelberg press, model SORMZ, serial #522-967; Polar paper cutter, model 115 EMC
serial #533-1454

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

Debtor(s):

George C. Shenk, Sr.
George Shenk, Sr., President

George Shenk, Jr.
George Shenk, Jr., Vice President

Secured Party:

Annapolis Banking & Trust Company
(Type Name of Dealership)

By *John M. Suit, II*
(Authorized Signature)

John M. Suit, II Senior Vice Pres.
(Type Name and Title)

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

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

Mail to _____

11-99-50

RECEIVED FOR RECORD
CLERK COUNTY
1965 DEC -4 AM 10:36
E. AUBREY COLLISON
CLERK

AH

37

chattel

259467

LIBER - 492 PAGE 253

December 3, 1985

The appropriate amount of documentary stamps are affixed to a Mortgage recorded or to be recorded among the Land Records of Baltimore City and Anne Arundel County and given as additional security in the same loan. Principal Amount: \$1,048,000, not subject to Recordation Tax.

FINANCING STATEMENT

1. DEBTOR: ADDRESS:
 St. Francis Housing Corporation 320 Cathedral Street
 Baltimore, MD 21202

2. SECURED PARTY
 United States of America Washington, D. C.
 acting by and through the
 Secretary of Housing and
 Urban Development

3. Maturity Date of Obligation: July 1, 2026

4. This Financing Statement covers:

(1) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, cabinets, refrigerating plants and refrigerators, whether mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, blinds and other furnishings, additions, substitutions, replacements thereto; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

RECORD FEE 37.00
 POSTAGE 1.50
 REC 4 85
 903 0777 R01 T15:24

RECEIVED FOR RECORD
 CLERK COURT, ANN. COUNTY
 1985 DEC -4 PM 3:26
 E. AUBREY COLLISON
 CLERK

37.00
80

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

5. The aforesaid items are included as security in a Mortgage of even date herewith given by Debtor to Mortgagee, and recorded or intended to be recorded among the Land Records of Baltimore City and Anne Arundel County for the indebtedness owed by the Debtor to United States of America acting by and through the Secretary of Housing and Urban Development and are deemed by said Mortgage to be a part of the hereinafter described real estate.

6. Proceeds of collateral are covered hereunder.

7. The real property is all that property which is known as St. Francis Housing located in Baltimore City and Anne Arundel County, Maryland, more particularly described in Exhibit "A", attached hereto and intended to be a part hereof.

DEBTOR:

ST. FRANCIS HOUSING
CORPORATION

By: Harold A. Smith
Harold A. Smith, Secretary

SECURED PARTY:

UNITED STATES OF
AMERICA,
acting by and
through the
Secretary of
Housing and
Urban Development

By: Stanley J. Reger
Authorized
Agent

9809

LIBER - 492 PAGE 255
EXHIBIT "A"

3400 Benson Avenue

8546-AD

August 8, 1985

DESCRIPTION OF A 0.983 ACRE
PARCEL OF LAND ON
BENSON AVENUE
"PARCEL 1"

BEGINNING for the Same at the point distant South $43^{\circ} 36' 50''$ West 841.17 feet from the intersection of the north side of Benson Avenue (50 feet wide) and the west side of Caton Avenue (80 feet wide) thence running with and binding on the north side of said Benson Avenue the three following courses and distances (1) South $43^{\circ} 36' 50''$ West 220.00 feet, (2) North $46^{\circ} 26' 00''$ West, (3) South $43^{\circ} 36' 50''$ West 53.13 feet, to intersect the east side of a 16 foot alley, thence running with and binding on the east side of said alley North $42^{\circ} 12' 10''$ West 200.00 feet, thence leaving said alley and running the five following courses and distances (1) North $43^{\circ} 36' 50''$ East 110.00 feet, (2) North $82^{\circ} 44' 27''$ East 73.01 feet, (3) South $58^{\circ} 12' 04''$ East 58.83 feet, (4) North $85^{\circ} 54' 52''$ East 98.25 feet, (5) South $55^{\circ} 32' 28''$ East 45.26 feet to the place of beginning. Containing 42,834 square feet or 0.983 acres more or less.



E. William Mercer
Registered Land Surveyor No. 5097

EXHIBIT "A"

Jumpers Hole Road

apr associates, inc.
surveyors-engineers

ALEXANDER P. RATYCH, PROF. L.S.

RICHARD J. TRUELOVE, P.E.

DESCRIPTION OF PROPERTY
TO BE CONVEYED BY KATHLEEN JESTER
TO BETHANY COMMUNITY, INC.
JUMPERS HOLE ROAD, THIRD DISTRICT,
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at an iron pipe now set on the Westerly right-of-way line of Jumpers Hole Road, 80 feet wide, as now widened and shown on Plat No. 2, D.P.W., Jumpers Hole Road, Phase III; said point of beginning ^{being} also situate at the beginning of a parcel of land which by Deed dated September 2, 1983, and recorded among the Land Records of Anne Arundel County in Liber 3635, page 168 was conveyed by Robert Ernest Jester and wife to Kathleen Jester; thence leaving Jumpers Hole Road and binding along the outlines of said parcel the following five courses and distances: 1) South 79 degrees 15 minutes 07 seconds West 577.29 feet to an iron pipe now set; 2) North 20 degrees 31 minutes 46 seconds West 302.34 feet; 3) North 76 degrees 30 minutes 01 seconds East 352.36 feet to an iron pipe found 4) South 20 degrees 39 minutes 52 seconds East 117.77 feet to an iron pipe set and 5) North 79 degrees 15 minutes 07 seconds East 235.66 feet to an iron pipe found on the Westerly right of way line of Jumpers Hole Road, thence binding thereon by a curve to the right having a radius of 2,251.83 feet for an arc length of 200.00 and a chord of South 16 degrees 42 minutes 29 seconds East 199.93 feet to the point of beginning; containing 3.555 acres more or less.

BEING all of the land which by the hereinmentioned Deed dated September 2, 1983 and recorded in Liber 3635, page 168 was conveyed by Robert Ernest Jester and

LIBER - 492 PAGE 257

-2-

DESCRIPTION OF PROPERTY
TO BE CONVEYED BY KATHLEEN JESTER
TO BETHANY COMMUNITY, INC.
JUMPERS HOLE ROAD, THIRD DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

wife to Kathleen Jester and being also Lot 8 on Subdivision Plat, "The Robert and Arlene Jester Property" recorded with said Deed.



7-10-1985

apr associates, inc.
surveyors-engineers

ALEXANDER P. RATYCH, PROF. L.S.

RICHARD J. TRUELOVE, P.E.

DESCRIPTION OF PROPERTY

MOUNTAIN ROAD, THIRD DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING FOR THE SAME at an iron pipe found on the Westerly side of 30 foot right-of-way leading from Mountain Road to the hereindescribed land and at the beginning of land which by Deed dated October 5, 1952, and recorded among the Land Records of Anne Arundel County in Liber 717, page 500, was conveyed by Edward A. Looper, Jr., and Beverly G. Looper, his wife to the Most Reverend Francis P. Keough, Roman Catholic Archbishop of Baltimore; thence leaving said point of beginning and binding along a part of the first line of said deed and along the Westerly side of said 30 foot right-of-way, referring all courses to the True Meridian as established for the Anne Arundel County Planning and Zoning Commission, South 04 degrees 57 minutes 56 seconds West 692.67 feet; thence leaving the outlines and running for new lines of division through the lands of the Grantor the following four courses and distances: 1) North 54 degrees 15 minutes 20 seconds West 232.75 feet 2) North 04 degrees 57 minutes 56 seconds East 470.00 feet 3) North 63 degrees 15 minutes 09 seconds East 117.53 feet and 4) North 04 degrees 57 minutes 56 seconds East 40.00 feet to intersect the last line of the beforementioned deed; thence binding thereon South 86 degrees 03 minutes 21 seconds East 100.00 feet to the point of beginning; containing 2.7376 acres more or less.

DESCRIPTION OF PROPERTY

MOUNTAIN ROAD, THIRD DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND
PAGE 2

SUBJECT, however, to a 40 foot right-of-way for ingress and egress to be used in common with the Grantors; said right-of-way being within the following metes and bounds; Beginning for the same at the beginning of the above described parcel and thence running along a part of the first line of said parcel South 04 degrees 57 minutes 56 seconds West 40.00 feet; thence running North 86 degrees 03 minutes 21 seconds West 100.00 feet to the beginning of the fifth line of the above described parcel; thence binding along the fifth and the last lines of said parcel North 04 degrees 57 minutes 56 seconds East 40.00 feet and South 86 degrees 03 minutes 21 seconds East 100.00 feet to the point of beginning.

TOGETHER with the use in common with others of two 30 foot wide right-of-ways leading from Mountain Road to the hereindescribed parcel as described in the Deed and Boundary Agreement by and between the Lakeshore Baptist Church, Wilson K. Barnes and Union Trust Company, Personal Representatives of the Estate of Edward A. Loper, Jr. and the Most Reverend William D. Borders, dated November 21, 1977, and recorded in Liber 3028, page 153 and also shown on the plat recorded with the above mentioned Deed and Boundary Agreement.

BEGINNING FOR THE FIRST at a railroad spike now set on the Southerly side of Mountain Road (Maryland Route 177) and on the agreed upon boundary line between the lands in the Estate of

DESCRIPTION OF PROPERTY

MOUNTAIN ROAD, THIRD DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND
PAGE 3

Westerly outline of the lands of Lake Shore Baptist Church and then along the Westerly outline of Boulevard Park as shown on the plat recorded in Liber 3028, page 162 the following two courses and distances: 1) South 02 degrees 09 minutes 54 seconds East 402.74 feet to a railroad spike now set and 2) South 04 degrees 57 minutes 56 seconds West 792.67 feet to an iron pipe found in line with the second line of the above described 10 acres tract; thence running North 86 degrees 03 minutes 21 seconds West 30.04 feet to an iron pipe found at the beginning of said second line; thence binding reversely along the first line of said 10 acres tract North 04 degrees 57 minutes 56 seconds East 762.67 feet to the point of beginning of said 10 acres tract; thence continuing the same course North 04 degrees 57 minutes 56 seconds East 28.94 feet to an iron pipe set; thence running North 02 degrees 09 minutes 54 seconds West 403.79 feet to a railroad spike now set on the Southerly side of Mountain Road; thence binding along the Southerly side of Mountain Road South 86 degrees 05 minutes 34 seconds East 30.17 feet to the point of beginning; containing 35.890 square feet or 0.82 acres more or less.

BEGINNING FOR THE SECOND at a railroad spike on the Southerly side of Mountain Road and at the beginning of the firstly hereindescribed 30 feet right-of-way; thence running along the Southerly side on Mountain Road South 86 degrees 05 minutes 34 seconds East 30.17 feet; thence leaving Mountain Road and running parallel and 30 feet distant from the first and second lines of

DESCRIPTION OF PROPERTY

MOUNTAIN ROAD, THIRD DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND
PAGE 4

said firstly described 30 foot right-of-way South 02 degrees 09 minutes 54 seconds East 401.71 feet and South 04 degrees 57 minutes 56 seconds West 61.57 feet; thence running North 85 degrees 02 minutes 04 seconds West 30.00 feet to intersect the second line of the firstly described 30 foot right-of-way; thence binding reversely along a part of the second and all of the first lines of said right-of-way North 04 degrees 57 minutes 56 seconds East 59.99 feet and North 02 degrees 09 minutes 54 seconds West 402.74 feet to the point of beginning; containing 0.3189 acres more or less.

October 28, 1985



Mail to Cambridge Title Co.

FINANCING STATEMENT

259468

(Not To Be Recorded in Land Records)

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

- 1. DEBTOR AND ADDRESS: SINCALTOM ASSOCIATES, a General Partnership
1050 Crain Highway South
Gambrills, MD 21054
- 2. SECURED PARTY AND ADDRESS: ENTERPRISE BANK CORPORATION
7787 Leesburg Pike
Falls Church, VA 22043

3. This Financing Statement covers the following types of personal property situated or located at the above-listed addresses of Debtor: (1) all furniture, fixtures, equipment, machinery, now owned or hereafter acquired; (2) ~~inventory~~ ^{inventory}, now owned and hereafter acquired; and (3) accounts receivable now existent or hereafter created.

- 4. The proceeds of collateral are covered.
- 5. The products of collateral are covered.

DEBTORS:	SECURED PARTY;
SINCALTOM ASSOCIATES	ENTERPRISE BANK CORPORATION
By <u>David W. Callahan</u> David W. Callahan General Partner	By <u>Elizabeth R. Wilson</u> Elizabeth R. Wilson Senior Vice President

PLEASE RETURN TO: David W. Ralston, Esq.
11718 Bowman Green Drive
Reston, Virginia 22090

Mail to _____

13.00
.50
#18522 0345 R01 T094.3
DEC 3 85

1965 DEC -5 AM 9:57
E. AUBREY COLLISON
CLERK

13.00
S

AH

FINANCING STATEMENT

(Not To Be Recorded in Land Records)

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

- 1. DEBTOR AND ADDRESS: AG/KL, Inc.
1050 Crain Highway South
Gambrills, MD 21054
- 2. SECURED PARTY AND ADDRESS: ENTERPRISE BANK CORPORATION
7787 Leesburg Pike
Falls Church, VA 22043
- 3. This Financing Statement covers the following types of personal property situated or located at the above-listed addresses of Debtor: (1) all furniture, fixtures, equipment, machinery, now owned or hereafter acquired; (2) all inventory, now owned and hereafter acquired; and (3) accounts receivable now existent or hereafter created.
- 4. The proceeds of collateral are covered.
- 5. The products of collateral are covered.

DEBTORS:

AG/KL, INC.

By David W. Callahan
David W. Callahan
President

SECURED PARTY;

ENTERPRISE BANK CORPORATION

By Elizabeth R. Wilson
Elizabeth R. Wilson
Senior Vice President

PLEASE RETURN TO: David W. Ralston, Esq.
11718 Bowman Green Drive
Reston, Virginia 22090

Mail to _____

11.00
#16953 0345 801 70R43
DEC 5 85

1865 DEC -5 AM 9:57
AUBREY COLLISON
CLERK

259472

FINANCING STATEMENT

This financing statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

LEONARD'S MOVERS, CORP.
201 St. Andrew Road
Severna Park, Maryland 21146

2. NAME AND ADDRESS OF SECURED PARTY:

DEVELOPMENT CREDIT FUND, INC.
1925 Eutaw Place
Baltimore, Maryland 21217

3. This Financing Statement covers all:

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 secured party and all proceeds thereof in any form whatsoever.

Inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, 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.

Present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, licenses, 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.

Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

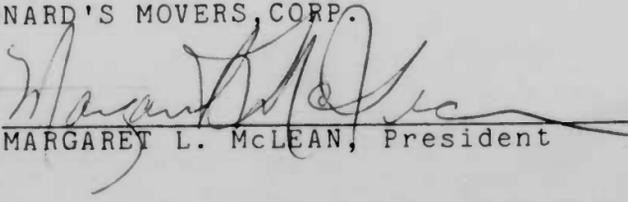
Together with all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to such Collateral.

4. This transaction is NOT exempt from the recordation tax. Principal amount of the Debt is \$100,000.00.

RECORDATION TAX PAID TO THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY.

DEBTOR:

LEONARD'S MOVERS, CORP.

BY: 
MARGARET L. McLEAN, President

AFTER RECORDATION RETURN TO: Development Credit Fund, Inc.
1925 Eutaw Place
Baltimore, Maryland 21217

Mail to _____

1100
70000
50

RECORD FEE 11.00
RECORD TAX 70.00
POSTAGE 50
DEC 5 1985
RECORD TAX 630.00
DEC 5 1985

1985 DEC -5 PM 1:42
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

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

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

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

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. A True Lease Not

1. DEBTOR Lessee Intended As Security

Name HISTORIC INNS OF ANNAPOLIS T/A THE MARYLAND INN

Address CHURCH CIRCLE, ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY Lessor

Name NELCO CORPORATION

Address P.O. BOX 537, LAUREL, MARYLAND 20707

Return To: FCA, P.O. Box 508, Balto., 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)

- 1 MODEL C61HWP ICE-O-MATIC ICE MACHINE
SERIAL NO. I513-02447W
- 1 MODEL MF750WP ICE-O-MATIC ICE MACHINE
SERIAL NO. E532-00137W

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)

HISTORIC INNS OF ANNAPOLIS
(Corporate or Trade Name)

Bruce Golder
(Signature of Debtor)

BRUCE GOLDER
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

NELCO CORPORATION

Howard E. Nelson, Pres.
(Signature of Secured Party)

HOWARD E. NELSON

Type or Print Above Signature on Above Line

Mailed to Secured Party

1985 DEC -5 PM 1:42
E. AULICKY COLLISON
CLERK

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

1. Debtor(s) (Last Name First) and address(es) Richard Ernest Pierson Robin E. Pierson 294 Princes La. Harwood, Md. 20776 Bruce Pierson 10300 Rodney Ct., Fairfax, Va. 22032	2. Secured Party(ies) and address(es) 1st American Bank of Virginia 1970 Chain Bridge Rd. McLean, Va. 22101	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 11
4. This financing statement covers the following types (or items) of property: 1984 Wellcraft Boat #230NOVAXL This is an Amendment to the original F/S -recorded 10-14-83 Trailer #66MT4600 is to be released		5. Assignee(s) of Secured Party and Address(es) #1101P-0777 101 115123 DEC 5 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: County of Anne Arundel, Clerk of Circuit court

X Robin E. Pierson 11-7-85
Richard Ernest Pierson 11-7-85

By: Bruce Pierson 11/7/85
 Signature(s) of Debtor(s)

1st American Bank of Virginia
 By: Barbara S. Just
 Signature(s) of Secured Party(ies)

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

Mailed to Secured Party

mp

RECEIVED
 COUNTY CLERK
 1985 DEC -5 PM 1:42
 E. AUBREY COLLISON
 CLERK

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)

H. M. Wagner & Sons
200G Penrod Court
Glen Burnie, Maryland 21061
19-02 85-10 14

2 Secured Party(ies) and address(es)

Dependable Acceptance Co.
P O Box 13150
Columbus, Ohio 43213

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

RECORDED
INDEXED
FEB 13 1965
CITY OF BALTIMORE

4 This financing statement covers the following types (or items) of property: (See instruction #5 above.)

5-Water Coolers

#4492

MP
1965 DEC -5 PM 1:42
AUBREY COLLISON
CLERK

Check if applicable: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets printed:
 This financing statement is to be filed in the real estate records

Filed with:

This instrument prepared by

By: *H. M. Wagner*
Signature(s) of Debtor(s)

By: *G. E. Shaw*
Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical This form of financing statement is approved by the Secretary of State.

SECURITY AGREEMENT

LIBER - 492 PAGE 268

Anne August 30, 1985 #4492
Arundel Date

H.M. WAGNER & SONS, 2004 PENROD CT., GLEN BURNIE, MD 21061
(Name) (No. and Street) (City or Town) (County) (State)

(hereinafter called Purchaser), for valuable consideration, receipt of which is hereby acknowledged, does hereby purchase from and does hereby grant to

VISA, INC., 509 SHARPTOWN RD., BRIDGEPORT, N.J. 08016
(Name) (No. and Street) (City or Town) (County) (State)

(hereinafter called the Seller), a security interest in the following described property and any and all accessions thereto (hereinafter called the Collateral) for the total price and upon and subject to the terms stated below:

DESCRIPTION OF COLLATERAL: 5-Water Coolers
8515075-694, 777, 775, 8443226415
852211693

ITEMS MAKING UP TOTAL OBLIGATION

1. Cash Price of Collateral	\$ 2782.50
2. Sales Tax if applicable	\$
3. Documentary Service Charge	\$ 10.00
4. Total Cash Price (sum of 1, 2, and 3)	\$ 2792.50
5. Less Down Payment \$ <u>0</u> Cash \$ <u>0</u>	
Trade-In \$	\$ <u>0</u>
6. Unpaid Balance of Cash Price (4 less 5)	\$ 2792.50
7. Cost of Insurance	\$
8. Principal Balance (sum of 6 and 7)	\$ 2792.50
9. Finance and Service Charge	\$ 1224.30
10. Time Balance—Amount of Note (sum of 8 and 9)	\$ 4016.80

Time balance payable in 48 consecutive monthly installments of \$ 83.68 each and one for the remaining balance, to be paid on the 21st day of each month commencing on September 19, 85 until said total indebtedness shall have been paid.

THE CONDITIONS OF THIS SECURITY AGREEMENT ARE SUCH that Purchaser has executed and delivered to Seller his (its) certain promissory note of even date herewith, hereinafter referred to as the "Note", in the principal amount equal to the Time Balance shown above and payable as set forth above, and any Purchaser of said Note shall take the same free from any defense thereto and/or claims, demands and setoffs of Purchaser against Seller, NOW, THEREFORE:

If the obligation hereby secured, or any part thereof, is not paid at the maturity hereof, whether such maturity be caused by lapse of time or by acceleration, such entire obligation or the part thereof which has matured, as the case may be, shall thereafter draw straight interest at the rate of 8% per annum until paid; or at the option of the Seller, the Seller may collect and receive, and the Purchaser agrees to pay, a late charge calculated at the rate of 5¢ for each dollar of any monthly installment, shown above which is not paid on or before ten days after the due date thereof, but in no event shall the amount of such late charge for any one defaulted installment exceed \$3.00, which late charge, if imposed and collected by the Seller, shall be in lieu of such 8% straight interest on the applicable installment.

Purchaser warrants and covenants that: 2004 PENROD CT., GLEN BURNIE, MD, 21061
1. The Collateral will be kept at (Street) (City) (County) (State)

Purchaser will notify Seller of any change in location of the Collateral and will not remove the Collateral from the above state without the written consent of Seller. The Seller may examine and inspect the Collateral at any time, wherever located.

2. The Collateral is or is to be used primarily in business use.

3. Purchaser's principal place of business is located at: MARYLAND (State)

Purchaser maintains additional places of business as follows: (If none, so indicate) NONE

4. If Purchaser maintains no place of business, Purchaser's residence is as above.

5. The Collateral, which is not normally used in more than one state, is personal property and will always remain such, regardless of the manner in which the same may be installed and attached to pipes or plumbing. If Seller deems it necessary, Purchaser will obtain an agreement to similar effect from the owner or lessee of each parcel of real estate where the Collateral may, from time to time, be located.

THIS AGREEMENT IS SUBJECT TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE HEREOF, THE SAME BEING INCORPORATED HEREIN BY REFERENCE.

NOTICE TO PURCHASER AND ACKNOWLEDGMENT OF RECEIPT OF COPY HEREOF:

- (1) Do not sign this Agreement before you read it or if it contains any blank spaces.
- (2) You are entitled to a completely filled in copy of this Agreement, and receipt of such a copy is hereby acknowledged.
- (3) Under the law, you have the right to pay off in advance the full amount due and under certain conditions to obtain a partial refund of the above finance and service charge.

William A. Schoenbarin
Authorized Signature

Signature (Sign full name in ink. Do not print)
H.M. WAGNER & SONS 2004 PENROD CT
GLEN BURNIE, MD 21061

This instrument was prepared by William A. Schoenbarin
Name

Rodney Clay Fowler
Purchaser

Purchaser further warrants and covenants:

- 6. The statements and representations made by the Purchaser herein and signed by Purchaser are true. Purchaser will immediately notify Seller or assignee in writing of any change in or discontinuance of Purchaser's place of residence or place of business whichever is or are set forth in said statement.
- 7. No financing statement covering the Collateral is on file in any public office, and at request of Seller, Purchaser will join with Seller in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to Seller and will pay the cost of filing the same in all public offices wherever filing is deemed necessary or desirable by Seller.
- 8. Purchaser will not sell or offer to sell or otherwise transfer or encumber the Collateral or any interest therein without written consent of Seller; will keep the Collateral in good order and repair and will not waste or destroy the Collateral.
- 9. Purchaser admits, upon examination, that the Collateral is as represented by Seller and acknowledges acceptance and delivery thereof complete with attachments and equipment in good condition and repair. Seller may examine and inspect the Collateral at any time, wherever located.
- 10. Seller may correct patent errors herein and in the note.
- 11. Any notice to Purchaser shall be sufficiently given when mailed to Purchaser's address stated above.
- 12. Purchaser will keep the Collateral insured at all times against loss by fire and/or other hazards concerning which, in the judgment of the Seller, insurance protection is reasonably necessary, in a company or companies satisfactory to the Seller and in amounts sufficient to protect Seller against loss or damage to said Collateral, that such policy or policies of insurance will be delivered to the Seller, together with loss payable clauses in favor of the Seller as its interest may appear, in form satisfactory to the Seller.
- 13. Upon the happening of any of the following events or conditions, namely: (I) default in the payment or performance of any of the Obligations or of any covenant or liability contained or referred to herein or in any note evidencing any of the Obligations; (II) any warranty, representation or statement made or furnished to Seller by or on behalf of Purchaser in connection with this agreement or to induce Seller to make a loan to Purchaser proving to have been false in any material respect when made or furnished; (III) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (IV) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Purchaser or any guarantor or surety for Purchaser; thereupon, or at any time thereafter (such default not having previously been cured); (V) or if Seller deems itself insecure, Seller at its option may declare all of the Obligations to be immediately due and payable and shall then have the remedies of a seller under the law, including, without limitation thereto, the right to take possession of the Collateral, and for that purpose Seller may, so far as Purchaser can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and remove the same therefrom. Seller may require Purchaser to make the Collateral available to Seller at a place to be designated by Seller which is reasonably convenient to both parties. Seller will give Purchaser at least five days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made, and at any such public or private sale Seller may purchase the Collateral.
- 14. This agreement and the security interest in the Collateral created hereby shall terminate when the Obligations have been paid in full. No waiver by Seller of any default shall be effective unless in writing nor operate as a waiver of any other default or of the same default on a future occasion. Seller is authorized to fill in any blank spaces herein and to date this agreement appropriately. All rights of Seller hereunder shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Seller; and all obligations of Purchaser shall bind the heirs, executors, administrators, successors and assigns of Purchaser. If there be more than one Purchaser, their obligations hereunder shall be joint and several.
- 15. The Seller and Purchaser acknowledge that the subject matter of this Security Agreement bears a reasonable relation to the State of Ohio and agree that the laws of Ohio will govern their rights and duties hereunder and that all provisions of this Security Agreement will be interpreted under the laws of Ohio, to the exclusion of conflicts of laws provisions.
- 16. It is understood and agreed that this instrument and the promissory note executed herewith may be assigned to a third party. Upon notice of such assignment, Purchaser agrees to make all payments at the office of the named assignee and Purchaser acknowledges that Seller is not an agent of such assignee for any purpose. Purchaser hereby agrees that such assignment shall be free of any and all defenses which Purchaser may have against Seller and Purchaser agrees to settle all claims against Seller directly with Seller and not to set up any such claim in any action brought by assignee.
- 17. This Security Agreement contains the entire agreement between the parties, and no oral agreement shall be binding.

ASSIGNMENT AND WARRANTY

For value received, the undersigned does hereby sell, assign, transfer, and set over unto **DEPENDABLE ACCEPTANCE CO.,** its successors and assigns, all of its right, title and interest in and to the within security agreement, the amounts due and to become due thereunder and to the Collateral therein described, hereby granting full power to the said assignee, either in the assignee's own name or in the name of the undersigned, to take all such legal or other proceedings as the undersigned might have taken except for this assignment.

The undersigned warrants that the within instrument and the note secured thereby are genuine and in all respects what they purport to be; that all statements contained therein are true; that the within security interest is the first and best lien upon the Collateral described therein; that there are no defenses, counterclaims, or set-offs thereto that all parties to the foregoing instrument have capacity to contract, and that the undersigned has no knowledge of any facts which impair the validity or value of either the said note or the within security agreement.

The undersigned warrants that the said note and security agreement arise out of a bona fide sale made in compliance with the law from the undersigned to the Purchaser named in the agreement for the amount therein, the Collateral described therein has been accepted by the Purchaser, that the down payment was made by the Purchaser in cash, unless otherwise specifically stated in the agreement, and that the cash payment indicated in said agreement has been received and/or that the allowance given for the trade-in is in the amount stipulated in the agreement.

Dated this 30th Day of August, 1985

Mailed to Secured Party

By VSA, Inc.

Authorized Signature

William Schoeberlein

FINANCING STATEMENT

(To Be Used Where The Collateral Is Fixtures)

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

1. DEBTOR: Boca Construction, Inc.
(Name or Names—Last Name First)
2 Evergreen Drive, Severna Park, Maryland 21146
(Address)

2. SECURED PARTY: Eastern Savings Associatio
(Name or Names)
30 East Padonia Rd. Timonium, Md. 21093
(Address)

3. ASSIGNEE (If any)
OF SECURED PARTY: _____
(Name or Names)

(Address)

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

SEE EXHIBIT "B"

5. The land upon which the above described collateral is or is to be located is described as follows:

SEE EXHIBIT "A"

RECORD FEE 13.00
POSTAGE .50
HUBBARD (237) 802 11419
DEC 5 85

(If additional sheets are attached hereto, state number thereof: 2)

6. Proceeds of collateral are covered hereunder: YES NO

7. This transaction (is) (~~is not~~) exempt from the Recordation Tax.

8. The principal amount of the debt initially incurred is: \$70,000.00 of which \$16,000.00
is Purchase money recordation tax paid to Clerk of the Circuit
Court of Anne Arundel County, Maryland

9. Filed with: Financing Statement records, Anne Arundel County Maryland

10. RETURN TO: David C. Daneker, Esquire, Semmes, Bowen & Semmes,
10 Light St. Baltimore, Md. 21202 Dated this November 29, 1985
day of _____

DEBTOR:

Boca Construction, Inc.

By:

Thomas M. Carolan

(Title)

Thomas M. Carolan
President

FOR FILING OFFICER USE

File No. _____ Date and Hour of Filing _____
Record Reference _____

UCC-1

13.00
50

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 DEC -5 PM 2:28

E. AUBREY COLLISON
CLERK

MP

LIBER - 492 PAGE 271

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot No. 12, Block FFF, as shown on the Plat entitled "Plat 7, Cape St. Claire", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 22, folio 2.

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 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. \$ 110,000.00

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

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

1. DEBTOR

Name M. and R. Corporation
Address 7845 Oakwood Road, Glen Burnie, Maryland 21061

RECORD FEE 12.00
RECORD TAX 770.00
POSTAGE .50
#17089 C777 R01 T08:52
DEC 6 85

2. SECURED PARTY

Name United Bank and Trust Company of Maryland
Address 9420 Pennsylvania Avenue, Upper Marlboro, Maryland 20772

ATTN: D. Myers

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 consisting of all machinery, equipment, furniture and fixtures, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith. All inventory, raw materials, work in process and supplies now owned or hereafter acquired and proceeds thereof.

All accounts receivable now existent or hereafter created.

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)

M. and R. Corporation
Matthew G. Shimoda
(Signature of Debtor)

Matthew G. Shimoda
Type or Print Above Signature on Above Line

Irwin L. Samson
(Signature of Debtor)

Irwin L. Samson
Type or Print Above Signature on Above Line

UNITED BANK AND TRUST COMPANY OF MARYLAND

William C. Pope
(Signature of Secured Party)

William C. Pope
Type or Print Above Name on Above Line

Mail to United BK & Trust Co of Md

1985 DEC - AM 9:14
M. E. AUBREY COLLISON
CLEAR

FINANCING STATEMENT FORM UC 21

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 11-11-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Garry L. & Linda P. Brown
Address 536 Raintree Drive, Jonesboro, GA 30236

RECORD FEE 12.00
POSTAGE .50
#17102 C777 R01 TOP:13
DEC 6 85

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second St.

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)

1959 41' Concordia Yawl Wood Hull #5470
1960 Gray Marine Gas 63HP Engine #4-162

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

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

(If 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)

Garry L. Brown
(Signature of Debtor)

Garry L. Brown
Type or Print Above Name on Above Line

Linda P. Brown
(Signature of Debtor)

Linda P. Brown
Type or Print Above Signature on Above Line

[Signature] AGENT
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Mail to First Commercial Corp

Anne Arundel Co

1985 DEC -6 AM 9:15

MPF AUBREY COLLISON
BLEEK

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 Gunther's Leasing Transport, Inc.

Address 8350 Capel Drive, Pasadena, MD 21122

RECORD FEE 17.00
POSTAGE .50

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales

#17103 C777 R01 T09:14
DEC 6 85

Address 8540 Pulaski Highway, Baltimore, MD 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) _____

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

Assignee of the Secured Party

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gunther's Leasing Transport, Inc.

Mark Gunther Pres.
(Signature of Debtor)

Mark Gunther, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Chesapeake Ford Truck Sales, Inc. T/A
Chesapeake Truck Sales

Richard W. Schaub
(Signature of Secured Party)

Richard Schaub, Sec/Treas.

Type or Print Above Signature on Above Line

RECEIVED
ANNE ARUNDEL COUNTY
1985 DEC -6 AM 9:15
E. AUBREY COLLISON
CLERK

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated November 27, 1985

between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales, as Seller/Lessor/Mortgagee
and Gunther's Leasing Transport, Inc., 8350 Capel Drive, Pasadena, MD 21122
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 84,373.92

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 27th day of November, 19 85

Chesapeake Ford Truck Sales, Inc. T/A
Chesapeake Truck Sales (SEAL)
(Seller/Lessor/Mortgagee)

By *Proctor W. Schmal*

(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.)

Chesapeake Ford Truck Sales, CONDITIONAL SALE CONTRACT NOTE

TO: inc. T/A Chesapeake Truck Sales ("Seller") FROM: Gunther's Leasing Transport, Inc. ("Buyer")

8540 Pulaski Highway, Baltimore, MD 21237 (Address of Seller) 8350 Capel Drive, Pasadena, MD 21122 (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

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

One (1) 1986 Ford Model LTL9000 Tandem Axle Tractor, S/N 1FDYA-92X7GVA14128

(1) TIME SALES PRICE	\$ 92,873.92
(2) Less DOWN PAYMENT IN CASH	\$ 8,500.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	-0-
(4) CONTRACT PRICE (Time Balance)	\$ 84,373.92

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8350 Capel Drive, Pasadena, MD 21122

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty four thousand three hundred seventy three and 92/100***** Dollars (\$ 84,373.92)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of January, 19 86, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,757.79 and the final installment being in the amount of \$ 1,757.79

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: November 27, 19 85
Chesapeake Ford Truck Sales, Inc. T/A

Accepted Chesapeake Truck Sales (SEAL)
(Print Name of Seller Here)

Gunther's Leasing Transport, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: [Signature]

By: [Signature] Pres.
Co-Buyer-Maker:

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

(Print Name of Co-Buyer-Maker Here)

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

By: _____

This instrument prepared by _____

By: _____ (Witness) (Signature: Title of Officer, "Partner" or "Proprietor")

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 taking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(Guarantor-Endorser) (L.S.) _____(Guarantor-Endorser) (L.S.)
_____(Guarantor-Endorser) (L.S.) _____(Guarantor-Endorser) (L.S.)

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 acts 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 use and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of _____

Mail to Credit Alliance Corp.

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 Bay Trucking, Inc.
Address P.O. Box 438, Route 3, Millersville, Maryland 21108

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)

RECORD FEE 13.00
POSTAGE .50
#17105 C777 R01 T09:18
DEC 6 85

"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 be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bay Trucking, Inc.
Clifton R. Raines
(Signature of Debtor)

CLIFTON R. RAINEY President Credit Alliance Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Philip D. Cooper
(Signature of Secured Party)

Philip D. Cooper Vice President
Type or Print Above Signature on Above Line

RECORDED
1985 DEC -6 AM 9:47
E. AUBREY COLLISON
CLERK

13⁰⁰
58

TRANSFER AND ASSUMPTION AGREEMENT

CREDIT ALLIANCE CORPORATION
P.O. Box 1680
Glen Burnie, Maryland 21061

Date: November 25, 1985
Account # 8-561W-C-02-01434-8

Gentlemen: Frank K. Meidenbauer (hereinafter referred to as "Transferor") has heretofore acquired from Washington Freightliner, Inc. (hereinafter referred to as "Dealer") the following described property (hereinafter referred to as the "Property"):
One (1) 1980 White Western Star Conventional Sleeper Tractor, Model 4964-2WS,
S/N. KPNCR1903594

subject to one or more security agreements, conditional sale contracts, instalment sales contracts, chattel leases or chattel mortgages (hereinafter collectively referred to as the "Contract") dated November 19, 1984, said Contract being in the stated sum of \$ 37,299.24 and accompanied by Transferor's promissory note or notes of even date therewith (hereinafter referred to as "Note"). The said Contract has been assigned and the Note has been assigned by Dealer to CREDIT ALLIANCE CORPORATION which is now the holder thereof in due course (and which is hereinafter referred to as "Holder").

The unpaid balance on the Contract is \$ 29,010.52, which shall be payable in twenty-seven (27) consecutive monthly instalments of \$ 1,036.09 each plus one final instalment of \$ 1,036.09 the first instalment being due September 7, 1985.

Transferor desires to effectuate the sale and transfer of Transferor's equity in the Contract and the Property to Bay Trucking, Inc. residing at, or if a corporation, having its principal place of business as shown by its certificate of incorporation at P.O. Box 438, Route 3, Millersville, MD 21108 (hereinafter referred to as "Transferee"). Pursuant to the requirements of the Contract, Transferor and Transferee desire to procure the consent of Holder to said sale and transfer to Transferee of Transferor's right, title, interest and equity in and with respect to the Property.

Accordingly, and for good and valuable consideration, the receipt of which is hereby acknowledged, Transferor hereby and by these presents does grant and convey unto Transferee, his or its heirs, executors, administrators and assigns, all of Transferor's right, title and interest in and to the Property, to have and to hold the same unto Transferee, his or its heirs, executors, administrators and assigns forever, subject, however, to the Contract and all of the terms, conditions and provisions thereof, and upon the condition that the appended Form of Consent to such sale is executed by Holder.

To induce Holder to execute and deliver the appended Form of Consent to such sale and in consideration of its so doing, Transferor and Transferee hereby promise and bind themselves jointly and severally to pay the sum remaining unpaid as above stated with any interest to Holder, its successors and assigns. Transferee hereby unconditionally assumes, becomes a party to and agrees to perform and pay the Contract and Note, as though Transferee were to all intents and purposes the purchaser or lessee named in the Contract and the maker of the Note. Transferee agrees not to assert against Holder any defense, setoff, recoupment claim or counterclaim which he or it might have against Transferor arising from the aforesaid sale or otherwise. Transferor is in no way released from the Contract and Note but shall remain and continue fully liable thereon until the full performance and payment thereof, notwithstanding any agreements, extensions, compromises or arrangements whatsoever which may be made by Holder with Transferee or any other party thereto. Transferor and Transferee both acknowledge and agree that Transferee has acquired the Property, subject to the interest of Holder in same, and that Transferor, pursuant to the Contract, granted a security interest in all equipment, inventory and goods, which shall continue in full force and effect in same until payment in full of all obligations of Transferee and Transferor to Holder, and to further secure payment of its obligations, Transferee grants to Holder a security interest in all equipment, inventory, goods and property of every kind now owned and/or hereafter acquired by Transferee. The Property is now located at Route 3, Millersville, Maryland 21108 and will be kept at Route 3, Millersville, Maryland 21108

Attest: Frank K. Meidenbauer
Signature of Transferor

By: [Signature] (Title)

Attest: Bay Trucking, Inc.
Signature of Transferee

By: [Signature] (Title)

The undersigned, the Dealer mentioned in the above agreement, hereby approves the foregoing, and requests CREDIT ALLIANCE CORPORATION to consent thereto.
Washington Freightliner, Inc.
(Dealer)

Attest: [Signature]

CONSENT BY HOLDER

Upon the terms, conditions and provisions of the foregoing agreement and in reliance thereon, the Holder therein mentioned hereby consents to the sale by Transferor to Transferee of all of Transferor's right, title and interest in and to the Property.

CREDIT ALLIANCE CORPORATION
By: [Signature] Philip D. Cooper, Vice President

Form CA-L-13

See reverse side for signature of additional parties consenting to the above agreement.

The undersigned hereby approves the foregoing and requests Credit Alliance Corporation to consent thereto.

Betty G. Meidenbauer
Betty G. Meidenbauer

Mail to Credit Alliance Corp

259434

LIDER - 492 PAGE 282

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) Walter W. Higdon d/b/a Charlie's Machine Shop 320 Wicklow Road Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) Cap-Co Leasing Company 1430 N. Meacham Rd. Schaumburg, IL 60195	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #17110 C777 R01 T09:27 DEC 6 85
4. This financing statement covers the following types (or items) of property: 1 CG 8400 Bearing Cap Grinder 1 HP, 110 Volt, 60 Cycle 1 Phase Not subject to recordation tax		5. Assignee(s) of Secured Party and Address(es) Capitol Leasing Company 1430 N. Meacham Rd. Schaumburg, IL 60195

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

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

Filed with:

Walter W. Higdon d/b/a
Charlie's Machine Shop

Cap-Co Leasing Company

Walter W. Higdon
Signature(s) of Debtor(s)

By: *David Bailey*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mail to Capitol Leasing Co.

MP

1985 DEC -6 AM 9:47

E. AUBREY COLLISON
CLERK

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

Not to be recorded
in Land Records

Not subject to Recordation Tax

Principal amount of debt secured is

\$355,000.00

RECORD FEE 14.00
POSTAGE 50
#17112 C777 R01 TOP:29
DEC 6 85

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

FINANCING STATEMENT

1. Debtor: Address:
MONTGOMERY INVESTMENT GROUP XII LIMITED PARTNERSHIP, a Maryland Limited Partnership
c/o Richard R. Cotton, Montgomery Financial Corporation, 4837 Del Ray Avenue, Bethesda, Maryland 20814
2. Secured Party: Address:
MAXIMUM SAVINGS ASSOCIATION
5530 Wisconsin Ave. Suite 1250 Chevy Chase, Maryland 20815
3. Trustee:
J. MARTIN KLINE, JR. and JILL J. PRICE
5530 Wisconsin Ave. Suite 1250 Chevy Chase, Maryland 20815
4. This Financing Statement covers:

(a) all of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

1985 DEC -6 AM 9:47

E. AUDREY COLLISON
CLERK

- (b) All of the right, title, interest, claim or demand of the Debtor either at law or in equity in and to all construction contracts, architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and
- (c) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and
- (d) All contracts for the sale of the premises hereinafter described; and
- (e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.
6. Proceeds of collateral are covered by this Financing Statement.
7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner, as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and as more particularly described in the Deed of Trust hereinabove referenced.

Debtor:

MONTGOMERY INVESTMENT GROUP XII
LIMITED PARTNERSHIP, a
Maryland Limited Partnership

By: MONTGOMERY FINANCIAL CORPORATION,
General Partner

By: 
Richard R. Cotton, President

Secured Party:

MAXIMUM SAVINGS ASSOCIATION

By: 
J. Martin Kline, Jr.,
Vice President

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

Maximum Savings Association
5530 Wisconsin Avenue
Chevy Chase, Maryland 20815
Attn: Jill J. Price, Vice President

"EXHIBIT A"

Condominium Units lettered A through H and J through M in a plat of condominium subdivision entitled "CONDOMINIUM PLAT - PHASE 6, CHESTERFIELD GARDEN CONDOMINIUM NO. 2" as recorded in Plat Book 29, pages 37-38, Plat No. E-1437, among the Land Records of Anne Arundel County, Maryland, being the land and premises declared subject to a condominium regime by a certain Declaration of Condominium recorded in Liber 3826 at folio 604 and by a Fourth Supplementary Declaration (for the purposes of adding Phases 6 and 7) recorded on October 28, 1985, in Liber 3968 at folio 736, among the Land Records of Anne Arundel County, Maryland.

TOGETHER WITH all appurtenances, improvements, rights and privileges incident to said Units as contained in said Declaration of Condominium.

Mail to Maximum Savings
association

259496

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 Nov. 29, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

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

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association
Address 4102-08 Frederick Avenue
Baltimore, MD 21229

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

RECORD FEE 11.00
POSTAGE .50
#17113 C777 R01 T09:30
DEC 6 85

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 & Loan of certain lease payments under a certain True Lease Assignment dated September 15, 1985, between Assignor as Lessor and LEASE ACCOUNT #R9017 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 Nov. 15, 1985 between Assignor and Assignee:

- 1 (one) Estimation Contractor System S/N 1818
- 1 (one) Centronix Printer S/N 4406
- 1 (one) Standard Keyboard S/N 2178
- 1 (one) Custom Keyboard S/N 2113

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 Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN

William J. Ottey
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

Mail to Irvington Fed Sav & Loan

EST/AGAM

RECORDED
ANNE ARUNDEL COUNTY
1985 DEC -6 AM 9:47
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UC 3-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 11-9-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PULLIAM: John H., Sr. and Georgia L.
Address P.O. Box 388, Bryans Road, MD 20616

RECORD FEE 12.00
POSTAGE .50
#17115 C777 R01 T09:35
DEC 6 85

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

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

3. Maturity date of obligation (if any) _____

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

- 1986 36' 6" Holiday Mansion Super Barracuda Fiberglass Hull # HM1009041586
- 1986 260 HP Volvo Penta Gas Engine # 53457

First Assignee:
Horizon Financial, F.A.
808 Masons Mill Business Park
1800 Byberry Road
Huntingdon Valley, PA 19006

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

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

[Signature]
(Signature of Debtor)

John H. Pulliam, Sr.
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Georgia L. Pulliam
Type or Print Above Signature on Above Line

[Signature] VP
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Mail to Horizon Financial F.A.

Anne Arundel Co

11-21-85

1985 DEC -6 AM 9:47
E. AUBREY COLLISON
CLERK

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: 7100-D E. FURNACE BRANCH ROAD
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) LAWRENCE & ADRIEN BRACE		DATE OF THIS FINANCING STATEMENT 08-30-79	
P.O. BOX 466		ACCOUNT NO.	TAB
MILLENSVILLE	MD 21108	63700073	73

3691

Filed with: CLERK OF CIRCUIT COURT OF ANNE ARUNDEL COUNTY W. GARRETT LARRIMORE

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, Equipment and Accessories now or hereafter attached thereto;

If checked at left, all household goods, furniture, appliances, and consumer goods of every kind and description owned at the time of the loan secured hereby, or at the time of any refinance or renewal thereof, or cash advanced under the loan agreement secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50
#17117 C777 R01 T09:37
DEC 6 85
1985 DEC -6 AM 9:47
CLERK
AUBREY COLLISON

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 Donna A. Budgryn Dated: 11/25, 1985
TITLE

10/20
229075
Lib 417 page 470

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. 3-75)

Mail to AVCO Financial

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. \$ _____

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

This financing statement Dated 11/19/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
POSTAGE .50
#17119 C777 R01 T09:40
DEC 6 85

1. DEBTOR

Name MANN: Joseph F. and Madonna M.
Address Star Route 3, Box 240AA, LaPlata, MD 20646

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

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

3. Maturity date of obligation (if any) _____

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

1984 32' Carver Aft Cabin Fiberglass Hull # CDR201020384-84
1984 Twin 270 HP Crusader Gas Engines # S-45374, P-45382

First Assignee:
Horizon Financial, F.A.
808 Masons Mill Business Park
1800 Byberry Road
Huntingdon Valley, PA 19006

Home Anchorage/Winter: Annapolis, MD

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 F. Mann
(Signature of Debtor)

Joseph F. Mann
Type or Print Above Name on Above Line

Madonna M. Mann
(Signature of Debtor)

Madonna M. Mann
Type or Print Above Signature on Above Line

[Signature] AGENT
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Mail to Horizon Financial

Anne Arundel Co
11-21-85

1200
1985 DEC -6 AM 9:48
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 11/9/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PRINGLE: John C. and June G.
Address Rt. 1, Box 360, Chester, MD 21619

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

RECORD FEE 12.00
POSTAGE .50
#1121 CT77 R01 T09:43
DEC 6 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)

1986 38' Chris Craft Fiberglass Hull # OCHEJ312J586
1986 Twin 340 HP Mercruiser Gas Engines #A430040, A413544
First Assignee:
Horizon Financial, F.A.
808 Masons Mill Business Park
1800 Byberry Road
Huntingdon Valley, PA 19006

Home Anchorage/Winter: Annapolis, MD

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 DEC -6 AM 9:48
E. AUBREY COLLISON
CLERK

John C. Pringle
(Signature of Debtor)

John C. Pringle
Type or Print Above Name on Above Line

June G. Pringle
(Signature of Debtor)

June G. Pringle
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

1203
50

Mail to Horizon Financial Anne Arundel Co
11-21-85

STATE OF MARYLAND

LIBER - 492 PAGE 291

259501

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. _____
Cannot read, copy attached
RECORDED IN LIBER _____ FOLIO _____ ON October 19, 1984 (DATE)

1. DEBTOR

Name GKN Hayward Baker, Inc.
Address 1875 Mayfield Road, Odenton, Maryland 21113

2. SECURED PARTY

Name Schwing America, Inc.
Address 5900 Centerville Road, White Bear, Minnesota 55110

RECORD FEE 10.00
POSTAGE .50
#17122 C777 R01 T09:44
DEC 6 85

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

1985 DEC -6 AM 9:48
E. AUBREY COLLISON
CLERK

Mail to Schwing America Inc.

Dated November 25, 1985

L.E. Bruss
(Signature of Secured Party)

L.E. Bruss
Type or Print Above Name on Above Line

596

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

LIBER - 492 PAGE 297

FINANCING STATEMENT

259507

1. Debtor: Address:
 LANDSMAN MOBILE HOME PARTNERSHIP c/o Arthur L. Silber, General Partner
 2144 Chesapeake Harbor Drive East
 Annapolis, Maryland 21403

2. Secured Party: Address:
 SECOND NATIONAL BUILDING P. O. Box 2558
 & LOAN, INC. Salisbury, MD 21801
 ATTN: William F. Brooks, Jr.

RECORD FEE 22.00
 POSTAGE .50
 #17151 0345 R01 110:51
 DEC 6 85

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same except any mobile homes owned by third parties; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(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, 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 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.

RECEIVED FOR RECORD
CLERK COURT & COUNTY

1985 DEC 16 PM 12:14

E. AUBREY COLLISON
CLERK

MP
22
20

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises or as used for mobile home park.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust of February 9, 1984, by Landsman Nobile Home Partnership, the Deed of Trust Assumption/Modification Agreement of even date hereto, and Additional Security Assignment of Leases executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland.**

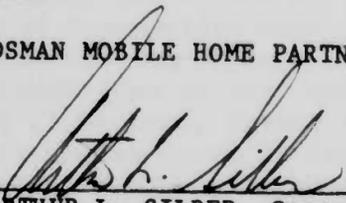
5. This Financing Statement, by its execution, hereby releases, replaces, and is substituted for the Financing Statement of February 9, 1984, executed by and between Landsman Mobile Home Park and Second National Building and Loan, Inc.

6. Proceeds of the collateral are also covered hereunder.

7. Property description: See attached **Exhibit A.**

Debtor:

LANDSMAN MOBILE HOME PARTNERSHIP

BY:  (SEAL)
ARTHUR L. SILBER, General Partner

Dated: OCTOBER 30, 1985

MR. CLERK: Return to:

Edward O. Wayson, Jr., Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

EXHIBIT A

BEGINNING FOR THE FIRST at a pipe set in the south 76 degrees 00 minutes west 1750 foot line of the conveyance from Martin J. Fischer, unmarried, to James F. Gomoljak and Angela M. Gomoljak, his wife, by Deed dated October 31, 1950 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 598, folio 134, said pipe being also in and south 69 degrees 53 minutes west 586.72 feet from a pipe found in the south 69 degrees 53 minutes west 2543.38 foot line of the Annapolis Water Company property; thence leaving said line and running across part of the said conveyance to Gomoljak with courses referred to the Annapolis Water Company Grid of 1935, south 34 degrees 37 minutes east 445.64 feet to a pipe set; thence south 09 degrees 55 minutes 30 seconds east 276.58 feet to a pipe set; thence south 20 degrees 15 minutes 50 seconds east 521.45 feet; thence south 10 degrees 52 minutes 10 seconds west 210.30 feet to the north side of Honeysuckle Lane, 30 feet wide; thence running with the north side of Honeysuckle Lane, north 88 degrees 02 minutes 50 seconds west 171.53 feet to a point of curve; thence with the arc or a curve to the left having a radius of 132.24 feet, a chord of south 61 degrees 18 minutes 25 seconds west 134.81 feet, an arc length of 141.48 feet to intersect the northeast line of a 5 foot widening strip along the northeast side of Crownsville Road, 30 feet wide, said widening strip to be dedicated to public use for future improvement of said road; thence running with the northeast line of said widening strip, north 03 degrees 57 minutes 30 seconds west 21.56 feet; thence north 19 degrees 06 minutes 30 seconds west 224.91 feet; thence north 29 degrees 42 minutes 30 seconds west 89.75 feet thence north 43 degrees 51 minutes 30 seconds west 91.64 feet; thence north 56 degrees 41 minutes 30 seconds west 112.17 feet; thence north 61 degrees 33 minutes 50 seconds west 643.82 feet to a point that is located north 28 degrees 26 minutes 10 seconds east 35 feet from a pipe found on the south side of said road at the corner of Lots 7 and 8 as shown on the Plat of Farish Farms, and recorded among the Plat Records of Anne Arundel County in Plat Book No. 26, folio 26; thence still north 61 degrees 33 minutes 50 seconds west 90 feet, thence leaving said road at right angles and crossing the above conveyance to Gomoljak, north 28 degrees 26 minutes 10 seconds east 457.65 feet to intersect the above mentioned 1750 foot line of the conveyance to Gomoljak; said point being located north 69 degrees 53 minutes east 612.48 feet from the intersection formed by the said line with the above mentioned line of the 5 foot widening strip, thence running with part of said 1750 foot line, reversely, corrected as aforesaid, north 69 degrees 53 minutes east 151.61 feet to the end of the above mentioned 2543.38 foot line of the Annapolis Water Company property; said point being located south 05 degrees 43 minutes east 222.9 feet from a monument found, said monument being one of the boundaries of said Water Company property; thence still with part of said 1750 foot line, as aforesaid, and with part of said 2543.38 foot line, reversely, north 69 degrees 53 minutes east 436.27 feet to the place of beginning. Containing 20 acres, more or less, as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in November, 1963.

BEGINNING FOR THE SECOND at an iron pipe now set at the end of the first line of the conveyance by Martin J. Fischer to James F. Gomoljak and wife by deed dated October 31, 1950, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 598, folio 134; said beginning point also being at the beginning of the closing line of the conveyance by Joseph S. Fischer to Henry Rodenberg by deed dated November 9, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 500, folio 515; thence leaving said beginning point so fixed and said conveyance to Rodenberg and running with part of the second line of said conveyance to Gomoljak and with the property of the Annapolis Water Co. South 69 degrees 53 minutes 30 seconds West 522.42 feet to an iron pipe found at the beginning of the conveyance by James F. Gomoljak and wife to Alfred I. Aaronson and wife by deed dated February 15, 1966, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1950, folio 516; thence leaving said Water Co. Property and said outline and running with the lines of said conveyance to Aaronson South 34 degrees 37 minutes East 445.67 feet to an iron pipe there found, South 9 degrees 55 minutes East 276.80 feet to an iron pipe there found, South 20 degrees 16 minutes East 521.65 feet to an iron pipe now set, and South 10 degrees 52 minutes west 210.30 feet to an iron pipe now set on the northernmost side of the County Road (known as Honeysuckle Lane) from General's Highway (Maryland Route Number 178) to the Crownsville Road; thence leaving said conveyance to Aaronson and running with the northern and western sides of said County Road South 85 degrees 32 minutes 30 seconds East 58.80 feet, South 81 degrees 43 minutes 20 seconds East 152.64 feet, North 89 degrees 08 minutes 40 seconds East 134.57 feet, North 70 degrees 02 minutes 30 seconds East 66.07 feet, and North 51 degrees 40 minutes 40 seconds East 134.42 feet to an iron pipe there found in an existing dirt road at the beginning of the North 28 degree 14 minute 10 second West 271.62 foot line of the conveyance by James F. Gomoljak and wife to William H. Young and wife by deed dated October 23, 1964; and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L.N.P. 1815, folio 57; thence leaving said County Road and running with said conveyance to Young, as now surveyed, North 36 degrees 09 minutes West 271.87 feet to an iron pipe; thence running North 43 degrees 11 minutes 20 seconds East 97.22 feet to an iron pipe there found at the beginning of said conveyance to Young; thence running with the first line of said conveyance South 43 degrees 56 minutes 50 seconds East 239.51 feet to an iron pipe found on the westernmost side of said Honeysuckle Lane; thence leaving said conveyance to Young and running with the westernmost side of said County road the following seven courses and distances: North 15 degrees 46 minutes 20 seconds East 64.97 feet, North 4 degrees 29 minutes East 124.24 feet, North 17 degrees 51 minutes 30 seconds East 71.87 feet, North 34 degrees 07 minutes 10 seconds East 57.96 feet, North 41 degrees 34 minutes 10 seconds East 88.18 feet, North 46 degrees 36 minutes 20 seconds East 111.38 feet, and North 51 degrees 59 minutes 30 seconds East 81.17 feet to an iron pipe now set in said first line of the conveyance to Gomoljak and also in the closing line of said conveyance to Rodenberg; thence leaving said County Road and running with said line, as now surveyed, North 44 degrees 51 minutes 30 seconds West 1163.63 feet to the place of beginning. Containing 22.973 Acres, more or less; exclusive of 0.129 Acres contained within the Worthington Family Cemetery; said Cemetery being conveyed by Philip Hammond Brown and Mary

Elizabeth Brown, his wife, to Dr. George Hammond and Dr. Joseph M. Worthington by deed dated July 14, 1896, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber G.W. 3, folio 69; said Cemetery being described as follows:

BEGINNING for the same at an iron pipe now set at the northwest corner of said Cemetery, distant North 60 degrees 56 minutes 50 seconds East 220.63 feet from an iron pipe set on the northernmost side of Honeysuckle County Road at the end of the South 10 degrees 52 minutes West 210.30 foot line of the above described 22.973 Acre tract; thence leaving said beginning point so fixed and running with the outlines of said Cemetery South 33 degrees 27 minutes East 80.0 feet to an iron pipe now set; thence running North 56 degrees 33 minutes East 70.0 feet to an iron pipe now set; thence running North 33 degrees 27 minutes West 80.0 feet to an iron pipe now set and South 56 degrees 33 minutes West 70.0 feet to the place of beginning. Containing 0.129 Acres, more or less. All according to a survey and plat made by Edward Hall, III & Associates, Registered Land Surveyors, in April 1967.

Also covering any and all right, title, interest and estate that they may have in and to the five (5) foot widening strip lying between the Crownsville Road, 30 feet wide, as now laid out.

Mail to

Second Date B.T.

259508

LIDER - 492 PAGE 302

Not to be recorded in
Land Records

Subject to recordation
tax:
Principal Amount is
\$1,875,000

The appropriate amount of documentary stamps have been paid and evidence is affixed to a fourth mortgage recorded or to be recorded among the Land Records of Anne Arundel County, Maryland or prior mortgages of prior dates recorded among the aforesaid Land Records and given as security in the same loan.

FINANCING STATEMENT

- 1. Debtor: Address:
Six C/D Associates c/o J. Lawrence Mekulski
Limited Partnership Suite 1100
Blaustein Building
1 North Charles Street
Baltimore, Maryland
- 2. Secured Party: Address:
The Bank of Baltimore Baltimore and Charles Streets
Baltimore, Maryland 21202

21202 FEE 17.00
POSTAGE 50
#17196 C777 ROL 111:45
DEC 3 85

- 3. This Financing Statement covers
 - (a) 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 land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio

1985 DEC 16 PM 12:44
E. AUBREY COLLISON
CLERK

17.00
1.00

systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, any funds on deposit with The Bank of Baltimore, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

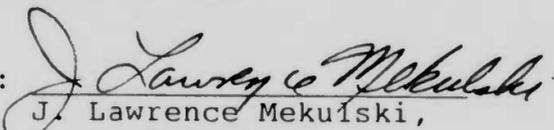
4. The aforesaid items are included as security in a consolidated mortgage given by Debtor to The Bank of Baltimore, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The Bank of Baltimore.
5. Proceeds of collateral are also covered.

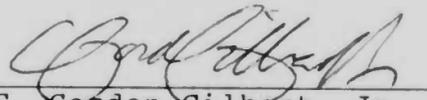
6. The land consists of approximately 2.197 acres located at 7400 Governor Ritchie Highway in Anne Arundel County, Maryland and is more particularly described in the consolidated mortgage referred to above.

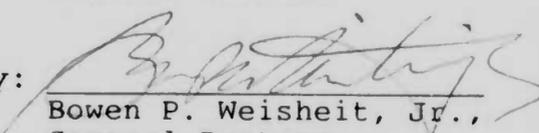
Debtor:

SIX C/D ASSOCIATES LIMITED
PARTNERSHIP

By: GLEN BURNIE JOINT VENTURE,
General Partner

By: 
J. Lawrence Mekuiski,
General Partner

By: 
C. Gordon Gilbert, Jr.,
General Partner

By: 
Bowen P. Weisheit, Jr.,
General Partner

 To the Filing Officer: After this statement has been recorded, please mail the same to: Charles T. Albert,
Mail to ~~1100 Charles Center South, 36~~ South Charles Street,
Baltimore, Maryland 21201.

Debtor or Assignor Form

FINANCING STATEMENT

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

<u>Name of Debtor</u>	<u>Address</u>
Contemporary Yachts LTD	Bembe Beach Rd. 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):

All of the Debtor's now owned and hereafter aquired inventory of new and used boats, including all accessories, cash and non-cash proceeds and products.

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

RECORD FEE	11.00
POSTAGE	.50

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

#17279 0777 R01 T15:35

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated. DEC 6 85

Debtor (or Assignor)

Secured Party (or Assignee)

Contemporary Yachts, LTD.

FARMERS NATIONAL BANK OF MARYLAND

By: *Warren A. Campbell*
Warren A. Campbell

BY: *Luan Oker*

Type or print names under signatures

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

Mail to *Farmers Natl BK*

11-6
SE

RECEIVED BY CLERK
 1985 DEC 26 PM 4:47
 E. AUBREY COLLISON
 CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259511

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 GENERAL MARKETING CORPORATION

Address 5005 Ritchie Highway Glen Burnie, MD 21061

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION

Address 1101 Kennedy Rd Suite 112 P.O.Box 68 Windsor, CT 06095

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

3. Maturity date of obligation (if any) No Maturity Date

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

SEE ATTACHED COLLATERAL DESCRIPTION MADE A PART HEREOF

RECORD FEE 11.00
POSTAGE .50
#17285 C345 R01 715:51
DEC 3 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)

X _____
(Signature of Debtor)

MIKE MORRIS PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

LOUIS R. SEO JR. PRESIDENT
Type or Print Above Signature on Above Line

W.D. [Signature]

(Signature of Secured Party)

WILLIAM SWANER - BRANCH MANAGER
Type or Print Above Signature on Above Line

11.00
5
1985 DEC 6 PM 4:50
E. AUBREY COLLISON
CLERK

- A. All inventory of goods, new or used, wherever located, now owned or hereafter acquired and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories, and accessions thereto, and all other goods used or intended to be used in conjunction therewith, and all proceeds of the foregoing; and
- B. All accounts, contract rights, rental contracts and/or lease agreements, accounts receivable, rental and/or lease accounts receivable and general intangibles, presently existing or hereafter arising, wherever located and all chattel paper and rental contracts and/or lease agreements pursuant to which we rent or lease inventory described above, along with all inventory returned to or possessed by the Debtor; and
- C. All proceeds of every kind and character which shall include, but is not limited to, all rental income arising from the rental and/or lease of inventory or from the sale or other disposition of same. Rental income shall include all payments received in consideration of the rental or sale of inventory whether in the form of checks, cash, money orders, drafts, deposits, or any other remittances.

" SECURED OBLIGATION NOT SUBJECT TO MATURITY DATE"

X James R. Seeger, Pres.

Mail to Borg Warner Acceptance Corp

FINANCING RECORDS

LIBER - 492 PAGE 309

259512

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$368,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: November 19 , 1985

FINANCING STATEMENT

1. Debtor:	Address:
BRYAN CONSTRUCTION COMPANY	P.O. Box 957 Gambrills, Maryland 21054

2. Secured Party:	Address:
UNION TRUST COMPANY OF MARYLAND	P.O. Box 1077 Baltimore, Maryland 21203

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

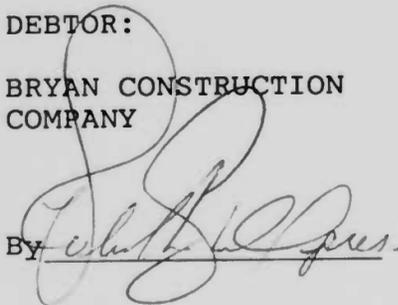
RECORDED
1985 DEC 26 PM 4:51
E. AUMBEY COLLISON
E. AUMBEY CLERN
RECORD FEE 13.00
POSTAGE 50
DUES 116.14
DEC 6 85

1300
50

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.

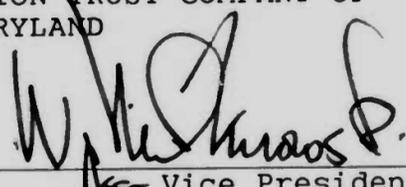
DEBTOR:

BRYAN CONSTRUCTION
COMPANY

By 

SECURED PARTY:

UNION TRUST COMPANY OF
MARYLAND

By 
Asst. Vice President

UTFSB103.176

MTC# 190678-A bp

SCHEDULE A

LIBER - 492 PAGE 311

EXHIBIT "A"

FOR THE FIRST BEING KNOWN AND DESIGNATED as Lots No. 6, 9, 10 and 11, as shown on the Plat entitled **LINTHICUM OAKS ADDITION**, which Plat is recorded among the Land Records of Anne Arundel County in Liber 96, folio 13.

FOR THE SECOND BEING KNOWN AND DESIGNATED as Lot No. 5-R, as shown on the Plat entitled **Administrative Plat Lot 5-R LINTHICUM OAKS ADDITION**, which Plat is recorded among the Land Records of Anne Arundel County in Liber 3972, folio 580.

SUBJECT TO existing twenty-five (25) foot utility easements and storm drain easements, existing Colonial Pipeline Easements, building restriction lines as shown on said Plat.

Mail to United Trust Co.

259513

LIBER - 492 PAGE 312

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):
 CORA H. FERREOLA
 LOT 197 WAYSONS MHP
 LOTHIAN MD 20711

2. Secured Party(ies): Name(s) and Address(es):
 GREEN TREE ACCEPTANCE INC.
 6506 LOISDALE RD; BOX 807
 SPRINGFIELD, VA 22150

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

5. This Financing Statement covers the following types (or items) of property:
 1980 WINDSOR
 70 X 14 SERIAL # FBRAZWI70141188 *tcy*
 "AND INCLUDING ALL ~~FURNITURE~~ FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL
 Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es)
 RECORD FEE 11.00
 POSTAGE .50
 #13310 0777 001 109:49
 12-9-85

7. The described crops are growing or to be grown on:
 The described goods are or are to be stored 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:
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s).

CORA H. FERREOLA GREEN TREE ACCEPTANCE INC.

By Cora H. Ferreola Signature(s) of Debtor(s)
 By Isabel Manfredi Signature(s) of Secured Party(ies)
 (Required only if Item 10 is checked.)

3/83 (1) FILING OFFICER COPY - NUMERICAL
 STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

1985 DEC 9 AM 10:35
 E. AUSTIN COLLISON
 CLERK

Mail to Green Tree Acceptance

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/80

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 248539 recorded in
Liber 464, Folio 497 on 8-11-83 (Date).

1. DEBTOR(S):
Name(s) Annapolis Auto Care, Inc.
Address(es) 20 Lee Street Annapolis, Md. 21401

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

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

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.

RECORD FEE 10.00
POSTAGE .50
#17319 C777 R01 T09:50
DEC 9 85

1985 DEC 9 AM 10:35
E. AUBREY COLLISON
CLERK

1083

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By Maureen Konschnik

Maureen Konschnik-Commercial Loan Officer
(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.

Mail to Mid Data Bk

259515

Identifying File 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 Oct. 15, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name K.C.C., Inc. T/A The Canopy and Robert A Kreis
Address 9319 Baltimore National Pike, Ellicott City, Md. 21043

RECORD FEE 12.00
POSTAGE
#11320 0777 R01 T0151
DEC 9 85

2. SECURED PARTY

Name Arbutus Refrigeration, Inc.
Address 6225 Washington Blvd. - Baltimore, Md. 21227

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

3. Maturity date of obligation (if any) _____

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

1 only Crystal Tips Ice Machine Flaker # UAF-029.

1985 DEC 7 9 AM 10:35
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

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

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

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

R. M. Carey (PRES)
(Signature of Debtor)

Robert A Kreis & The Canopy
Type or Print Above Name on Above Line

(Signature of Debtor)

Wm. C. Link, Pres.
(Signature of Secured Party)

Wm. C. Link, Pres.
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

Mail to Arbutus Refrigeration

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

RECORD FEE 12.00
POSTAGE .50
#17321 C777 R01 T09:52
DEC 9 85

1. DEBTOR

Name Thomas & Dolly Sentz T/A Tom & Dolly's Lunchwagon

Address 334 Clearridge Rd. - Winsor, Md. 21776

2. SECURED PARTY

Name Arbutus Refrigeration, Inc.

Address 6225 Washington Blvd. - Baltimore, Md. 21227

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

3. Maturity date of obligation (if any) _____

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

1 only Crystal Tips Ice Machine # CAE 025BP11, serial # EQB00125/11

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)

Dolly J. Sentz
(Signature of Debtor)

Thomas Sentz
Type or Print Above Name on Above Line

Thomas Sentz
(Signature of Debtor)

Dolly Sentz
Type or Print Above Signature on Above Line

Wm. C. Link
(Signature of Secured Party)

Wm. C. Link: Pres.
Type or Print Above Signature on Above Line

Mail to Arbutus Refrigeration

RECEIVED
1985 DEC 19 AM 10:35
E. AUBREY COLLISON
CLERK

NOT SUBJECT TO RECORDATION TAX

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. Bank Note No.
1. Debtor(s) (Last Name First) and Address(es): SEVERN COMPANIES, INC. 410 Severn Avenue Annapolis, MD 21403	2. Secured Party(ies) Name(s) And Address(es):  CAPITAL BANK N.A. 815 Connecticut Avenue, N.W. Washington, D.C. 20006	4. For Filing Officer: Date, Time, File No., Filing Office: RECORD FEE 11.00 POSTAGE .50 #17322 C777 R01 T09:55 DEC 9 85	
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable) SEE ATTACHED SCHEDULE "A"		5. Assignee(s) of Secured Party, Address(es):	
<input checked="" type="checkbox"/> Proceeds - <input type="checkbox"/> Products of the collateral are also covered.		6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.	

8. Signatures: If debtor's signature omitted pursuant to G. S. 25-9-402 (2), indicate reason.]

By SEVERN COMPANIES, INC.
JACK STEERE, PRESIDENT
Debtor(s) [or Assignor(s)]

By Capital Bank N.A.
Gene Fischgrund, Vice President
Secured Party(ies) [or Assignee(s)]

SCHEDULE "A"

SPECIFIED ITEMS OF ACCOUNTS RECEIVABLE & INVENTORY

(1) accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guarantees, securities, rights, remedies and privileges pertaining to any of the foregoing (collectively "Receivables") and (2) inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed or to be used or consumed in the Debtor's business, and all increases, substitutions, replacements and additions to any of the foregoing, and all proceeds of the foregoing, of every type, including cash and non-cash proceeds and returned and/or repossessed inventory.


Initials

Mail to Capital BK

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 5,500.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
Greater BWI Commuter Assistance
Center, Inc.
(Name)
793 Elkridge Landing Road, Suite F101
(Address)
Linthicum, Maryland 21090

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Catherine T. Lewis
(Name of Loan Officer.)
83 Forest Plaza
(Address)
Annapolis, Maryland 21401

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

- (1) Compaq Dual Mode Green/Color, (2) Hayes 1200B Internal modem w/Smartcom
- (1) Epson FX-185 Printer, (1) Epson Cut Sheet Feeder, (1) Compaq DOS Version 2, (1) Multimate, (1) Compaq Deskpro Model II 256K 2 Disk Drives

RECORD FEE 11.00
 RECORD TAX 39.50
 POSTAGE .50
 #17323 C777 R01 T09:57
 DEC 9 85

1100
3850

RECEIVED BY COUNTY MP
 1985 DEC 19 AM 10:35
 E. AUBREY COLLISON
 CLERK

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.

<p><u>DEBTOR (OR ASSIGNOR)</u> <u>Greater BWI Commuter Assistance</u> <u>Center, Inc.</u> (Seal) <u><i>Michael P. Kushner</i></u> (Seal) <small>(Signature)</small> <u>Michael P. Kushner</u> <small>(Print or Type Name)</small></p>	<p><u>DEBTOR (OR ASSIGNOR)</u> _____ (Seal) _____ (Seal) <small>(Signature)</small> _____ <small>(Print or Type Name)</small></p>
---	--

Mail to First Natl Bk of Md

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Primary Industries Corp.
 Address 666 Fifth Avenue, New York, NY 10103

2. SECURED PARTY

Name Citibank, N.A.
 Address 399 Park Avenue, NABG/Commodities Dept./FL.10/Z8
Joseph J. Bianco, SSO, New York, NY 10043
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

All of the Debtor's personal property, of any type or description, now owned or hereafter acquired and wherever located, including but not limited to: all of the inventory of the Debtor (whether raw, in process, or finished); all materials or equipment useable in processing the same; all documents of title covering any inventory; all machinery and equipment employed in the operation of the Debtor's business; all of the Debtor's contract rights, accounts, accounts receivable, general intangibles, instruments, chattel paper, notes, drafts and acceptances; all replacement, additions, increases, substitutions and accessions to or for any of the foregoing; and all of the products and proceeds of the foregoing.

Warehouse: Kennecott Refining Corp., Ft. Smallwood Rd., Anna Rundel, MD

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

 (Signature of Debtor)
Primary Industries 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)
Citibank, N.A.
 Type or Print Above Signature on Above Line

Mail to Citibank NA

RECORD FEE 11.00
 POSTAGE .50
 #11324-C777 R01 T09:58
 DEC 9 85

RECEIVED FOR RECORD
 COUNTY OF BALTIMORE
 1985 DEC 9 AM 10:35
 E. AUBREY COLLISON
 CLERK

HOUSEHOLD FINANCE CORPORATION
100 STRONG AVENUE
2129 WEST PATAPSCO AVENUE
BALTIMORE, MARYLAND 21230

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

..... 12/2 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. 308... pg 291 in Office of Robert H. Brouse (Filing Officer) AA (County and State)

Debtor or Debtors (name and Address): Charles S. Linda Thompson 2108
7323 W. Pasadena Rd.
Millersville Md

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.

..... NFC Secured Party
By A. F. Brown
Its Branch Office Manager

RECORD FEE 10.00
POSTAGE .50
#17325 C777 R01 T09:59
DEC 9 85

Mail to Charles Thompson
RECEIVED BY MAIL ROOM
COUNTY CLERK
1985 DEC 9 AM 10:35
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 36127

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 10-30-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: Jasmin Lantang
Address: 501 Crain Highway, Glen Burnie, Maryland

2. SECURED PARTY

Name: SHELL OIL COMPANY
Address: P. O. BOX 1703 ATLANTA, GA 30371
Attn: C. A. Gates, Customer Support

RECORD FEE 11.00
POSTAGE .50
M1327 0777 401 110:02
DEC 9 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)

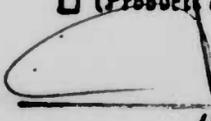
ALL INVENTORY AND EQUIPMENT (INCLUDING FIXTURES) NOW OWNED OR HEREAFTER ACQUIRED, ALL ACCOUNTS RECEIVABLE NOW EXISTING OR HEREAFTER ARISING, AS WELL AS THE PROCEEDS FROM ALL SALES OF INVENTORY AND EQUIPMENT AND COLLECTION OF ACCOUNTS RECEIVABLE, LOCATED ON THE PREMISES AT DEBTOR'S ADDRESS SPECIFIED IN THE SECURITY AGREEMENT, AND/OR RELATED TO THE CONDUCT OF DEBTOR'S BUSINESS THERE.

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 501 Crain Highway
Glen Burnie, Maryland

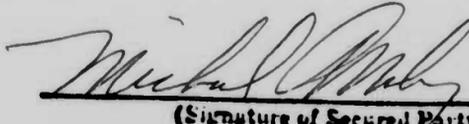
(Proceeds of collateral are also covered)
 (Products of collateral are also covered)


(Signature of Debtor) 9-28-85

Jasmin Lantang
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

MICHAEL J. MAHONY
Type or Print Above Name on Above Line

SHELL OIL COMPANY

Mail to Shell Oil Co.

APR
9965 DEC 9 AM 10:35
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 recording tax indicate amount of taxable debt here \$ _____

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

This financing statement Dated October 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Harundale Shell, Inc.

Address 7177 Baltimore/Annapolis Boulevard, Glen Burnie, MD 21061

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) _____

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.

RECORD FEE 11.00
POSTAGE .50
#17328 0777 R01 T10:04
DEC 9 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 7177 Baltimore/Annapolis Blvd.

Glen Burnie, MD 21061

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Bernard Schulz
(Signature of Debtor)

Bernard Schulz, President

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

K. J. Gill
(Signature of Secured Party)

K. J. Gill, Territory Manager

Type or Print Above Name on Above Line

Mail to Shell Oil Co

RECEIVED
1985 DEC 19 AM 10:35
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No 36186

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

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

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

This financing statement Dated 10-30-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Massis Hacopian
Address 601 Ritchie Highway

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 .50

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

#17329 C777 R01 T10:04
DEC 9 85

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.

CHECK THE LINES WHICH APPLY

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

Service Station Premises located at 601 Ritchie Highway

Severna Park, Maryland

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Massis Hacopian

Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

MICHAEL J. MAHONEY

Type or Print Above Name on Above Line

Mail to SHELL OIL COMPANY

1985 DEC 9 AM 10:35
E. AUBREY COLLISON
CLERK

219-7056-0716

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 10-30-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Francis G. Hinkleman

Address Mountain & Jumpers Hole Roads, Pasadena, Maryland

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) _____

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.

RECORD FEE 11.00
POSTAGE .50
#17330 C777 R01 T10:04
DEC 9 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)

Service Station Premises located at Mountain & Jumpers Hole Roads

Pasadena, Maryland

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Francis G. Hinkleman
(Signature of Debtor)

Francis G. Hinkleman
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert H. Hinkle
(Signature of Secured Party)

Type or Print Above Name on Above Line

Mail to Shell Oil Co

FINANCING STATEMENT FORM UCC-1

Identifying File No. 36113

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

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

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

This financing statement Dated 10-30-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jong Dai Kim
Address Ritchie Highway and Jumpers Hole Road, Pasadena, Maryland

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) _____

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.

RECORD FEE 11.00
POSTAGE .50
#17331 0777 R01 T10:05
DEC 9 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 Ritchie Highway and Jumpers Hole Road, Pasadena, Maryland

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Jong Dai Kim

Type or Print Above Signature on Above Line

Jong Dai Kim
(Signature of Debtor)

Type or Print Above Signature on Above Line

Kenney Hill
(Signature of Secured Party)

Type or Print Above Name on Above Line
SHELL OIL COMPANY

Mail to _____

1985 DEC 9 AM 10:36
E. AUBREY COLLISON
CLERK

LIBER - 492 PAGE 326

219-7056-0419
259526

FINANCING STATEMENT FORM UCC-1

Identifying File No _____

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

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

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

This financing statement Dated 10-30-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Phillip Jachelski

Address 3900 Mountain Road, Pasadena, Maryland

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 .50
#17332 0777 R01 T10:05
DEC 9 85

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.

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 3900 Mountain Road

Pasadena, Maryland

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Phillip Jachelski

Type or Print Above Signature on Above Line

Phillip Jachelski 10-2-85
(Signature of Debtor)

Henrietta Gill

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Name on Above Line

Mail to Shell Oil Company

1985 DEC 9 AM 10:36
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 10-30-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert S. Hinkleman
Address 463 North Camp Meade Road, Linthicum, Maryland

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

RECORD FEE 11.00
POSTAGE .50
#17333 0777 R01 T10:05
DEC 9 85

3. Maturity date of obligation (if any) _____

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.

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)

11/30
1985 DEC 9 9 AM 10:36
E. AUBREY COLLISON
CLERK

Service Station Premises located at 463 North Camp Meade Road
Linthicum, Maryland

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert S. Hinkleman
(Signature of Debtor)

Robert S. Hinkleman
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Hill
(Signature of Secured Party)

Type or Print Above Name on Above Line

Shell Oil Company

Mail to _____

LIBER - 492 PAGE 328

2194720 0312

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 10-30-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Col. Carl L. Tehsman, Ret.

Address Rt. # 175 & Baltimore/Washington Parkway, Jessup, Maryland

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) _____

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.

RECORD FEE 11.00
POSTAGE .50
#17334 0777 R01 T10:06
DEC 9 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 Rt. 175 & Baltimore/ Washington Pkwy. Jessup, Maryland

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Carl L. Tehsman
(Signature of Debtor)

Col. Carl L. Tehsman, Ret.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michael J. Mahow
(Signature of Secured Party)

MICHAEL J. MAHOW
Type or Print Above Name on Above Line

Shell Oil Company

Mail to _____

1985 DEC 9 AM 10:36
E. AUDREY COLLISON
CLERK

219-3744-1117

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 10-30-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Young M. Kim

Address Crain Highway & Hospital Drive, Glen Burnie, Maryland 21061

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) _____

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.

RECORD FEE 11.00
POSTAGE .50

#17335 0777 R01 T10:06
DEC 9 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 Crain Highway & Hospital Dr.
Glen Burnie, Maryland

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Young M. Kim
(Signature of Debtor)

Young M. Kim
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Shell Oil Company
(Signature of Secured Party)

Type or Print Above Name on Above Line

Shell Oil Company

Mail to _____

1985 DEC 9 AM 10:36
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 10-30-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James W. ~~FERRILL~~ FERRELL

Address 5640 Ritchie Highway, Brooklyn Park, Maryland

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 .50

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

#17336 C777 R01 T10:06
DEC 9 85

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.

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 5640 Ritchie Highway

Brooklyn Park, Maryland

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

James W. ~~FERRILL~~ FERRELL *RNB*

Type or Print Above Signature on Above Line

James W. Ferrell
(Signature of Debtor)

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michael O'Malley
(Signature of Secured Party)

(Signature of Secured Party)

MICHAEL O'MALLEY
Type or Print Above Name on Above Line

Type or Print Above Name on Above Line

Mail to Shell Oil Company

11/15
1985 DEC 9 AM 10:36
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 recording tax indicate amount of taxable debt here \$ _____

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

This financing statement Dated SEPT. 30 - 85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gilbert G. Jones
Address 2056 West Street Annapolis, Maryland

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) _____

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.

RECORD FEE 11.00
POSTAGE .50
#17337 C777 R01 T10:07

DEC 9 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)

RECEIVED
1985 DEC 9 AM 10:36
E. AUBREY COLLISON
CLERK

Service Station Premises located at 2056 West Street
Annapolis, Maryland

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

Gilbert G. Jones
(Signature of Debtor)

Gilbert G. Jones
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Lawrence Hill
(Signature of Secured Party)

Type or Print Above Name on Above Line

Mail to SHELL OIL COMPANY

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 10-30-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name S. A. Nazemi

Address 1830 Forest Drive Annapolis, Maryland

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) _____

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.

RECORD FEE 11.00
POSTAGE .50
#17338 0777 R01 T10:08
DEC 9 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 1830 Forest Drive Annapolis, Maryland

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

A. Nazemi
(Signature of Debtor)

S. A. Nazemi
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michael O'Malley
(Signature of Secured Party)

MICHAEL O'MALLEY
Type or Print Above Name on Above Line

Mail to Shell Oil Company

1985 DEC 9 AM 10:36
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No 36128

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

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

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

This financing statement Dated 10-30-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Abbas Hadyshirmohammadi
Address Fort Smallwood and Valley Road, Pasadena, Maryland

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) _____

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.

RECORD FEE 11.00
POSTAGE .50
#17339 0777 R01 T10:08
DEC 9 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)

Service Station Premises located at Fort Smallwood and Valley Rd.
Pasadena, Maryland

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

Signature of Debtor 9-28-85

Abbas Hadyshirmohammadi
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

MICHAEL O MANLOWY
Type or Print Above Name on Above Line
SHELL OIL COMPANY

Mail to _____

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)
 The Eye Concept III, Inc. 8055 Ritchie Highway, Suite 102
 Pasadena, Maryland 21122

RECORD FEE 12.00
 #17340 0777 R01 T10:12
 DEC 9 85

6. Secured Party Address P.O. Box 1661
 PROVIDENT BANK OF MARYLAND Ballkmore, MD 21203-1661
 Attention: Kathryn H. Carroll
 Assistant Vice President

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 accessories 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 accessories 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
 J. Barry Sapperstein, President (Seal) Gordon C. Creamer, Secretary/Treasurer (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

1200

Mail to Provident Bk MP

1985 DEC 19 AM 10:36
 E. AUBREY COLLISON
 CLERK

REORDER FROM
Registré, Inc.
5284 TAYLOR ST. N.E.
MPLS., MINN. 55421
(612) 571-2803

STATE OF MARYLAND

LIBER - 492 PAGE 335

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254027

RECORDED IN LIBER 478 FOLIO 211-212 ON 9-27-84 (DATE)

1. DEBTOR

Name PC Photo Systems, Inc.

Address 6300 Olson Memorial Highway, Minneapolis, MN 55440

RECORD FEE 10.00
#17341-6777 R01 710:13
DEC 9 85

2. SECURED PARTY

Name First National Bank of Minneapolis

First Bank Place

Address P.O. Box A512, Minneapolis, MN 55480

Attention: Mr. Bruce Lilly as Secured Party and
as Agent for Secured Parties.

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

Sarah T. Jordheim

Faegre & Benson

2300 Multifoods Tower

Minneapolis, MN 55402

~~XXX MONEY ORDER OR ASSIGNMENT XXX~~

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.)
TERMINATION
(continued below)

The Secured Parties no longer claim security interest under the Financing Statement bearing file number shown above.

ADDITIONAL SECURED PARTIES ARE SET FORTH ON EXHIBIT A ATTACHED HERETO.

FIRST NATIONAL BANK OF MINNEAPOLIS

Dated November 20, 1985

Kenneth L. Hayward
(Signature of Secured Party)

Kenneth L. Hayward, Vice President
Type or Print Above Name on Above Line

FILED WITH ANNE ARUNDEL CLERK OF CIRCUIT COURT (MD)

1985 DEC 9 10:36

E. AUBREY COLLISON
CLERK

The additional Secured Parties join in the termination of the Financing Statement bearing the file number shown on the UCC-3 form attached hereto:

NAMES AND ADDRESSES OF ADDITIONAL SECURED PARTIES --

Continental Illinois National Bank
and Trust Company of Chicago
231 South LaSalle Street
Chicago, Illinois 60693

Norwest Bank Minneapolis, National Association
(formerly Northwestern National Bank of Minneapolis)
Eighth Street and Marquette Avenue
Minneapolis, Minnesota 55479

The Prudential Insurance Company of America
P.O. Box 1143
3701 Wayzata Boulevard
Minneapolis, Minnesota 55440

SIGNATURES OF ADDITIONAL SECURED PARTIES --

CONTINENTAL ILLINOIS NATIONAL
BANK

BY Walter G. Lindquist
ITS Vice President

NORWEST BANK MINNEAPOLIS, NATIONAL
ASSOCIATION (Formerly Northwes-
tern National Bank of Minneapolis)

BY Jeffrey Seidel
ITS Commercial Branch Officer

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

BY Thelie L. Gaul
ITS Assistant Secretary *sp*

Mail to First Natl Bk Minneapolis
First Bk Place

Lease #7000890

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

LIBER - 492 PAGE 337

FORM NO. 207-126 Rev. 2-84

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. 249685 recorded in

Liber 467, Folio 389 on 11/9/83 at Anne Arundel Co. Courthouse
Date Location

1. DEBTOR(S):
 Name(s) Westinghouse Electric Corporation
 Address(es) Camp Meade Rd., Linthicum Heights, Md.

2. SECURED PARTY:
 Name Maryland National Bank
 Address P.O. Box 535 Baltimore, Md. 21203

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

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

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. _____

RECORD FEE 10.00
POSTAGE .50
#17352 C777 R01 T10-2
DEC 9 83

1983 DEC 9 AM 10:38

E. AUBREY COLLISON
CLERK

9. SIGNATURES.

DEBTOR(S)

SECURED PARTY

Maryland National Bank
By Jeanette E. Sayre
Jeanette E. Sayre - Mgr.
(Type, Name and Title)

(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.

Mail to Md. Natl Bk

(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: RECORDED FEE the 11.00
POSTAGE .50
#17354 C777 R01 T10:26
DEC 9 85

1. LESSEE Eye Concept III, Inc.
8055 Ritchie Hwy., Ste. 102 (Name or Names) Pasadena, Md. 21122
(Address)

LESSEE
(Name or Names)
(Address)

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

3. ASSIGNEE (if any) 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:
One - Marco Combo Unit; S/N 9292, One - Keratometer; S/N 17080, One - Keratometer Arm,
One - RT-1 Refractor; S/N 11732, One - Projector, Slide, Screen, Stand; S/N 17163,
One - Topcon SL-3E Slit Lamp; S/N 630119, One - R900 Tonometer; S/N 62550, One - 1020-B
Stool, One - Trans Illuminator & Handle, One - Retinoscope & Handle, One - Ophthalmoscope
& Handle, One - Tangent Screen w/Set of Test Objects

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

LESSEE LESSOR
Eye Concept III, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Gordon C. Creamer (Title) Brian G. Connelly Mgr. (Title)
(Type or print name of person signing) (Type or print name of person signing)

By: (Title) Return to: Baltimore Federal Financial, F.S.A.
Mail to: P. O. Box 116
Baltimore, MD 21203
Attn: Nancy Gaynor

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records.
- 2. To Be Recorded among the Financing Statement Record.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$700,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5.	Debtor(s) Name(s)	Address(es)
	Crofton Medical Arts Building Joint Venture	1438 Defense Highway Gambrills, Maryland 21054
6.	Secured Party <input checked="" type="checkbox"/>	Address
	First National Bank of Maryland	83 Forest Drive Annapolis, Maryland 21401

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in 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. 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.

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

RECORD FEE 12.00
 POSTAGE 50
 AFFIXED TO R01 712:04
 DEC 9 85

DEBTOR:

SECURED PARTY:

CROFTON MEDICAL ARTS
BUILDING JOINT VENTURE

FIRST NATIONAL BANK
OF MARYLAND

By: Valentine F. Lynch
Valentine F. Lynch, Partner

By: Richard J. Shenos
Richard J. Shenos
Vice President

Address where Collateral will be located:

1438 Defense Highway
Gambrills, Maryland 21054

Cor. Clerk: Please return to Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street, Annapolis, Maryland 21401.

E. AUBREY COLLISON
CLERK

DEC 12 12:04
MWO-5

12
2

EXHIBIT A

BEING known and designated as Lots Nos. 4, 5 and 14, as shown on a Plat entitled, "Rainbow Village Subdivision", which Plat is recorded among the Land Records of Anne Arundel County at Plat Book 25, folio 15.

SAVING AND EXCEPTING THEREFROM all that parcel of ground which by Quitclaim Deed dated September 25, 1981, and recorded among the Land Records of Anne Arundel County at Liber 3446, folio 866, was granted and conveyed by Crofton Medical Arts Building Joint Venture unto Ronald C. Stroka and Nancy K. Stroka, his wife, containing 0.00635 Acres of land, more or less, and all that parcel of ground which by Quitclaim Deed dated September 25, 1981, and recorded among the Land Records of Anne Arundel County at Liber 3446, folio 872, was granted and conveyed by Crofton Medical Arts Building Joint Venture unto Grady H. Roby and Ann S. Roby, his wife, containing 0.02034 Acres of land, more or less, and all that parcel of land which by Quitclaim Deed dated September 25, 1981, and recorded among the Land Records of Anne Arundel County at Liber 3446, folio 878, was granted and conveyed by Crofton Medical Arts Building Joint Venture unto John H. McElroy and Eleanore H. McElroy, his wife, containing 0.01011 Acres of land, more or less.

BEING the same lot of ground which by Deed dated May 7, 1979, and recorded among the Land Records of Anne Arundel County at Liber 3198, folio 641, was granted and conveyed by Anton W. Gerkewicz and Lillian Gerkewicz, his wife, unto the within named Crofton Medical Arts Building Joint Venture.

MWO-1-A

Mail to

First Natl Bk of MD

LIBER - 492 PAGE 341

259539

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 Lumadue 5110 Brookwood Road Baltimore, MD 21225	2. Secured Party(ies) and address(es) J. H. Williams Industrial Products, Inc., Vulcan Tools Division 400 Vulcan St. Buffalo, NY 14207	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Inventory, including mechanics hand tools, automotive diagnostic and testing equipment, tool boxes, taps, dies and screw extractors and garage and shop supplies sold to Debtor by Secured Party. <p style="text-align: center;">"COLLATERAL NOT SUBJECT TO RECORDATION TAX."</p>		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 copies presented.

Filed with: RECORDED
POSTAGE
#17385 C345 R01 11:17
DEC 7 85

<u>Charles Lumadue</u> By: <u><i>Charles N. Lumadue</i></u> <small>Signature(s) of Debtor(s)</small>	<u>J. H. Williams Industrial Prod. Inc.</u> By: <u><i>Arthur W. Emerson</i></u> <small>Signature(s) of Secured Party(ies)</small>
--	---

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

RECEIVED FOR RETURN
CIRCUIT COURT, ALA. COUNTY

1985 DEC 19 PM 12:15

E. AUBREY COLLISON
CLERK

29.00
EW



PURCHASE MONEY SECURITY AGREEMENT

THIS AGREEMENT, made by and between the undersigned Dealer ("Dealer") and J.H. Williams Industrial Products, Inc., acting through its Vulcan Tools Division ("Vulcan").

W I T N E S S E T H:

WHEREAS, Dealer has been appointed as a dealer for Vulcan products and will purchase such products from Vulcan from time to time; and

WHEREAS, in consideration of the sale of such products to Dealer, Dealer has agreed to grant to Vulcan a security interest as provided herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows

1. Grant of Security Interest. Dealer hereby grants to Vulcan a purchase money security interest in all Vulcan products sold to Dealer from time to time (the "Products"), all replacements, substitutions, additions, accessions or attachments to or for the Products, and all products and proceeds thereof (including accounts receivable arising from the sale by Dealer of Products), to secure the performance by Dealer of its obligations (the "Obligations") under this Agreement, Dealer's Dealer Agreement with Vulcan and Dealer's Dealer Finance Agreement (if any) with Vulcan, including Dealer's obligation to pay the purchase price of Products. Dealer agrees to execute and deliver Uniform Commercial Code financing statements in form and substance acceptable to Vulcan in respect of such security interest upon the execution and delivery of this Agreement. In addition, Dealer hereby agrees to execute and deliver such additional financing statements, continuation statements, corporate resolutions, mortgagee consents and waivers, landlord's consents and waivers, and such additional documents as may be reasonably required by Vulcan. Dealer represents, warrants and covenants that the security interest granted to Vulcan hereunder shall constitute a first lien on the Products and the other collateral hereinabove described, except as described in Exhibit A.

2. Taxes. All taxes, assessments, fines, fees, public charges, tariffs and duties relating to the Products or this Agreement other than taxes imposed on the overall net income of Vulcan shall be paid by Dealer when due and all filings with respect thereto shall be timely made by Dealer.

3. Location of Products. Dealer shall keep the Products (which have not been resold by it) within the primary territory specified in Appendix C to its Dealer Agreement and shall not remove such Products or any portion thereof from such area without the prior written consent of Vulcan.

4. Title to Products; Liens; Name of Dealer. Dealer will not sell, transfer, lease or otherwise dispose of all or any portion of the Products other than in the ordinary course of business pursuant to the Dealer Agreement. Dealer will not mortgage, pledge, grant or suffer to exist any security interest, claim or encumbrance of any kind on the Products or the other collateral referred to above during the term of this Agreement, other than the security interest granted to Vulcan herein. Dealer will not change its name or use any trade name without the prior written consent of Vulcan during the term of this Agreement.

5. Late Payment and Default. If (i) Dealer shall fail to pay any of the Obligations, or any portion thereof within five (5) days after written notice from Vulcan that such installment or portion thereof has not been paid when due, or (ii) Dealer shall fail to make any other payment or perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under the Dealer Agreement or the Dealer Finance Agreement and such failure shall continue unremedied for a period of ten (10) days after written notice thereof from Vulcan, or (iii) any representation or warranty made by Dealer herein or in any document or certificate furnished to Vulcan in connection herewith or pursuant hereto (including the Dealer Agreement and the Dealer Finance Agreement) shall prove to be incorrect at any time in any material respect, or (iv) Dealer shall permit or suffer to exist any lien, claim, encumbrance or security interest in, on or against the Products or the other collateral referred to above (other than that of Vulcan), or (v) Dealer shall fail to pay, when due, any amount due to any third party in excess of \$5,000, or (vi) Dealer shall become insolvent or bankrupt, make an assignment for the benefit of creditors or consent to the appointment of a trustee or a receiver, or a trustee or a receiver shall be appointed by Dealer for any of its assets or such receiver or trustee shall be appointed without Dealer's consent and such appointment shall remain in effect for a period of thirty (30) days, or bankruptcy, reorganization or insolvency proceedings shall be authorized or instituted by Dealer or instituted against Dealer and, if instituted against Dealer shall not be dismissed for a period of thirty (30) days, then upon the occurrence of any such event, all amounts then remaining unpaid under the Obligations shall, at the

option of Vulcan, become immediately due and payable without further notice or demand, which are hereby expressly waived to the extent permitted by applicable law, and Vulcan may immediately enforce payment of the full unpaid balance by resorting to any right or remedy provided herein, any right or remedy provided in the Dealer Agreement and the Dealer Finance Agreement, any right or remedy provided to a secured party under the Uniform Commercial Code, or any right or remedy available under any applicable law, whether at law or in equity.

No waiver or consent by Vulcan of any breach or default by Dealer shall constitute a waiver of any other breach or default by Dealer, nor be a waiver of any of Vulcan's rights in respect of any subsequent breach or default by Dealer.

In addition to remedies available under any applicable law, Vulcan may sue for such unpaid balance and/or may enter any premises where the Products, or any part thereof, may be found, without notice or demand, which are hereby expressly waived to the extent permitted by applicable law, and may take possession of the Products and remove the same without incurring any liability for such removal or for any subsequent sale of the Products or any part thereof. In the event that any notice of any public or private sale of all or any part of the Products and the other collateral referred to above is required under applicable law, Dealer hereby expressly agrees that ten (10) days prior written notice of such sale shall be adequate and shall be deemed to be commercially reasonable. At the request of Vulcan, Dealer shall assemble the Products and the other collateral referred to above and make them available to Vulcan at any place designated by. Vulcan may resell the Products and the other collateral referred to above at a public or private sale and may bid at any such sale. In case of repossession and subsequent sale, Vulcan may deduct expenses for retaking, repairing, and reselling the Products or enforcing any rights or remedies hereunder or available under any applicable law, including attorneys' fees and other legal expenses, applying any sum remaining from the proceeds of sale to the reduction of the unpaid balance due under the Obligations on a pro rata basis. If the net proceeds of any such sale exceed the unpaid balance due under all of the Obligations, the sum remaining shall be paid to Dealer or to other persons claiming an interest in the Products and the other collateral referred to above. However, should the proceeds not be sufficient to pay the aforementioned expenses and unpaid balance, Dealer shall pay Vulcan the amount of such deficiency upon demand.

Vulcan shall have the right to enforce one or more remedies hereunder successively or concurrently and such action shall not operate to estop or prevent Vulcan from pursuing any further or other remedy which Vulcan may have under any

applicable law or under this Agreement. Any repossession of all or any part of the Products or any sale thereof pursuant to the terms hereof or pursuant to any applicable law shall not operate to release or discharge Dealer until full payment shall have been made of all amounts due under all of the Obligations and hereunder, including expenses and attorneys' fees. The security interest granted hereunder shall not be affected by any renewal, modification or extension of the terms of payment of any of the Obligations. No delay or failure by Vulcan to exercise any right or remedy shall impair in any manner whatsoever any of such other rights or remedies as may be available to Vulcan or be deemed to constitute a waiver of any breach or acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy by Vulcan.

6. Indemnification. Dealer agrees to indemnify and hold Vulcan harmless from and against any and all losses, damages, expenses, decrees and claims (including attorneys' fees and court costs incurred by Vulcan in exercising or enforcing its rights hereunder) which may be incurred by or asserted against Vulcan and which arise out of or pertain to the use or possession of the Products or the exercise by Vulcan of its rights and remedies hereunder in the event of any breach or default by Dealer. Any fees, taxes or other lawful charges paid by Vulcan upon failure of Dealer to make such payments in respect of the system, shall, at Vulcan's option and at Vulcan's sole discretion, become payable by Dealer to Vulcan upon demand. This Section shall survive the termination of this Agreement.

7. General Terms and Conditions. This Agreement constitutes the entire Agreement between the parties, and supersedes all other agreements between the parties with respect to the subject matter hereof, whether express or implied.

Time is of the essence with respect to this Agreement.

The rights and interest of Vulcan under this Agreement may be assigned by Vulcan and, if so assigned, the assignee shall have and be entitled to exercise any and all discretion, rights and powers of Vulcan hereunder, and all references herein to Vulcan shall include such assignee.

Dealer agrees that no transfer, renewal, extension or assignment of this Agreement or any interest hereunder or injury to or loss or destruction of the Products shall release Dealer from any obligation hereunder.

To the extent permitted by applicable law, Dealer agrees that this Agreement may be filed as a financing statement under the Uniform Commercial Code of any jurisdiction.

Any notices required or permitted to be given in respect of this Agreement shall be given in writing, by registered or certified mail, postage prepaid and return receipt requested, or by private overnight courier, with all costs prepaid and receipt of delivery requested, to the parties at their respective addresses set forth below.

The headings of this Agreement are for convenience only and in no way shall be deemed to limit or describe the rights of the parties hereunder.

J.H. WILLIAMS INDUSTRIAL PRODUCTS, INC., VULCAN TOOL DIVISION

DEALER

By execution hereof, the signer hereby certifies that he has read this Agreement.

By: Abem K. Lewis

Title: REGIONAL MANAGER

Date: 9-30-85

Charles N. Amelne
(Signature)

5110 Brookwood Rd
(Street Address)

Altoona, Pa. 15225
(City, County, State and Zip Code)

Date: 9/30/85

Mail to J.H. Williams Industrial

File with Anne Arundel County

FINANCING STATEMENT

1. ___ To Be Recorded in the Land Records.
2. ___ To Be Recorded among the Financing Statement Record.
3. ___ Not subject to Recordation Tax.
4. X Subject to Recordation Tax on an initial debt in the principal amount of \$110,077.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor's Name	Address	
Baltan, Inc.	539 Devonshire Court Severna Park, MD 21446	RECORD FEE 13.00
6. Secured Party	Address	RECORD TAX 770.00
Second National Building & Loan, Inc.	Phillip Morris Drive & Route 50 P.O. Box 2558 Salisbury, MD 21801	POSTAGE 50 #17420 0345 R01 112:05 DEC 9 '85

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in 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, 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.

1985 DEC 9 PM 12:17 ml

E. AUBREY COLLISON
CLERK13-
770-
C

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 on the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:

Baltan, Inc.

By: J. H. Roney Pres

Address where Collateral
will be located:

75 Dawson Center
Severna Park, Maryland 21146

Mr. Clerk: Please return to the secured party at the address set forth in paragraph 6 above.

SECURED PARTY:

Second National Building & Loan, Inc.

By: Michael T. McGraw

Michael T. McGraw, Assistant
Vice-President

SCHEDULE A

Real Property:

All Debtor's right, title and interest under the Lease Agreement dated April 30, 1985 between Gene Raymond Routt and Yevive Dawson Routt, Lessors, and Debtor, Lessee, for 4600 square feet in a building known as "Dawson Center", located at 75 Dawson Center, Severna Park, Maryland 21146.

Other Property:

1. Equipment
 - A. Four door beer box;
 - B. Small cocktail refrigerator;
 - C. Soda and beer cooler;
 - D. Wine box cooler;
 - E. Two safes (green, 25.6" x 22") (stainless steel, 14.5" x 12");
 - F. Two (2) data terminal cash registers;
 - G. Main counter (cash register sits on same);
 - H. Shelving and Racks; and
 - I. Four compressors.
2. Liquor license for operation of liquor store at the leasehold interest.
3. Leasehold interest in the real property 75 Dawson Center, Severna Park, Maryland 21146.
4. Use of name "Dawsons".
5. Customer List

MWSO--6

Mail to Second Title Bk

1250

LIBER - 492 PAGE 350

259511

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. 248923 recorded in
Liber 465, Folio 422 on September 7, 1983 (Date).

1. DEBTOR(S):
 Name(s) 16 VILLAGE GREEN ASSOCIATES
 Address(es) 1305 Lavall Drive, Gambrills, MD 21054

2. SECURED PARTY:
 Name MARYLAND NATIONAL BANK
 Address 10 Light Street, Baltimore, MD 21012

Person and Address to whom Statement is to be returned if different from above.
 M. Willson Offutt, IV, Esq., 80 West Street, Suite 110, Annapolis, MD 21401

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

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

8. First National Bank of Maryland
 83 Forest Plaza
 Annapolis, Maryland 21401
 Attention: Richard J. Shenos, Vice President

RECORD FEE 10.00
POSTAGE .50
405439 1237 102 114146
DEC 9 85

9. SIGNATURES.

.....

SECURED PARTY
 MARYLAND NATIONAL BANK
 By *Barbara Newell*
 Barbara Newell, Authorized Officer
 (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.

Mail to *Mid Natl Bk*

10.35



RECEIVED FOR RECORD
 ANNE ARUNDEL COUNTY
 1985 DEC 79 PM 2:44
 E. AUBREY COLLISON
 CLERK

LIDER -492 PAGE 351 UNIFORM COMMERCIAL CODE
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
 THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 391 Page No. 280
 Identification No. 219541 Dated _____

1. Debtor(s) Warren Klawans
 Name or Names—Print or Type
P. O. Box 2612 Baltimore Maryland 21215
 Address—Street No., City - County State Zip Code

2. Secured Party Sharon Building & Loan Association, Inc.
 Name or Names—Print or Type
232 North Liberty Street Baltimore, Maryland, 21201
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

RECEIVED
 POSTAGE 10.00
 .50
 #17478 C777 R01 T14:49
 DEC 9 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: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

1985 DEC 9 PM 3:24
 E. AUSLEY COLLISON
 CLERK

1050
 Mail to Sharon B & L Assn, Inc

Dated: November 8, 1985
Sharon Savings & Loan former known as Sharon Building & Loan Association, Inc.
 Name of Secured Party
[Signature]
 Signature of Secured Party
John M. Kohlway, Vice President
 Type or Print (Include Title if Company)

sent 11-22-85 Anne Wendel 10/1/85

- Not Subject to Recordation Tax - Conditional Sales Contract
- 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: Birckhead, Albert Mason T/A Birckhead Trucking
(Name or Names)
1381 Odenton Road, Odenton, Maryland 21113
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: John C. Louis Company, Incorporated
(Name or Names)
1805 Cherry Hill Road, Baltimore, Maryland 21230
(Address)

RECORD FEE 12.00
 POSTAGE .50
 #17528 C777 R01 T08:45
 DEC 10 85

3. ASSIGNEE (if any) of SECURED PARTY: Union Trust Company of Maryland
(Name or Names)
P. O. Box 1077, Baltimore, Maryland 21203 Attention #7G4273
(Address)

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

One (1) 1974 Gradall Model #G660 Rubber Tired Excavator s/n NP210490 equipped with 60" grading bucket, 36" excavating bucket, 40" pavement remover bucket plus all attachments and accessories thereto

*Not subject to Recordation Tax - Conditional Sales Contract

1200

MP

1985 DEC 10 AM 8:59
 E. AUBREY COLLISON
 CLERK

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

Mail to Union Trust Co of Md

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
Albert Mason Birckhead T/A Birckhead Trucking
 By: Albert Mason Birckhead (Title)
SOLE PROPRIETOR
(Type or print name of person signing)

SECURED PARTY:
John C. Louis Company, Incorporated
 By: George A. Chapelsky Sec/Treas
GEORGE A. CHAPELSKY
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Union Trust Company of Maryland
P. O. Box 1077, Baltimore, Maryland 21203 Attention: #7G4273

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax -Conditional Sales
- Recordation Tax of \$_____ on Contract
- 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: Taylor Utilities Inc.
(Name or Names)
482 Old Orchard Circle Millersville, MD 21108
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Chesapeake Supply and Equipment Company
(Name or Names)
8366 Washington Blvd. Savage, MD 20863
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: Union Trust Company of Maryland
(Name or Names)
P.O. Box 1077 Baltimore, MD 21203
(Address)
Attn: Commercial Equipment Finance (Address)
Dept. #7G2353

RECORD FEE 11.00
POSTAGE .50
#17529 C777 R01 T08:47
DEC 10 85

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

One (1) New Ingersoll Rand Mdl. 185 air compressor
s/n 149351.

One (1) Used John Deere Mdl. 544B wheel loader
s/n 227497T.

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT

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):
Taylor Utilities Inc.
By: [Signature] [Signature]
(Type or print name of person signing)

SECURED PARTY:
Chesapeake Supply and Equipment Company
By: [Signature]
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Union Trust Company of Maryland
Mail to: P.O. Box 1077 Baltimore, MD 21203
Attn: Commercial Equipment Finance Dept. #7G2353

11/03
1985 DEC 10 AM 8:59
E. AUBREY COLLISON
CLERK
MP

259545

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. \$ 110,000.00

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

This financing statement Dated Nov. 19th, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R.S. Pharmacy, Inc.,
Address 325 Hospital Drive, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name United Bank and Trust Company of Maryland
Address 9420 Pennsylvania Avenue, Upper Marlboro, Maryland 20772

RECORD FEE 12.00
RECORD TAX 770.00
POSTAGE .50
#17536-0777 R01 108:58
DEC 10 85

ATTN. D. Myers
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 consisting of all machinery, equipment, furniture and fixtures, now owned or hereafter acquired, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith. All inventory, raw materials, work in process and supplies now owned or hereafter acquired and proceeds thereof.

All accounts receivable now existent or hereafter created.

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)

R. S. Pharmacy, Inc.,
Matthew G. Shimoda
(Signature of Debtor)

Matthew G. Shimoda
Type or Print Above Signature on Above Line

Irwin L. Samson
(Signature of Debtor)

Irwin L. Samson
Type or Print Above Signature on Above Line

UNITED BANK AND TRUST COMPANY OF MARYLAND

William C. Pope
(Signature of Secured Party)

William C. Pope
Type or Print Above Name on Above Line

12.00
770.00
\$

Mail to United Bk + T Co of MD

mp
1985 DEC 10 AM 8:59
E. AUBREY COLLISON
CLERK

Exempt from recordation tax pursuant to Article 81, Section 277(a)(2)(ii)(5)&(6), as a financing statement used to publicize a purchase money security agreement as defined in Commercial Law Article, Section 9-107.

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 Nov. 13, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name McMillen Communications Corporation

Address #2 Village Green, Crofton, Maryland 21114

RECORD FEE 11.00
POSTAGE .50

2. SECURED PARTY

Name Quintron Corporation

Address One Quintron Way, P.O. Box 3726, Quincy, Illinois 62305

#17556 C345 R01 710:08
DEC 10 85

Douglas L. Kelly, Esq., 720 Olive St., 24th Fl., St. Louis,
Person And Address To Whom Statement Is To Be Returned If Different From Above. Missouri 63101

3. Maturity date of obligation (if any) _____

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

Transmitting and related equipment, and all proceeds, additions, replacement, insurance proceeds, accessions to and substitutions of and to any of the 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)

Franklin O. Bolling
(Signature of Debtor)

Franklin O. Bolling, Vice-Pres.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David C. Ayers, President
(Signature of Secured Party)

David C. Ayers, President
Type or Print Above Name on Above Line

Mail to Quintron Corp

1985 DEC 10 AM 10:06
E. AUBREY COLLISON
CLERK

1130

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$5,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Joan E. Leanos

150 South Street
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):

All accounts, inventory and equipment now owned or hereafter acquired by Borrower and all proceeds (cash and non-cash) of such accounts, inventory and equipment.

RECORD FEE 11.00
 RECORD TAX 35.00
 POSTAGE .50
 #08639 C237 R02 T15:49
 DEC 10 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)

[Signature]
Joan E. Leanos

Secured Party (or Assignee)

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

Mail to

[Handwritten arrow pointing up]

11.20
35.00
.50

1985 DEC 10 PM 3:48
 E. AUBREY COLLISON
 CLERK

MP

FINANCING STATEMENT

- 1. Name of Debtor: JMG DEVELOPMENT CORPORATION
Address: 1487 Tenbury Common
Annapolis, Maryland 21401
- 2. Name of Secured Party: MARYLAND NATIONAL BANK
Address: Real Estate Department
Construction Finance Section
10 Light Street
Baltimore, Maryland 21202
- 3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever 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 December 4, 1985 from Debtor to Lawrence J. Grady 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 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) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

- 4. Proceeds and products of all collateral are covered
- 5. Recordation tax on the principal sum of \$2,300,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County upon recording of the Deed of Trust.

Debtor:
JMG DEVELOPMENT CORPORATION,
a Maryland corporation

Secured Party:
MARYLAND NATIONAL BANK
NOV 26 1985 10 55 AM '85
DEC 10 85

By John M. Greco
John M. Greco
President

By Margaret T. Everett
Margaret T. Everett
Vice President

1985 DEC 10 PM 1:15
 COUNTY CLERK
 ANNE ARUNDEL COUNTY
 MARYLAND
 MP

RECORD FEE 41.00
POSTAGE .50

41.00 50

LIBER - 492 PAGE 358

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Kathleen M. Donahue

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
2. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

DLH79/k

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

PARCEL I: BEGINNING for the same at an iron pipe now set on the southwesternmost side of River County Road leading from General's Highway to Herald Harbor; and being distant North 2 degrees 13 minutes 30 seconds East 145.61 feet, North 47 degrees 05 minutes 40 seconds West 81.08 feet, North 53 degrees 36 minutes 30 seconds West 127.04 feet, North 59 degrees 55 minutes 40 seconds West 214.09 feet, and North 47 degrees 27 minutes 40 seconds West 5.06 feet from a boundary stone found at the beginning of the conveyance by Rev. Casimer Polujanski to William Coleman Rogers and Margaret B. Rogers, his wife, by deed dated January 31, 1919, and recorded among the land records of Anne Arundel County in Liber W.N.W. 9, folio 436; thence leaving said beginning point so fixed and running with the southwesternmost side of said River County Road through part of said conveyance to William Coleman Rogers North 47 degrees 27 minutes 40 seconds West 196.57 feet, and North 57 degrees 12 minutes 50 seconds West 230.69 feet to an iron pipe now set; thence leaving the southwesternmost side of said River County Road and running South 32 degrees 00 minutes 40 seconds West 325.22 feet to an iron pipe now set in the center of the Baltimore Gas and Electric Company Right of Way line as shown on a plat recorded in the land records of Anne Arundel County in Liber F.A.M. 141, folio 504; and conveyed by Margaret B. Rogers, Widow, to The Baltimore Gas and Electric Company by deed dated October 16, 1956, and recorded among the land records of Anne Arundel County in Liber G.T.C. 1074, folio 94; thence leaving said right of way line and continuing South 32 degrees 00 minutes 40 seconds West 1193.36 feet to an iron pipe now set, South 46 degrees 16 minutes West 312.35 feet to an iron pipe now set, South 52 degrees 17 minutes West 176.49 feet to an iron pipe now set, North 88 degrees 48 minutes West 197.4 feet to an iron pipe now set, South 76 degrees 58 minutes West 239.94 feet to an iron pipe now set, South 52 degrees 20 minutes West 235.27 feet to an iron pipe now set; thence continuing South 52 degrees 20 minutes West 269.05 feet to an iron pipe now set, South 32 degrees 46 minutes East 299.32 feet to an iron pipe now set, South 35 degrees 28 minutes East 211.35 feet to an iron pipe now set on the northwesternmost side of the Road to The Belvoir residence; thence running with the Northwest side of said Road South 59 degrees 09 minutes 40 seconds West 262.10 feet to an iron pipe now set; South 43 degrees 23 minutes 20 seconds West 154.61 feet to an iron pipe now set on the Southwesternmost side of the former county road; thence running with the Southwesternmost side of said County Road South 37 degrees 26 minutes 20 seconds East 205.19 feet to an iron pipe now set, South 31 degrees 17 minutes 50 seconds East 252.56 feet to an iron pipe now set, and South 8 degrees 38 minutes 20 seconds East 190.25 feet to an iron pipe now set; thence leaving said former county Road and said conveyance to William Coleman Rogers and running through part of the conveyance by Rueben J. Polujanski and Bertha A. Polujanski, his wife, to William Coleman Rogers and Margaret B. Rogers, his wife, by deed dated March 2, 1928 and recorded among the land records of Anne Arundel County in Liber W.N.W. 26, folio 184, South 42 degrees 48 minutes 40 seconds West 414.0 feet to an iron pipe now set on the northeasternmost side of General's Highway (Maryland #178) leading from Maryland Route #1 to Annapolis; thence running with the northeasternmost side of said General's Highway South 52 degrees 22 minutes 30 seconds East 292.17 feet and South 51 degrees 45 minutes 50 seconds East 1298.93 feet to an iron pipe now set; thence leaving the northeasternmost side of General's Highway and said conveyance by Rueben J. Polujanski to William Coleman Rogers and running again through part of said conveyance by Rev. Casimer Polujanski to William Coleman Rogers North 23 degrees 28 minutes 10 seconds East 1943.17 feet to an iron pipe now set, North 20 degrees 55 minutes 30 seconds East 548.55 feet, North 14 degrees 58 minutes West 1219.57 feet to an iron pipe now set; thence North 32 degrees 00 minutes 40 seconds East 492.38 feet to an iron pipe now set in the center of said Baltimore Gas & Electric Company Right of Way; thence leaving said Right of Way line and continuing North 32 degrees 00 minutes 40 seconds East 406.54 feet to the place of beginning. Containing 119.75 acres, more or less. According to a survey and plat made in November, 1960, by Edward Hall, III, Registered Land Surveyor. SAVING AND EXCEPTING therefrom deed recorded in Liber 2037 at folio 93.

PARCEL II: BEGINNING for the same at an iron pipe previously set on the northernmost side of General's Highway (Maryland Route #178) leading from Maryland Route #3 to Annapolis at the southeasternmost corner of the conveyance by Arthur J. McGinnis and wife to the Kent Narrows Land and Development Company by deed dated January 30, 1959, and recorded among the land records of Anne Arundel County in Liber G.T.C. 1270, folio 427; said beginning point also being in the last, or South 22 degrees 30 minute West 1650 foot line of the conveyance by Rueben J. Polujanski and Bertha A. Polujanski, his wife, to William Coleman Rogers and Margaret B. Rogers, his wife, by deed dated March 2, 1920, and recorded among the land records of Anne Arundel County in Liber W.N.W. 26, folio 184; and distance South 20 degrees 45 minutes West 1509.11 feet from an iron pipe found at the beginning of said line; thence leaving said beginning point so fixed and said General's Highway and running with the easternmost boundary lines of said conveyance to Kent Narrows Land and Development Company and reversely with the lines of said conveyance to William Coleman Rogers, as now surveyed and corrected for magnetic variation, North 20 degrees 45 minutes East 1509.11 feet to an iron pipe found, North 58 degrees 45 minutes East 231.0 feet to an iron pipe previously set; thence leaving the lines of said conveyance to William Coleman Rogers and running North 46 degrees 45 minutes East 411.25 feet to an iron pipe previously set at the beginning of the North 31 degrees 15 minutes East 297.0 foot line of the conveyance by Rev. Casimer Polujanski to William Coleman Rogers and Margaret B. Rogers, his wife, by deed dated January 31, 1919, and recorded among the land records of Anne Arundel County in Liber W.N.W. 9, folio 436; thence running with the lines of said conveyance by Rev. Casimer Polujanski to William Coleman Rogers as now surveyed. North 31 degrees 30 minutes East 297.0 feet to an iron pipe found, North 65 degrees 45 minutes East 181.5 feet to an iron pipe previously set, North 86 degrees 45 minutes East 548.12 feet to a boundary stone there found, North 19 degrees 45 minutes East 232.70 feet to a boundary stone there found, North 50 degrees 03 minutes East 132.4 feet to a boundary stone there found, North 77 degrees 55 minutes 30 seconds East 493.0 feet to an iron pipe found, and North 59 degrees 26 minutes East 212.9 feet to an iron pipe now set in the center of the Baltimore Gas & Electric Company Right of Way line as shown on a plat recorded in the land records of Anne Arundel County, Maryland, in Liber F.A.M. 141, folio 504, and conveyed by Margaret B. Rogers, Widow, to the Baltimore Gas & Electric Company by deed dated October 16, 1956 and recorded among the land records of Anne Arundel County in Liber G.T.C. 1074, folio 94; thence leaving said right of way line and said conveyance to the Kent Narrows Land and Development Corporation, continuing North 59 degrees 26 minutes East 435.43 feet to an iron pipe found on the westernmost side of the River County Road leading from General's Highway to Herald Harbor, thence leaving the outlines of said conveyance by Rev. Casimer Polujanski to William Coleman Rogers and running through part of said whole tract with the westernmost side of said River County Road South 9 degrees 55 minutes 40 seconds East 159.57 feet, South 25 degrees, 55 minutes 40 seconds East 113.14 feet, South 41 degrees 18 minutes 40 seconds East 136.41 feet, and South 57 degrees 32 minutes 50 seconds East 18.14 feet to an iron pipe now set; thence leaving the westernmost side of said River County Road South 32 degrees 00 minutes 40 second West 325.22 feet to an iron pipe now set in the center of said Baltimore Gas & Electric Company Right of Way Line; thence leaving said Right of Way Line and continuing South 32 degrees 00 minutes 40 seconds West 1193.36 feet to an iron pipe now set, South 46 degrees 16 minutes West 312.35 feet to an iron pipe now set, South 52 degrees 17 minutes West 176.49 feet to an iron pipe now set, North 88 degrees 48 minutes West 197.4 feet to an iron pipe now set, South 76 degrees 58 minutes West 239.94 feet to an iron pipe now set, South 52 degrees 20 minutes West 269.05 feet to an iron pipe now set; thence South 32 degrees 46 minutes East 299.32 feet to an iron pipe now set, South 35 degrees 28 minutes East 211.35 feet to an iron pipe now set in the northwesternmost side of the Road leading to the Belvoir Residence; thence running with the Northwesternmost side of said Road South 59 degrees 09 minutes 40 seconds West 262.10 feet to an iron pipe now set, South 43 degrees 23 minutes 20 seconds West 154.61 feet to an iron pipe now set on the Southwesternmost side of the former County Road; thence running with the southwesternmost side of said former County Road South 37 degrees 26 minutes 20 seconds East 205.19 feet to an iron pipe now set, South 31 degrees 17 minutes 50 seconds East 252.56 feet to an iron pipe now set, and South 8 degrees 38 minutes 20 seconds East 190.25

feet to an iron pipe now set, thence leaving said conveyance by Rev. Casimer Polujanski to William Coleman Rogers and said former County Road and running across part of said conveyance by Rueben J. Polujanski to William Rogers South 42 degrees 48 minutes 40 seconds West 414.0 feet to an iron pipe now set on the northernmost side of said General's Highway; thence running with the northernmost side of General's Highway North 52 degrees 22 minutes 30 seconds West 1591.10 feet to the place of beginning. Containing 112.52 acres, more or less. According to a survey and plat made in November, 1960, by Edward Hall, III, Registered Land Surveyor. SAVING AND EXCEPTING therefrom deed recorded in Liber 2009 at folio 75.

PARCEL III: BEGINNING for the same at a stone found at the beginning of the conveyance by Reverend Casimer Polujanski to William Coleman Rogers and Margaret B. Rogers, his wife, by deed dated January 31, 1919 and recorded among the land records of Anne Arundel County, Maryland in Liber W.N.W. 9, folio 436; said stone also being at the end of the North 36 degrees 03 minute East 726.0 foot line of the 52.5 acre parcel as shown on a plat of the Subdivision of "Part of the Leland Tract" and filed among the Plat Records of Anne Arundel County in Plat Book 9, page 40; thence leaving said beginning point so fixed and running reversely with the westernmost boundaries of said Leland Tract and also running with the lines of the above mentioned conveyance to Rogers, as now corrected for magnetic variation, South 31 degrees 31 minutes 30 seconds West 402.12 feet to an iron pipe now set in the center line of the Baltimore Gas & Electric Right of Way Line as shown on a plat recorded in the land records of Anne Arundel County in Liber F.A.M. 141, folio 504, and conveyed by Margaret B. Rogers, widow, to the Baltimore Gas & Electric Company by deed dated October 16, 1956, and recorded among the land records of Anne Arundel County in Liber G.T.C. 1074, folio 94; thence leaving said right of way line and continuing South 31 degrees 31 minutes 30 seconds West 324.68 feet to a stone there found, South 14 degrees 58 minutes East 1611.26 feet to a stone there found, North 67 degrees 09 minutes 20 seconds East 97.35 feet to a stone there found, South 57 degrees 15 minutes East 370.06 feet to a stone there found, South 26 degrees 26 minutes 50 seconds East 627.24 feet to a stone there found, South 2 degrees 57 minutes East 658.02 feet to a stone there found, South 11 degrees 52 minutes 50 seconds East 540.57 feet to a stone there found, and South 45 degrees 10 minutes 30 seconds East 540.57 feet to a stone there found, and South 45 degrees 10 minutes 30 second West 847.29 feet to an iron pipe now set in the center line of the Old Abandoned County Road leading from Crownsville to Annapolis; thence leaving the westernmost outline of the aforesaid Leland Tract and running with said County Road North 42 degrees 54 minutes 40 seconds West 77.58 feet to an iron pipe now set, North 29 degrees 06 minutes 40 seconds West 191.0 feet to an iron pipe now set, North 67 degrees 35 minutes 40 seconds West 100.04 feet to an iron pipe now set, South 26 degrees 27 minutes 20 seconds West 164.19 feet to an iron pipe now set, and South 36 degrees 57 minutes 30 drvonfd Erdy 135.40 grry yo sn iron pipe now set on the northwernmost side of the General's Highway (Maryland #178) leading from Maryland Route #3 to Annapolis; thence leaving said Abandoned County Road and running with the northernmost side of said General's Highway, as now surveyed, through part of said conveyance to William Rogers North 68 degrees 49 minutes 40 seconds West 371.34 feet, North 62 degrees 16 minutes 20 second West 336.43 feet, North 57 degrees 25 minutes 50 seconds West 141.53 feet, North 54 degrees 40 minutes 40 seconds West 154.75 feet, North 51 degrees 45 minutes 50 seconds West 586.92 feet to an iron pipe now set; thence leaving the northernmost side of said General's Highway and running across part of said whole tract conveyed to William C. Rogers North 23 degrees 28 minutes 10 seconds East 1943.17 feet to an iron pipe now set, North 20 degrees 55 minutes 30 seconds East 548.55 feet to an iron pipe now set, North 14 degrees 58 minutes West 1219.57 feet to an iron pipe now set, and North 32 degrees 00 minutes 40 seconds East 492.38 feet to an iron pipe now set in the center line of said Baltimore Gas & Electric Company Right of Way Line; thence leaving said Right of Way line and continuing North 32 degrees 00 minutes 40 seconds East 406.54 feet to an iron pipe now set on the westernmost side of the River County Road leading from General's Highway to Herald Harbor; thence running with the westernmost side of said River County Road South 47 degrees 27 minutes 40 seconds East 5.06 feet, South 59 degrees 55 minutes 40 seconds East 214.09 feet, South 53 degrees 36 minutes 30 seconds East 127.04 feet, and South 47 degrees 05 minutes 40 seconds East 81.08 feet to an iron pipe now set in the closing line of said River County Road and running with part of said closing line South 2 degrees 13 minutes 30 seconds West 145.61 feet to the place of beginning. Containing 123.08 acres, more or less. According to a survey and plat made in November, 1960 by Edward Hall, III, Registered Land Surveyor. SAVING AND EXCEPTING therefrom deed recorded in Liber 1970 at folio 525 and Liber 1757 at folio 342.

PARCEL IV: BEGINNING for the same at an iron pipe set on the northeasternmost side of the River County Road leading from General's Highway to Herlad Harbor; said beginning point being in the last, or South 0 degree 15 minute West 434.0 foot line of the conveyance by Rev. Casimer Polujanski to William Coleman Rogers and Margaret B. Rogers, his wife, by deed dated January 31, 1919, and recorded among the land records of Anne Arundel County, Maryland, in Liber W.N.W. 9, folio 436; and distance North 2 degrees 13 minutes 30 seconds East 185.17 feet from a stone there found at the beginning of said conveyance; thence leaving said beginning point so fixed and said last line of said conveyance and running with the northeasternmost side of said River County Road, as now surveyed, North 47 degrees 05 minutes 40 seconds West 56.87 feet, North 53 degrees 36 minutes 30 second West 130.53 feet, North 59 degrees 55 minutes 40 seconds, West 212.35 feet, North 47 degrees 27 minutes 40 seconds West 201.56 feet, North 57 degrees 32 minutes 50 second West 247.03 feet, North 41 degrees 18 minutes 40 seconds West 127.78 feet, North 25 degrees 55 minutes 40 seconds West 104.92 feet, and North 9 degrees 55 minutes 40 seconds West 166.60 feet to an iron pipe now set in the North 61 degrees East 1115 foot line of said conveyance to William Coleman Rogers; thence leaving teh northeasternmost side of said River County Road and running with part of said line North 59 degrees 26 minutes East 31.61 feet to the shoreline of Maynadier Creek; thence leaving said line and running with the shoreline of said Maynadier Creek, closing paralleled by the following courses and distances: South 39 degrees 29 minutes East 371.96 feet, South 70 degrees 26 minutes 216.71 feet, South 49 degrees 03 minutes East 148.87 feet, South 29 degrees 45 minutes East 250.91 feet, and South 74 degrees 01 minutes 30 seconds East 153.30 feet to intersect said South 0 degree 15 minute West 434.0 foot line first mentioned; thence leaving said shoreline and running with part of said line South 2 degrees 13 minutes 30 seconds West 145.0 feet to the place of beginning. Containing 3.36 acres, more or less. According to a survey and plat made in November, 1960, by Edward Hall, III, Registered Land Surveyor

All of the foregoing parcels collectively being described as follows:

Beginning for the same at a point on the northern right-of-way line of Generals Highway (Maryland Route 178) said point being radial and 40 feet to the right of centerline station 52 + 29.99 as shown on Maryland State Highway Administration (S.R.C.) plat 33366 dated 10 March 1966, said point also being a distance of North 16 15' 11" East 9.72 feet from the beginning of a deed from John G. Rouse, Jr. to Samuel B. Rogers and Constance B. Rogers dated 11 June 1962, recorded among the land records of Anne Arundel County, Maryland in Liber 1570, Folio 421; thence leaving said right-of-way and binding the outline of said property of Samuel B. Rogers and Constance B. Rogers, and the southern most lines of Kent Narrows Land Development Company now or formerly found among the land records of Anne Arundel County, Maryland in Liber 1649, Folio 259, the following 10 courses and distances as now surveyed:

1. North 16 15' 11" East 1499.39 feet to a iron pipe found; thence
2. North 54 15' 51" East 231.00 feet; thence
3. North 42 15' 11" East 411.25 feet; thence
4. North 27 00' 11" East 297.00 feet; thence

5. North 61 15' 11" East 181.50 feet; thence
6. North 82 16' 34" East 547.56 feet to a stone found; thence
7. North 15 20' 54" East 232.34 feet to a stone found; thence
8. North 45 26' 05" East 132.32 feet; thence
9. North 73 19' 33" East 493.64 feet; thence
10. North 54 50' 03" East 649.44 feet to a iron pipe found on the southern right-of-way line of River Road (30' wide); thence leaving said outline of Kent Narrows Land and Development Company and now binding on the Southern right-of-way line of said River Road the following eight (8) courses and distances:
 11. South 14 16' 40" East 162.31 feet; thence
 12. South 30 16' 40" East 113.15 feet; thence
 13. South 45 39' 40" East 136.06 feet; thence
 14. South 61 53' 50" East 248.56 feet; thence
 15. South 51 48' 40" East 202.11 feet; thence
 16. South 64 16' 40" East 213.88 feet; thence
 17. South 57 57' 30" East 127.12 feet; thence
 18. South 51 26' 40" East 81.14 feet to a iron pipe found on the north western most corner of the property of Charles W. McKnew recorded among the land records of Anne Arundel County, Maryland in Liber 2224, Folio 243; thence leaving said right-of-way

and binding on the western most line of said property of Charles W. McKnew the following two (2) courses and distances:

19. South 02 21' 00" East 145.61 feet to a stone found;
thence

20. South 27 07' 57" West 725.52 feet to a stone found;
thence leaving said property of Charles W. McKnew and following
the property of the Merbrand Corporation recorded among the land
records of Anne Arundel County, Maryland in Liber 2097, Folio 283
the following six (6) courses and distances:

21. South 19 22' 56" East 1608.45 feet to a stone found;
thence

22. North 62 50' 55" East 96.56 feet to a stone found;

23. South 61 44' 03" East 369.78 feet to a stone found;

24. South 30 53' 23" East 627.24 feet; thence

25. South 07 23' 33" East 658.02 feet; thence

26. South 16 18' 51" East 537.90 feet to a stone found;
thence leaving said property of Merbrand Corporation and binding
on the western most line of James Carver found among the land
records of Anne Arundel County, Maryland in Liber 227, Folio 414

27. South 40 43' 57" West 847.29 feet to a iron pipe
found; thence binding on the northern lines of a parcel of land
belonging to Bedford G. Mills the following two (2) courses and
distances:

28. North 47 40' 59" West 77.268 feet; thence

29. North 33 34' 26" West 191.00 feet to the property of
Wendell D. Sears recorded among the land records of Anne Arundel
County, Maryland in Liber 396, Folio 219 the following three (3)
courses and distances:

30. North 71 57' 02" West 99.27 feet to an iron pipe
found; thence

31. South 22 05' 08" West 164.64 feet to a iron pipe
found; thence

32. South 32 36' 08" West 125.12 feet to a point on the northern right-of-way line of Generals Highway (Maryland Route 178); thence leaving said point and binding on the northern right-of-way of Maryland Route 178 the following thirty seven (37) courses and distances as shown on Maryland State Roads Commission plats 33366, 32760, 32759, 32758, 32757 and 32756.

33. North 72 57' 24" West 226.28 feet; thence

34. 128.07 feet along the arc of a curve to the right with a radius of 2824.79 feet a chord bearing of North 71 39' 28" West 128.06 feet; thence

35. North 19 50' 27" East 45.00 feet; thence

36. North 70 09' 33" West 19.72 feet; thence

37. South 19 50' 27" West 45.00 feet; thence

38. 489.08 along the arc of a curve to the right with a radius of 2824.79 feet a chord bearing of North 64 59' 57" West a distance of 488.46 feet; thence

39. North 36 27' 59" West 7.52 feet; thence

40. North 63 02' 52" West 47.40 feet;

thence 138.55 feet along a curve to the right with a radius of 2824.79 feet a chord bearing of North 57 32' 02" West a distance of 138.53 feet; thence

41. North 48 11' 58" West 181.22 feet; thence

42. North 55 33' 21" West 200.01 feet; thence

43. North 60 32' 24" West 351.04 feet; thence

44. North 56 07' 44" West 261.46 feet; thence

45. 377.43 along the arc of a curve to the left with a radius of 43011.84 feet a chord bearing of North 56 22' 49" West a distance of 377.43 feet; thence

46. North 56 37' 54" West 361.46 feet; thence

47. North 33 22' 06" East 55.00 feet; thence

48. North 56 37' 54" West 100.00 feet; thence

49. North 62 20' 32" West 150.75 feet; thence

50. North 56 37' 54" West 100.00 feet; thence
51. North 71 33' 47" West 155.24 feet; thence
52. North 56 37' 54" West 250.00 feet; thence
53. North 54 20' 28" West 50.04 feet; thence
54. North 61 12' 20" West 25.08 feet; thence
55. North 33 22' 06" East 77.00 feet; thence
56. North 50 20' 27" West 73.01 feet; thence

57. North 64 57' 47" West 103.52 feet; thence
58. North 73 19' 51" West 104.40 feet; thence
59. North 56 37' 54" West 150.00 feet; thence
60. North 69 45' 56" West 154.03 feet; thence
61. North 34 49' 49" West 53.85 feet; thence
62. North 56 37' 54" West 50.00 feet; thence
63. North 83 11' 48" West 55.90 feet; thence
64. North 56 37' 54" West 250.00 feet; thence
65. North 39 55' 57" West 52.20 feet; thence
66. North 56 37' 25" West 49.96 feet; thence
67. North 73 21' 38" West 52.13 feet; thence
68. North 56 27' 44" West 29.99 feet to the point of beginning containing 15,361,524.46 square feet or 352.652 acres of land more or less.

Being all of the land conveyed to Samuel B. Rogers, Archibald C. Rogers and Margaret A. R. Hill from John G. Rouse, Jr., trustee by deed dated June 11, 1962 recorded in Liber 1570 Folio 418 thru 426 and as shown on a boundary survey entitled Belvoir prepared and surveyed by Greenhorne & O'Mara, Inc. dated 30 November, 1985.

Mail to Md Data BR

492-367
- 368

No's NOT USED

12-11-85

492-367

- 368

No's NOT USED

12-11-85

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)	Secured Party: NAME: <u>AVCO FINANCIAL SER</u>	FILING OFFICER NOTICE: PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.	
	ADDRESS: <u>7164 E FURNACE BR RD</u>		
	CITY & STATE: <u>GLEN BURNIE, MD 21061</u>		
DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT	ACCOUNT NO.	TAB
<u>DONALD A & PAT GRANGER</u>	<u>11-2-85</u>	<u>649100252</u>	<u>52</u>
<u>461 LONG TOWNE CRT</u>			
<u>GLEN BURNIE, MD. 21061</u>			

3274

Filed with: clerk of cert anna brandel co ANNAPOLIS, MD

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
- (c) Other (describe)

RECORD FEE 10.00
POSTAGE .50
#17737 C777 R01 T08:36
DEC 11 85

MP
1985 DEC 11 AM 9:08
E. AUBREY COLLISON
CLERK

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) Liber 456 pg 10 244995

BY A Howell (ase) Dated: 11-18, 19 85
TITLE

ACKNOWLEDGMENT COPY
Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

Mail to AVCO

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: P O BOX 997
CITY & STATE: GLEN BURNIE MD 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
GEORGE GIBMEYER		07-22-80	
104 4TH AVE		ACCOUNT NO.	TAB
GLEN BURNIE MD	21061	20900164	64

5243

Filed with: CIR CRT FOR A A CO

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters, Equipment and Accessories now or hereafter attached thereto;

(b) If checked at left, all household goods, furniture, appliances, and consumer goods of every kind and description owned at the time of the loan secured hereby, or at the time of any refinance or renewal thereof, or cash advanced under the loan agreement secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50
#17738 C777 R01 T08:37
DEC 11 85

TERMINATION STATEMENT

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

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

Libe 427 Pg 427 Id# 233534

BY Mary Boy and Susan Best
TITLE

Dated: 11/27, 19 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. 3-75)

Mail to Avco

1985 DEC 11 AM 9:08
 E. AUBREY COLLISON
 CLERK

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)	Secured Party:		FILING OFFICER NOTICE: PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.
	NAME: <u>AVCO FINANCIAL SERVICES</u> ADDRESS: <u>7164 E FURNACE BR RD</u> CITY & STATE: <u>GLEN BURNIE, MD 21061</u>		
DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
<u>LARRY & DIANE ROYSTER</u>		<u>05-23-83</u>	
<u>8225 PIONEER CIRCLE SEVERN MD 21144</u>		ACCOUNT NO.	TAB
		<u>546205725</u>	<u>25</u>

8649

Filed with: CLERK OF CRT ANNE ARUNDEL CO

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50
#17739 C777 R01 T08:38
DEC 11 85

TERMINATION STATEMENT

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

Avco Financial Services #247068 Liber 462 Page 460
(SECURED PARTY)
BY Loyce Raley Dated: 11-5-85 6-9-83 Recorded
TITLE _____

ACKNOWLEDGMENT COPY

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

19-1255 (5-81)

Mail to AVCO

1985 DEC 11 AM 9:08
E AUBREY COLLISON
CLERK

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

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

Secured Party: **AVCO FINANCIAL SERVICES**
 NAME: _____
 ADDRESS: **7164 E FURNACE BR RD**
 CITY & STATE: **GLEN BURNIE, MD**

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	
VIVIAN A GREENE		06-20-83	
723 BRIGHTON PLACE SEVERNA PARK		ACCOUNT NO	TAB
MD 21146		295903019	19

8724

Filed with: **CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD**

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
 (a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
 POSTAGE .50
 #17740 C777 R01 T08:39
 DEC 11 85

TERMINATION STATEMENT

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

Avco Financial Services Lib 464 Pg 400 Id # 248506
 (SECURED PARTY)

BY Mary Beth Solomon Asst Dated: 10/23, 19 85
 TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
 19-1255 (5-81)

Mail to AVCO

1985 DEC 11 AM 9:08
 E. AUBREY COLLISON
 CLERK

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

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

Secured Party: **AVCO FINANCIAL SERVICES**
 NAME: ~~XXXXXXXXXXXXXXXXXX~~
 ADDRESS: **7164 FURNANCE BRANCH 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	
GEORGE AND LILLIAN SMOUSE		10-22-82	
100 BLISS LANE		ACCOUNT NO.	TAB
GLEN BURNIE MARYLAND		598507471	71
21061			

Filed with: **CLERK OF COURT AA COUNTY** **MY FILE 8238**

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
1974	CHEVROLET					

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)

I HEREBY CERTIFY THAT THE FILING FEE AS REQUIRED BY THE MOTOR VEHICLE ADMINISTRATION HAS BEEN PAID IN FULL.

George M. Smouse
 GEORGE SMOUSE

RECORD FEE 10.00
 POSTAGE .50
 #17741 C777 R01 T08:40
 DEC 11 85

TERMINATION STATEMENT

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

BY AVCO (SECURED PARTY) 244823.
Joyce Kaley Dated: LIBER. 455- P6. 360, 19__

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)

Mail to AVCO

1985 DEC 11 AM 9:08
 E. AUBREY COLLISON
 CLERK

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

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

Secured Party:

NAME: AVCO FINANCIAL SERVICES
 ADDRESS: 7164 FURNACE BRANCH RD
PO BOX 997
 CITY & STATE: GLEN BERNIE MD 21061

FILING OFFICER NOTICE:
 PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES) <u>MARTY S COX AND LINDA S COX</u>		DATE OF THIS FINANCING STATEMENT <u>547408767</u>	
<u>7908 A REED COURT</u>		ACCOUNT NO.	TAB
<u>FT MEADE MARYLAND</u>	<u>20755</u>	<u>1-24-83</u>	<u>8452</u>

Filed with: CLERK OF CRT XXXXX ANNE ARUNDEL COUNTY

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
 (a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

[Handwritten Signature]

1985 DEC 11 AM 9:08
 E. AUBREY COLLISON
 CLERK

RECORD FEE 10.00
 POSTAGE .50
 #17742 CTTT R01 T08:41
 DEC 11 85

TERMINATION STATEMENT

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

AVCO Financial Service # 246010 Liber 458 PB445
 (SECURED PARTY)
 BY George Raley Dated: 11-6-85 1985
 TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
 19-1255 (5-81)

Mail to AVCO

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>7164 E FURNACE BR RD</u>		
	CITY & STATE: <u>GLEN BURNIE, MD 21061</u>		
DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT	ACCOUNT NO.	TAB
<u>NORMAN T AND BARBARA BOXWELL</u>	<u>04-22-83</u>	<u>246507888</u>	<u>88</u>
<u>8295 BROOKWOOD RD</u>			<u>8595</u>
<u>MILLERSVILLE, MD, 21108</u>			
Filed with: <u>CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD</u>			

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50
#17743 C777 R01 T08:41
DEC 11 85

[Handwritten Signature]
1985 DEC 11 AM 9:08
E. AUBREY COLLISON
CLERK

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 #247272 LIBER 461 PB.
(SECURED PARTY)
BY Jayne M. Raley Dated: 11-12-85 REC. 485 5-10-83
TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1256 (5-81)

Mail to AVCO

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)	Secured Party: NAME: <u>AVCO FINANCIAL SERVICES</u>	FILING OFFICER NOTICE: PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.	
	ADDRESS: <u>PO BOX 997</u>		
	CITY & STATE: <u>GLEN BURNIE MD</u>		
DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
<u>ARNOLD SHORTER</u>		<u>05-07-84</u>	
<u>815 GEIS BIRCLE</u>		ACCOUNT NO.	TAB
<u>GLEN BURNIE MARYLAND</u>		<u>240500535</u>	<u>35</u>

Filed with: CLERK OF CRT AA COUNTY

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
POSTAGE 50
#17744 C777 R01 108:42
DEC 11 85

[Handwritten signature]

RECEIVED THE RECORDS
1985 DEC 11 AM 9:08
E. AUBREY COLLISON
CLERK

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 252219 Book 473 Pg. 539
(SECURED PARTY) REC 4-5-84
BY Joyce Raley Dated: 11-12-85, 19
TITLE

ACKNOWLEDGMENT COPY
Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

Mail to AVCO

259558

LIBER - 492 PAGE 377

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

AA Col 3 Maturity date (if any): ~~12/31/85~~

1 Debtor(s) (Last Name First) and Address(es) Stocketts Excavating & Hauling Inc. 1174 West Central Ave. Davidsonville, MD 21035	2 Secured Party(ies) and Address(es) Motorola C & E, Inc. P.O. Box 8788 BWI Airport, MD 21263	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #17748 C777 R01 T08:47 DEC 11 85
4 This financing statement covers the following types (or items) of property: ALL MOTOROLA COMMUNICATIONS EQUIPMENT AND INVENOTRY OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR. "NOT SUBJECT TO RECORDATION TAX"		5 Assignee(s) of Secured Party and Address(es) Associates Capital Services 7240 Parkway Drive Suite 140 Hanover, MD 21076

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:

Stocketts Excavating + Hauling Inc
 By: David C. Stockett Pres
 David C. Stockett Signature(s) of Debtor(s) President
 Filing Officer Copy-Alphabetical

By: Pat Serra
 Pat Serra Signature(s) of Secured Party(ies)
 Contract Administrator

603469 Rev. 12-80

Mail to Motorola C & E Inc

MP
 RECEIVED BY REGISTER
 1985 DEC 11 AM 9:08
 E. AUBREY COLLISON
 CLERK



MARYLAND NATIONAL BANK
We want you to grow.™

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) Ruth Rider, Inc. Address(es) 161 Jennifer Street, Annapolis, MD

RECORD FEE 11.00
#17749 C777 R01 T08:47
DEC 11 85

6. Secured Party Maryland National Bank Address 6100 Executive Boulevard, Suite 500
Attention: Jo M. Stewart Rockville, MD 20852

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.

1985 DEC 11 AM 9:08
E. AUGHEY COLLISON
CLERK

(Seal)

(Seal)

(Seal)

(Seal)

Secured Party
Maryland National Bank
Jo M. Stewart (Seal)
Jo M. Stewart, 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.

Mail to Md Natl Bk

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 240788

RECORDED IN LIBER 444 FOLIO 548 & 549 ON 3/28/84 (DATE)

1. DEBTOR

Name Annapolis Motorcars, LTD
Address 240 West St.; Annapolis, Md. 21401

2. SECURED PARTY

Name Chrysler Credit Corporation
Address P.O. Box 995; Greens Farms, CT 06436
ATTN: Credit and Collection Department
Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any) _____

RECORD FEE 10.00
POSTAGE .50
#17750 C777 R01 T08:48
DEC 11 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: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>			
<p>"Amending original financing statement number <u>176783</u> dated <u>3/28/84</u> to indicate a change in secured party's address from:</p> <table border="0"> <tr> <td data-bbox="320 1752 877 1842"> <p>Chrysler Credit Corporation 1275 Summer Street Stamford, CT 06905</p> </td> <td data-bbox="883 1785 915 1819" style="text-align: center;">TO</td> <td data-bbox="921 1752 1453 1842"> <p>Chrysler Credit Corporation P.O. Box 995 Greens Farms, CT 06436</p> </td> </tr> </table>		<p>Chrysler Credit Corporation 1275 Summer Street Stamford, CT 06905</p>	TO	<p>Chrysler Credit Corporation P.O. Box 995 Greens Farms, CT 06436</p>
<p>Chrysler Credit Corporation 1275 Summer Street Stamford, CT 06905</p>	TO	<p>Chrysler Credit Corporation P.O. Box 995 Greens Farms, CT 06436</p>		

D. E. COLLISON
1985 DEC 11 AM 9:09
E. COLLISON
CLERK

Dated December 4, 1985

D. a. Ziegler
(Signature of Secured Party)

D. a. Ziegler, Branch Manager
Type or Print Above Name on Above Line

PLEASE RETURN TO:
~~CHRYSLER CREDIT CORP.~~
P. O. BOX 10015
TOWSON, MD 21204

Mail to

LIBER - 492 PAGE 380

STATE OF MARYLAND
filed with: Clerk of the Circuit Court, Anne Arundel County, Annapolis, Maryland 21401

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259561

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 November 20, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee:

Name Motorola Communications and Electronics, Inc.

Address 7230 Parkway Drive, Hanover, Maryland 21076

RECORD FEE 11.00
#17751 C777 R01 708:49
DEC 11 85

2. ~~SECURED PARTY~~ Lessor:

Name Sovran Leasing Corporation

Address P. O. Box 8765, Richmond, Virginia 23226

Attention: Susan Ladd

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) #6560-01

One (1) Xerox Model 1090 Marathon Copier, serial number M08023170, with document handler, finisher, offset catch tray, duplex, ~~reduction~~ and enlargement.
reduction

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)

Motorola Communications and Electronics, Inc.

By: Mark M. Shaklee Asst. Sec.
(Signature of ~~Debtor~~ Lessee)

Mark M. Shaklee Asst. Sec.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SOVRAN LEASING CORPORATION

By: William N. Smith, Jr.
(Signature of ~~Debtor~~ Lessor)

William N. Smith, Jr., SVP
Type or Print Above Signature on Above Line

Mail to Sovran Leasing

1985 DEC 11 9H 9:09
MP

Filed with: Clerk of the Circuit STATE OF MARYLAND
Court, Anne Arundel County, Annapolis, Maryland

259562

LIBER - 492 PAGE 381

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated November 20, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
#17754 C777 R01 708:51
DEC 11 85

1. ~~DEBTOR~~ Lessee:

Name Motorola Communications and Electronics, Inc.
Address 9200 Basil Court, Suite 213, Landover, Maryland 20785

2. ~~LESSOR~~ Lessor:

Name Sovran Leasing Corporation
Address P. O. Box 8765, Richmond, Virginia 23226
Attention: Susan Ladd
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) #6560-02
One (1) Xerox Model 1090 Marathon Copier, serial number M08021942, with document handler, finisher, offset catch tray, duplex, reduction and enlargement.
EQUIPMENT LOCATION: 7230 Parkway Drive
Hanover, Maryland 21076

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)

Motorola Communications and Electronics, Inc.

By: Kevin C. Rathgape
(Signature of ~~Debtor~~ Lessee)
Asst. Sec.

Kevin C. Rathgape
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Sovran Leasing Corporation

By: William N. Smith, Jr.
(Signature of ~~Debtor~~ Lessor)

William N. Smith, Jr., SVP

Type or Print Above Signature on Above Line

Mail to Sovran Leasing

1985 DEC 11 AM 9:09
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 Cornell Chemical & Equipment Co., Inc. XXXXX
Address 712 Evelyn Ave., Linthicum Hts., MD 21090

2. SECURED PARTY

Name European American Bank
Address 10 Hanover Square
New York, NY 10015
Attn: Legal Dept Unit #2361

RECORD FEE 11.00
POSTAGE 50
#17755 C777 R01 T08:53
DEC 11 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 PERSONAL PROPERTY NOW OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR, INCLUDING BUT NOT LIMITED TO ALL GOODS, INVENTORY, EQUIPMENT, MONEY, INSTRUMENTS, ACCOUNTS, CONTRACT RIGHTS, DOCUMENTS, CHATTEL PAPER AND GENERAL INTANGIBLES, AS THOSE TERMS ARE DEFINED IN THE UNIFORM COMMERCIAL CODE.

RECORDED
1985 DEC 11 AM 9:09
E. AUBREY COLLISON
CLERK
MP

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)

Cornell Chemical & Equipment Co., Inc.
Michael Bertino Vice Pres.
(Signature of Debtor)

Michael A. Bertino
Type or Print Above Name on Above Line

(Signature of Debtor)

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

European American Bank
Type or Print Above Signature on Above Line

Mail to European American Bank

generally use third

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) Theodore D. Wolf & Virginia Wolf 7505 Hollybrook Rd. Glen Burnie, Md. 21061	2. Secured Party(ies) and address(es) Gold Seal Bldg. & Supply Co. Inc. 414 S. Crain Hwy. Glen Burnie, Md. 21061	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #17757 C777 R01 T08:53 DEC 11 85 5. Assignee(s) of Secured Party and Address(es) Manufacturers Hanover Financial Services Inc. 6001 Montrose Rd. Suite 702 Rockville, Md. 20852
4. This financing statement covers the following types (or items) of property: Above Ground Swimming Pool		

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

x Theodore D. Wolf Theodore d. wolf
 By: x Virginia I. Wolf virginia I. Wolf (Signature(s) of Debtor(s))

Gold Seal Bldg. & Supply Co., Inc.
 By: Bradley C. Bump Bradley C. Bump (Signature(s) of Secured Party(ies))

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

Mail to Manufacturers Hanover Financial Services Inc.

1985 DEC 11 AM 9:09
 E. ALBRIGHT COLLISON
 CLERK
 MP

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

Bud Harding Contractors, Inc.

1. Debtor(s):

Name or Names—Print or Type
P. O. Box 23, Lothian, Maryland 20711

Address—Street No., City - County State Zip Code

Name or Names—Print or Type
#17761 0777 R01 708-57
DEC 11 85

Address—Street No., City - County State Zip Code

RECORD FEE = 12.00
POSTAGE .50
#17761 0777 R01 708-57
DEC 11 85

2. Secured Party:

John Deere Industrial Equipment Company

Name or Names—Print or Type

400 19th Street Moline, Ill. 61265

Address—Street No., City - County State Zip Code

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

One (1) New John Deere Model JD310B Wheel Ldr/Hoe
S/N 720468 w/24" bucket.

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 (BY): Bud Harding Contractors, Inc. SECURED PARTY:

BY: *[Signature]* Title: Pres.
(Signature of Debtor)

BY: *[Signature]* Title: Individ. John Deere Industrial Equipment
(Type or Print) (Company, if applicable)

(Signature of Debtor) /S/ John Deere Industrial Equipment Co.
(Signature of Secured Party)

Type or Print

Type or Print (Include title if Company)

TO THE FILING OFFICE: 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

Mail to

John Deere Industrial Equipment Co.

1985 DEC 11 AM 9:09
AUBREY COLLISON
CLERK
IMP

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 450 Page No. 557
Identification No. Dated

1. Debtor(s) { Elkridge Company, a Maryland general partnership
Name or Names - Print or Type
P.O. Box 8691 Baltimore-Washington 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 Maryland 21203
Address - Street No., City - County State Zip Code

3. Maturity Date (if any)

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

dw
1985 DEC 11 AM 10:19
E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE .50
#08691 C055 R02 109:50
DEC 11 85

Dated: December 2, 1985

The First National Bank of Maryland
(Name of Secured Party)

Thomas D. Knapp
(Signature of Secured Party)

Thomas D. Knapp, Vice President
Type or Print (Include Title if Company)

BS-1216D-8406
Mail to
MONUMENTAL TITLE CORPORATION
MONUMENTAL TITLE BUILDING
SEVERNA PARK MARYLAND 21146
pm

FR
BC-ASA1

No Record TAX

FINANCING STATEMENT

259569

TO BE RECORDED
IN THE LAND RECORDS []
THE FINANCING
STATEMENT RECORDS [X]
STATE DEPARTMENT
OF ASSESSMENTS AND
TAXATION []

Date: Dec. 10, 1985

- 1. NAME AND ADDRESS OF DEBTOR: HANOVER GENERAL PARTNERSHIP, a Maryland general partnership
c/o Parkway Industrial Center
2223 Parkway Drive
Suite 209
Dorsey, Maryland 21076
- 2. NAME AND ADDRESS OF SECURED PARTY: Walker & Dunlop, Inc.
1156 - 15th Street, N.W.
Washington, D.C. 20005
and
Capitol Bankers Life
Insurance Company
c/o Walker and Dunlop, Inc.
1156 15th Street, N.W.
Washington, D.C. 20005

RECORD FEE 19.00
POSTAGE .50
#08752 C237 R02 T13:14
DEC 11 85

3. PURPOSE: This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to (i) a Deed of Trust (the "Deed of Trust") of even date herewith, between the Debtor and Mallory Walker and Merrill A. Yavinsky as security for a loan made by the Secured Party to the Debtor.

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

All machinery, apparatus, equipment, fittings, fixtures, furniture, and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon the real estate described in Exhibit A hereto or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter called "Equipment")

1985 DEC 11 PM 1:14
E. AUBREY COLLISON
CLERK

19.00
-50

whether now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien evidenced hereby.

- 5. PROCEEDS: Proceeds of the collateral are covered.
- 6. RECORD OWNER: The Record Owner of the land and premises is HANOVER GENERAL PARTNERSHIP, a Maryland general partnership.

IN WITNESS WHEREOF, Assignor has executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

HANOVER GENERAL PARTNERSHIP, a Maryland general partnership

By: PARKWAY INDUSTRIAL CENTER LIMITED PARTNERSHIP, a Maryland general partnership

WITNESS:

Roberta O'Connell

By: Leslie Legum (Seal)
Leslie Legum, Managing General Partner

WITNESS:

Roberta O'Connell

By: Douglas H. Legum (Seal)
Douglas H. Legum, General Partner

Return to:

Thomas G. McGarry, Esquire
Melrod, Redman & Gartlan
A Professional Corporation
1801 K Street, N.W.
Suite 1100-K
Washington, D.C. 20006

State of Maryland) ss
County of Baltimore)

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Leslie Legum, managing general partner of PARKWAY INDUSTRIAL CENTER LIMITED PARTNERSHIP, a Maryland limited partnership, a general partner of HANOVER GENERAL PARTNERSHIP, a Maryland general partnership, who, being by me first duly sworn, did acknowledge that (s)he, as the duly authorized managing general partner of said limited partnership, executed the foregoing and annexed instrument dated December 11, 1985, in the name and on behalf of said limited partnership as general partner of said partnership, as his (her) and their free act and deed for the purposes therein contained.

Given under my hand and seal this 10th day of December, 1985.



Roberta D. Caplan
Notary Public

My Commission expires: July 1, 1986

State of Maryland) ss
County of Baltimore)

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared this date Douglas H. Legum, general partner of HANOVER GENERAL PARTNERSHIP, a Maryland general partnership who, being by me first duly sworn, did acknowledge that he as the duly authorized general partner of said partnership, executed the foregoing and annexed instrument dated December 10, 1985, in the name and on behalf of said partnership, as his and its free act and deed for the purposes therein contained.

Given under my hand and seal this 10th day of December, 1985.



Roberta D. Caplan
Notary Public

My Commission expires: July 1, 1986

THIS IS TO CERTIFY that the within Instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals for the State of Maryland.

Thomas G. McGarry, Attorney

Schedule A to Financing Statement

BEING KNOWN AND DESIGNATED as Lot 106 B as shown on a Plat entitled "Minor Subdivision of the Lot 106, Parkway Industrial Center II", which Plat is recorded among the Land Records of Anne Arundel County in Liber E.A.C. 3778, folio 289.

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): Annapolis Toyota, Inc. T/A Koons Pontiac, GMC Trucks 1107 West Street Annapolis, Md. 21401	(2) Secured Party(ies) (Name(s) And Address(es): Borg Warner Acceptance Corp. 5565 Sterrett Place Columbia, Md. 21044	No. of Additional Sheets Presented:
(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):	

(5) This Financing Statement Covers the Following types [or items] of property.
See Schedule A attached

RECORD FEE 12.00
POSTAGE .50
#17934 C040 R01 716:06
DEC 11 1995

For Filing Officer

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)
Annapolis Toyota, Inc. T/A Koons Pontiac GMC Trucks
(By) *James E. Koons*
Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees]:
Borg Warner Acceptance Corp.
(By) *John S. Romsdahl*
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)

MP
985 DE
PH 4:07
AUTOMATED COLLISION
CLEAR

(1) Filing Officer Copy - Numerical

UCC-1

Mailed to Secured Party

492-390-A SCHEDULE A

All inventory of automobiles, trucks, vans and trailers now owned or hereafter acquired by Debtor, including such chattels held for demonstration purposes and also including all inventory traded in to the Debtor and all repossessions, complete with attachments, parts, accessories and accessions to thereto and thereof; All inventory of attachments, parts and accessories to and of automobiles, trucks, vans and trailers as well as all other goods used or intended to be used in conjunction therewith; All accounts, contract rights, chattel paper and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; All equipment, wherever located, now owned or hereafter acquired by Debtor and all replacements, substitutions and accessions thereto and thereof; All reserves and all proceeds, of Debtor in the possession or control of Secured Party; and All proceeds and products of any of the foregoing whether in the form of goods, cash, instruments, chattel paper, general intangibles, accounts, contract rights or otherwise.

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) Roberts, Suzanne S. 307 Beach Dr. Annapolis, MD 21403	2. Secured Party(ies) and address(es) Yegen Associates Inc. Yegen Marine Division 23-00 Route 208 South Fair Lawn, NJ 07410	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #17950 C777 R01 T08:34 DEC 12 85
4. This financing statement covers the following types (or items) of property: Boat-1978 Tartan 37'		5. Assignee(s) of Secured Party and Address(es) Germantown Savings Bank City Line & Belmont Aves. Bala Cynwyd, PA 19004

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:

Suzanne S. Roberts
 By: *Suzanne S. Roberts*
 Signature(s) of Debtor(s)

Yegen Associates Inc.
 Yegen Marine Division
 By: *Bernadette Horvath*
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11/30

Mailed to Secured Party

1985 DEC 12 AM 8:38
 E. AUBREY COLLISON
 CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259572

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 August 8, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN W. ROGERS
Address 387 POLING HOUSE ROAD HARWOOD, MD 20776

RECORD FEE 11.00
POSTAGE .50
#17928 CTTT R01 T08:46
DEC 12 85

2. SECURED PARTY

Name GATEWAY FORD TRACTOR, INC.
Address 15410 CHRYSLER DRIVE UPPER MARLBORO, MD 20772

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 KUBOTA B6200HSE TRACTOR, SER.# 10466
1 NEW KUBOTA RC60-72H ROTARY CUTTER, SER.# 10864
1 NEW J BAR JB3 REAR BLADE. SER.# 027441

ASSIGNEE

KUBOTA TRACTOR CORP.
4444 SHACKLEFORD ROAD
NORCROSS, GA 30093

KCc #29820-835655

CHECK [X] THE LINES WHICH APPLY

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

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

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

Mailed to Secured Party

1100
1150

John W Rogers
(Signature of Debtor)

JOHN W. ROGERS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
GATEWAY FORD TRACTOR, INC.

LARRY E. GROFF, PRESIDENT
Type or Print Above Signature on Above Line

1985 DEC 12 AM 9:17
AUDREY COLLISON
CLERK

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 240461

RECORDED IN LIBER 444 FOLIO 23 ON ^{NOV.} 17 81 (DATE)

1. DEBTOR: Name James W & Carol Truett ADDRESS 18 Steele Ave Annapolis MD 21401 A A Co.
 RECORD FEE 10.00
 POSTAGE .50
 #17959 C777 R01 T08:46
 DEC 12 85

2. SECURED PARTY: Name Commercial Credit Saving & Loan ADDRESS 612 Ritchie Highway Severna Park MD 21146 A A Co

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

CHECK 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. 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"/>	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.
D. ASSIGNMENT..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)		E. OTHER..... <input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)

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

Name Commercial Credit Saving & Loan
 Address 612 Ritchie Highway Severna Park MD 21146

Dated 11/22/85 L A Whitesell
 (Signature of Secured Party)
L A Whitesell
 Type or Print Above Name on Above Line

Mailed to Secured Party

1985 DEC 12 AM 9:17
 E. AUBREY COLLISON
 CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Free State Press, Inc.
Address 79 West St Annapolis, MD 21401

2. SECURED PARTY

Name HOPKINS LEASING corp.
Address 201 Hilton Plaza Baltimore, MD 21208

RECORD FEE 11.00
POSTAGE .50
#17964 C777 R01 T08:53
DEC 12 85

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)

- one (1) A. B. Dick Model 9850 Off Set Press #001750
- one (1) A.B. DICK Model 1-9854A Color Head #90228
- one (1) A.B. DICK Model 1-3874 Spray Attachment
- one (1) MITSUBISHI Model CP50 Silver Master Plate Maker #SAD80 918T

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)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.
Type or Print Above Name on Above Line

1100
50.

Mailed to Secured Party

1985 DEC 12 AM 8:58
E. AUBREY COLLIS
MP

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259574

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

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

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

This financing statement Dated 12-2-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Don's Video Movies II, Inc.
Address 844 Ritchie Highway Suite 106 Severna Park, Md 21146

RECORD FEE 11.00
POSTAGE .50
#17969 0777 R01 T08:59
DEC 12 85

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address 1900 Sulphur Spring Road P. O. Box 7360
Baltimore Maryland 21227

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

3. Maturity date of obligation (if any) _____

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

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossession; 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

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

Donald Larkins
(Signature of Debtor)

Donald Larkins, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Paul Wokittel
(Signature of Secured Party)

Paul Wokittel, Asst Branch Manager
Type or Print Above Signature on Above Line

Mailed to Secured Party

11/98

11/98
1985 DEC 12 AM 9:19
E. AUBREY COLLISCH
CLERK

259575

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 11/16/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
POSTAGE .50
#17970 C777 R01 T09:00
DEC 12 85

1. DEBTOR

Name TRAVIS, Kenneth L. & Rosann L.

Address 4701 Kenmore Ave. #509, Alexandria, VA 22304

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second St.

Annapolis, MD 21403

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)

1973 Chris Craft 35'1" Fiberglass Hull #CCHML0130773
1973 Chris Craft Gas Twin 235HP Engines #222283W & 222435W

Home Anchorage/Winter: Annapolis, MD

Assignee:

Horizon Financial, F.A.
808 Masons Mill Business Park
1800 Byberry Rd.
Huntingdon Valley, PA 19006

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kenneth L. Travis
(Signature of Debtor)

Kenneth L. Travis
Type or Print Above Name on Above Line

Rosann L. Travis
(Signature of Debtor)

Rosann L. Travis
Type or Print Above Signature on Above Line

[Signature] AGENT
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Mailed to Secured Party

Amel Arndt Co
12-3-85

MP
1985 DEC 12 AM 9:19
E. AUBREY COLLISON
CLERK

259570

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 recording tax indicate amount of taxable debt here. \$ _____

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

This financing statement Dated 11/17/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GIUNTA, Nicholas J., Jr. & Deborah J.
Address 916 Pine View Drive, West Chester, PA 19380

RECORD FEE 12.00
POSTAGE .50
#17971 C777 R01 T09:01
DEC 12 85

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403

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

3. Maturity date of obligation (if any) _____

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

1986 34' Wellcraft fiberglass hull #WELC14651586
1986 Twin 340 HP Mercury gas engines #OA526027 & OA525943

Home anchorage/winter: Edgewater, MD

ASSICNEE:
HORIZON FINANCIAL, F.A. -
808 Masons Mill Business Pk
1800 Byberry Road
Huntingdon Valley, PA 19006

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)

Nicholas J. Giunta, Jr.
(Signature of Debtor)

Nicholas J. Giunta, Jr.
Type or Print Above Name on Above Line

Deborah J. Giunta
(Signature of Debtor)

Deborah J. Giunta
Type or Print Above Signature on Above Line

First Commercial Corporation
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

1985 DEC 12 AM 9:19
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Anne Arendt Co
12-3-85

FINANCING STATEMENT FORM UC 21

Identifying File No. 25957

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 11/18/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NESBITT, Terrence E. & Charlotte A.
Address P.O. Box 2294, Annapolis, MD 21404

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second St.
Annapolis, MD 21403

RECORD FEE 12.00
POSTAGE .50
#17972 CITT R01 T09:02
DEC 12 85

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)

1985 Gib' Sea 44'8" Fiberglass Hull #0607017126BL
1985 Perkins Diesel 50HP Engine

Home Anchorage/Winter: Annapolis, MD

Assignee:

Horizon Financial, F.A.
808 Masons Mill Business
Park
1800 Byberry Rd.
Huntingdon Valley, PA 19006

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 Debtor

Terrence E. Nesbitt
Type or Print Above Name on Above Line

Signature of Debtor

Charlotte A. Nesbitt
Type or Print Above Signature on Above Line

Signature of Secured Party

First Commercial Corporation
Type or Print Above Signature on Above Line

Mailed to Secured Party

Armed Arudel Co

12-3-85

1985 DEC 12 AM 9:20
E. AUDREY COLLISON
CLERK

~~Subject~~ (Not Subject) to Recordation Tax **FINANCING STATEMENT** Principal Amount of Debt \$ 73,000.00
This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

BORROWER(S) Name(s) (Last Name first) and Address(es): Greene, Terrell E. Nancy G. Greene 10113 Walker Lake Drive Great Falls, VA 22066	SECURED PARTY'S Name and Address MARYLAND NATIONAL BANK 326 First Street Annapolis, MD 21403
---	---

This Financing Statement covers the following types of items of property:
(Describe fully, including where applicable manufacturer's or trade name, model and year, serial number, and whether new or used)

1983 Miracle Marine 41' Trawler
Hull #OYI410650583

RECORD FEE 12.00
POSTAGE .50

Also any accessories or equipment now or hereafter attached to any of above, replacements therefor and proceeds of any of above.

#17973 0777 R01 T09:04
DEC 12 85

BORROWER(S)

SECURED PARTY:

Terrell E. Greene
Terrell E. Greene
Nancy G. Greene
Nancy G. Greene

MARYLAND NATIONAL BANK

By *[Signature]*
(Authorized Signature)
Maryland National Bank

(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 Street, Annapolis, MD...21403.....)

<p>Mailed to Secured Party</p>	<p>MP</p> <p>1985 DEC 12 AM 9:20</p> <p>E. AUBREY COLLISON CLERK</p>
--------------------------------	--

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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.

RECORD FEE 11.00
POSTAGE .50
#17977 0777 ROL TOP:10
DEC 12 85

1. DEBTOR

Name DAVID LEE MILLER
Address 5272 Chalk Point Road West River, Maryland 20778

2. SECURED PARTY XX

ASSIGNEE

SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA BALDWIN SERVICE CENTER INC.
Address 4444 SHACKLEFORD RD. 41 Defense Highway
NORCROSS, GEORGIA 30093 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)

- 1 - New Kubota Front Loader MN# 1630 SN# 3597
- 1 - New Kubota Backhoe B670 N/A

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

1985 DEC 12 AM 9:20
E. AUBREY COLLISON
CLERK

David Lee Miller
(Signature of Debtor)

DAVID LEE MILLER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

John H. Trust Corp Sec.
(Signature of Secured Party)

BALDWIN SERVICE CENTER INC.

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259580

AA 6
12.00

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Nov. 20, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Herbert H. Sullivan
Address 102 Kwethe Drive, Annapolis, Md. 21403

RECORD FEE 11.00
POSTAGE .50
#17979 C777 R01 T09:11
DEC 12 85

2. SECURED PARTY

Name Tucker Equipment Company
Address P.O. Box 340, Aberdeen, Maryland 21001

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

3. Maturity date of obligation (if any) _____

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

One Case 580 Super E Loader/Extendahoe S/N 17029430

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)

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

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
DeWitt, N.Y. 13214

Herbert H. Sullivan Owner
(Signature of Debtor) & Title

Herbert H. Sullivan
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barclay D. Tucker
(Signature of Secured Party)

Barclay D. Tucker II
Type or Print Above Signature on Above Line

1985 DEC 12 AM 9:21
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

LIBER - 492 PAGE 402

Anne Arundel County //

RECEIPT NO. _____

TERMINATION STATEMENT

Name of Debtor: Dale H. Moreland
Address: P.O. Box 97, Galesville, MD 20765

Secured Party: J. David Mullix & Sons, Inc.
Address: 14420 Howard Road, Dayton, MD 21036

Assignee: Sperry New Holland Credit Corp.
Address: Branch 10
500 Diller Avenue
New Holland, PA 17557

RECORD FEE 10.00
POSTAGE .50
#17981 C777 R01 T09:13
DEC 12 85

The Secured Party no longer claims a security interest under the Financing Statement of the above Debtor recorded in:

Anne Arundel County

Financing Statement No. 256623

Liber 485 Folio 183 No. _____

Date Filed: 5/2/85

1985 DEC 12 AM 9:21
E. AUBREY COLLISON
CLERK

Sperry New Holland Credit Corp.

Anne M. Traylor
Signed By

Finance Operations Manager
Title

1058.

Mailed to Secured Party

LIBER - 492 PAGE 403

CHATTEL MORTGAGE, SECURITY AGREEMENT
AND FINANCING STATEMENT

259582

THIS CHATTEL MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT, made and entered into this 22 day of October, 1985, by and between Shear Delight, Inc., a Maryland Corporation, hereinafter referred to as "Secured Party" and Mario Orofino and Janet Orofino, his Wife, hereinafter referred to as "Debtors."

WHEREAS, the Secured Party is the owner of a hair styling business, using the trade name of "Shear Delight" in Anne Arundel County, State of Maryland, and have contracted with the Debtors for the purchase of said business by Agreement dated October , 1985; said Secured Party has agreed to sell and the Debtors have agreed to purchase all the rights, title and interest in and to said business, including the goodwill thereof; said Debtors are willing to buy the same on the terms and conditions set forth in said Agreement of above date, a copy of which is attached here as Exhibit 1 and incorporated herein.

RECORD FEE 34.00
POSTAGE .50

WITNESS, that for and in consideration of the sum of Twenty Thousand Dollars (\$20,000.00) the said Secured Party does hereby bargain and sell unto the Debtors the following property, and said Debtors mortgage to the Secured Parties the following:

#17995 0055 R01 711:30

The business operated at the premises located at 1349 General Highway, Crownsville, Maryland, known as "Shear Delight," including the goodwill as a going concern, the keys and all other indicia of possession, stock-in-trade, fixtures, furniture and equipment, merchandise, all contracts and debts due or owing to said Corporation and all benefits and advantages which have been entered into by the

850 12 85

O'CONNOR, PRESTON,
GLENN & SMITH, P.A.

3400
R

1985 DEC 12 AM 11:31
E. AUGUSTY & COLLISON
CLEM

said Corporation or to which it may be entitled on account of or with respect to said business, and all other assets of the business which are more specifically enumerated in the attached Schedule. It is specifically noted that the trade name "Shear Delight" is not being transferred for any purpose as part of this transaction.

Debtors shall pay unto the Secured Party as the purchase price for said property the sum of Twenty Thousand Dollars (\$20,000.00). Two Thousand Dollars (\$2,000.00) in cash or by certified check to the order of the Seller upon the execution of this Agreement to be applied to the purchase price; and the balance of Eighteen Thousand Dollars (\$18,000.00) by execution and delivery of a Chattel Mortgage and/or Security Agreement in the form acceptable to the Seller, said Chattel Mortgage and/or Security Agreement to be for a period of (18) months at an annual interest rate of 0%. Payments upon said Chattel Mortgage and/or Security Agreement shall be due and payable in equal installments on the fifteenth day of each month for a period of eighteen months.

Mario Orofino and Janet Orofino, his Wife, who reside at 916 Coachway, Annapolis, Maryland, Debtors herein, hereby grant to Shear Delight, Inc., a Maryland Corporation, 301-A Crain Highway, Glen Burnie, Maryland, a security interest in all that property set forth above, and hereinafter called the "Collateral" to secure the payment and performance of the indebtedness and obligations set forth above, hereinafter called the "Obligations." Default in the payment of performance of any of the Obligations or default under any agreement evidencing any of the Obligations is a default under this Security Agreement. Upon any such default, the Secured Parties may declare

all of the Obligations immediately due and payable and shall be entitled to exercise all of the rights and remedies of the Secured Parties under the Maryland Commercial Law Code Annotated (Uniform Commercial Code). Reasonable attorney's fees of the Secured Parties incurred in enforcing any right or exercising any remedies hereunder upon default of the Debtor shall be deemed a part of the Obligations secured hereby.

It is expressly understood and agreed by and between the parties hereto that the collateral securing payment hereunder is already subject to a security interest granted by the secured party herein to Irvington Federal Savings and Loan and that said security interest constitutes a lien against said collateral having priority to the lien created hereunder.

William Merkle, Pres.

Shear Delight,, Inc.
301-A Crain Highway
Glen Burnie, Maryland
by William Merkle, President

Mario Orofino

Mario Orofino
916 Coachway
Annapolis, Maryland

Janet L. Orofino

Janet Orofino
916 Coachway
Annapolis, Maryland

DEBTOR EXPRESSLY WARRANTS AND COVENANTS:

1. The Collateral secured hereunder will be kept at 1349 General's Highway, Crownsville, Maryland.
2. Mario Orofino and Janet Orofino, his Wife, residents of Anne Arundel County, Maryland, and reside therein at 916 Coachway, Annapolis, Maryland.
3. Except for the security interest granted hereby, Debtors are the owners of the Collateral, free from any adverse lien, security interest or encumbrance, except as otherwise noted below, and Debtors will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein. Debtors will promptly notify Secured Parties of any change of Debtors' residence or in the location of the Collateral, and Debtors will not remove the Collateral from this state without written consent of the Secured Parties.
4. Debtors will not sell or offer to sell or otherwise transfer the Collateral or any interest therein without the written consent of the Secured Parties.
5. Debtors will have and maintain insurance at all times with respect to all Collateral against risks of fire, including extended coverage, theft and other such risks as Secured Parties may require, for such periods and written by such companies as may be satisfactory to Secured Parties. Proceeds of such insurance shall be payable to the Secured Parties and Debtors as their interests may appear. All policies of insurance shall provide for ten (10) days written notice of cancellation to Secured Parties. Debtors shall furnish Secured Parties with certificates of other evidence satisfactory to insured

party of compliance with the foregoing insurance provisions and Secured Parties may act as attorney for Debtors in obtaining, adjusting, settling and canceling such insurance and endorsing any drafts relating thereto.

6. Debtors will keep the Collateral free from any adverse liens, security interests or encumbrances and in good order and repair and will not waste or destroy the Collateral or any part thereof. Debtors will not use the Collateral in violation of any statute or ordinance and the Secured Parties may examine and inspect the Collateral at any time, wherever located.

7. Debtors will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation, or upon this Agreement, or upon any note or notes evidencing the obligations secured thereby. At their option, the Secured Parties may discharge taxes, liens, other security interests, or any other encumbrances at any time levied or placed on the Collateral and may pay for insurance on the Collateral and may pay for the maintenance and preservation of the Collateral. Debtors agree to reimburse the Secured Parties on demand for any payment made or any expense incurred by Secured Parties pursuant to the foregoing authorization. Until default, Debtors may have possession of the Collateral and use it in any lawful manner not inconsistent with this Agreement and not inconsistent with any policy of insurance thereon.

EVENTS OF DEFAULT

Debtors shall be in default under this Agreement upon the happening of any of the following events or conditions:

1. Default in the payment or performance of any Obligation, covenant or liability contained or referred to herein;
2. If any warranty, representation or statement made or furnished to the Secured Parties by or on behalf of the Debtor proves to have been false in any material respect when made or furnished;
3. Loss, theft, substantial damage, destruction, sale or encumbrances to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon;
4. Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property, assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor.

REMEDIES

1. Upon such default and at any time thereafter, the Secured Parties may declare all Obligation secured hereby immediately due and payable and shall have the right to exercise any and all remedies of a secured party under the Maryland Commercial Law Code Annotated (Uniform Commercial Code).
2. Secured Parties may require Debtors to assemble Collateral and make it available to the Secured Parties any place to be designated by Secured Parties which is reasonably convenient to both parties.
3. Unless the Collateral is perishable or threatens to decline speedily in value or is of the type customarily sold in a recognized market, Secured Parties will give Debtors reasonable notice of the time and place of any public sale thereof or of the time which private

sale or any intended disposition is to be made.

4. The requirements of reasonable notice shall be met if such notice is mailed postage prepaid, to the address of the Debtors as shown at the beginning of this Agreement at least five (5) days before the time of the sale or distribution.

5. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Parties' reasonable attorney's fees and legal expenses.

William Merkle Pres

Shear Delight, Inc.
301-A Crain Highway
Glen Burnie, Maryland
by William Merkle, President

Mario Orofino

Mario Orofino
916 Coachway
Annapolis, Maryland

Janet Orofino

Janet Orofino
916 Coachway
Annapolis, Maryland

INCLUDED IN SALE

Six plexiglass hydrolic styling chairs with one matching
dryer chair
reception desk, swivel chair, cash register
two shampoo chairs & two shampoo bowls
wicker settee, wicker chair & wicker fan back chair & cushions
new Kenmore washer & dryer
any and all hanging plants and plants in reception area
towel inventory
all pictures on the walls
two ceiling fans
lighted sign in front of store
six mirrors & all new counter tops
wood coat rack
two modern perm carts stocked
teak divider
all stock & inventory on shelves, in the store room, and
in cabinets over shampoo area
body waxer in shampoo area
new stereo and speakers in store room
list of suppliers of merchandise

EXCLUDED FROM SALE

Wolfe tanning bed
stereo in tanning room
fan
coffee table

Mail to

O'Connor, Boston, Mass.
E. Smith.



MARYLAND NATIONAL BANK
 We want you to grow.SM

LIBER - 492 PAGE 411

259636

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)
 Michael J. Martini Box 117
 Marie D. Martini Deale, MD 20751

6. Secured Party Address
 Maryland National Bank P.O. Box 871
 Attention: Jane C. Phillips Annapolis, MD 21404

RECORD FEE 12.00
 POSTAGE 50
 #09860 C237 R02 T13:42
 DEC 12 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.

Michael J. Martini (Seal)
Marie D. Martini (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
Jane C. Phillips (Seal)
 Jane C. Phillips
 Type name and title
 Commercial Banking Officer

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

1985 DEC 12 PM 1:43

E. AUBREY COLLISON
 CLERK

SCHEDULE A

LIBER - 492 PAGE 412

Michael J. Martini
Marie D. Martini

BFM Travel Lift Model 25
Serial #2005-1085

Mail to Maryland Natl Bank

259583

RECORD FEE 11.00
POSTAGE .50
#17908 C777 R01 T14:53
DEC 11 85

maryland national bank

FINANCING STATEMENT

- 1 To Be Recorded in the Land Records at _____
- 2 To Be Recorded among the Financing Statement Records at XXXXXX 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)
 Ventura Construction Company, Inc. 1761 Severn Chapel Road
 Crownsville, Md. 21032

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

1985 DEC 11 PM 2:56
 E. AUBREY COLLISON
 CLERK
 MP

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

Ventura Construction Company, Inc.

W.T. Caillouette (Seal)
 W.T. Caillouette - President

Secured Party
 Maryland National Bank

Maureen Konschnik (Seal)

Maureen Konschnik - Commercial Loan Officer
 Type name and title

11/30/85

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

492-414

LIBER - 492 PAGE 414

SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a
Financing Statement concerning Ventura Construction Company, Inc.

Dump Unit # 85050812 attached to 1985 GMC Dump Truck with Serial #
1GDT9E4Z1FV616578.

Dump Unit #85040637 attached to 1985 GMC Dumptruck with Serial #
1GDT9E4J4FV6232611985

Mail to Maryland Natl 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, MD.
- 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)
 Jet Blast, Inc. 7609 Energy Parkway
 Suite 101
 Baltimore, MD. 21226

6. Secured Party Address
 Maryland National Bank
 Attention: Gary W. Tyrrell 5 Crain Hwy.
 Glen Burnie, MD 21061

RECORD FEE 11.00
 POSTAGE .50
 #17909 C777 R01 T14:54
 DEC 11 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.

Jet Blast, Inc.
 By: [Signature] (Seal)
 Timothy J. Wilson, President
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
[Signature] (Seal)
 Gary W. Tyrrell, AVP

 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.

11/20

Mail to _____

1985 DEC 11 PM 2:56

E. ANDREY COLLISON
CLERK

FINANCING STATEMENT FORM UC-1

Identifying File No _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Shaw, Gareth D./Shaw, Virginia F.

Address 4801 King Court, Mitchellville, MD 21109

RECORD FEE 12.00
POSTAGE 50
NOV 27 0777 R02 T08:42
DEC 16 85

2. SECURED PARTY

Name First Commercial Corporation

Address 200 Sheffield Street

Mountainside, NJ 07092

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)

Used 1984 Seidelmann, Model 295, LOA 29'5", Off # 670330, with diesel 1984 Yanmar 15 H.P. Engine # 10257

Kept: Annapolis, MD

Assignee: Horizon Financial, F.A.
808 Masons Mill Business Complex
1800 Byberry Rd
Huntington Valley, PA 19006

Mail to _____

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gareth D. Shaw
(Signature of Debtor)

Gareth D. Shaw
Type or Print Above Name on Above Line

Virginia F. Shaw
(Signature of Debtor)

Virginia F. Shaw
Type or Print Above Signature on Above Line

Joyce L. Will
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

1200
1250

RECEIVED FROM DEBTOR
DATE OF RECEIPT: 12/16/85

1985 DEC 16 AM 9:01

E. AUGREY COLLISON
CLERK

Anne Arundel Co
12-2-85

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 240348

RECORDED IN LIBER 443 FOLIO 472 ON Nov 1 1981 (DATE)

1. DEBTOR: Name Leon R and Edith A Baginski

Address 788 Harmony Ave Arnold MD 21012 A A Co

2. SECURED PARTY: Name Commercial Credit Saving & Loan

Address 612 Ritchie Highway Severna Park MD 21146

RECORD FEE 10.00
POSTAGE 50
#09023 C777 R02 108:50
DEC 16 85

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>

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

Name Commercial Credit Saving & Loan

Address 612 Ritchie Highway Severna Park MD 21146

Mail to _____

Dated November 14 1985

L A Whitesell
(Signature of Secured Party)

L A Whitesell
Type or Print Above Name on Above Line

1985 DEC 16 AM 9:01
E. AUBREY COLLISON
CLERK

259612

LIBER - 492 PAGE 453

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)
Moore, James O. and
Moore, Carole C. (H/W)
302 LOCUST THORN CT.
MILLERSVILLE, MD. 21108

2. Secured Party(ies) and address(es)
Firemen's Insurance Company
of Newark, New Jersey
180 Maiden Lane
New York, NY 10038
c/o Financial Risk Department
Eighth Floor

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

RECORD FEE 12.00
POSTAGE .50
#09030 C777 R02 108:52
DEC 16 85

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

Mail to

Debtor's limited partnership interest in Franklin Pembroke Pines Associates, a Pennsylvania limited partnership, now owned or hereafter acquired, including, but not limited to, all of Debtor's rights and interests in said partnership and any successor partnership, in and under the partnership agreement relating thereto, and in the net profits and net losses of such partnership and any distribution by such partnership.

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:

Filed with:

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

James O. Moore
Carole C. Moore
By: *Carole C. Moore*
Signature(s) of Debtor(s)

Firemen's Insurance Company of Newark,
New Jersey
By: *Michael Hunt*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

RECEIVED
1985 DEC 16 AM 9:02
M.P.E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

LIBER - 492 PAGE 416
Identifying File No. 259585

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Wiin Health Systems International, Inc.
Address 2131 Espey Court # 16, Crofton, MD 21114

RECORD FEE 11.00
POSTAGE .50
#18113 CTTTR01 T08:32
DEC 13 85

2. SECURED PARTY

Name General Automation Inc.
Address 1045 South East Street

DATA File SERVICES Inc. 12327 Santa Monica Bl LA Ca 90025
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 computer hardware, software, and documentation which Debtor now or hereafter receives or acquires from Secured Party and the proceeds therefrom. Proceeds shall include cash, accounts receivable, chattle paper, contract rights, Negotiable and Nonnegotiable documents of title, rights of insurance and general intangibles.

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 P. Fisher
(Signature of Debtor)

Wiin Health Systems International Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

General Automation, Inc.

Type or Print Above Signature on Above Line

1985 DEC 13 AM 9:04
AUBREY COLLISON
CLERK

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) Corman Construction, Inc. 8111 Annapolis Junction Road P. O. Box 160 Jessup, MD 20794-0160	2. Secured Party(ies) and address(es) Associates Commercial Corporation 1604 Santa Rosa Rd., Suite 137 Richmond, VA 23288	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #18114 C777 R01 T08:33 DEC 13 85
4. This statement refers to original Financing Statement bearing File No. <u>258436Liber489Page461</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>9/17/85</u> 19 <u>85</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. CORRECTION OF DEBTOR NAME AND ADDRESS: Corman Construction, Inc., 8111 Annapolis Junction Road, P. O. Box 160, Jessup, MD 20794		
No. of additional Sheets presented:		

Corman Construction, Inc.

Associates Commercial Corporation

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

1050

D. E. COLLIER
CLERK
1985 DEC 13 AM 9:04
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 Higdon, Walter d/b/a Charlie's Machine Shop
Address 7218 Ritchie Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

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

RECORD FEE 12.00
POSTAGE .50
#18116-0777 R01 708:35
DEC 13 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)

Certain machinery and equipment manufactured by Sunnen Products Company including:

- 1 LBB-699 Honing Machine Serial# 24229
- 1 AG-300 Precision Gage Serial# 21887

and various tooling.

1985 DEC 13 AM 9:05
E. AUBREY COLLISON
CLERK
MP

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)

1200
50

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

Walter Higdon
(Signature of Debtor)

Walter Higdon d/b/a Charlie's Machine Shop
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

259587

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 recording tax indicate amount of taxable debt here. \$ _____

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

This financing statement Dated 11/26/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
POSTAGE .50
#18117 0777 R01 T08:36
DEC 13 85

1. DEBTOR

Name ORITT, Michael H. & Carol S.

Address 1605 Winchester Rd. Annapolis, MD 21401

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION

Address 303 Second St.

Annapolis, MD 21403

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)

1977 Durbeck DT9 48' Fiberglass Hull # DBKORITT0977
1978 Caterpillar Diesel 250HP Engine

Home Anchorage/Summer: Annapolis, MD
Home Anchorage/Winter: Miami, FL

Assignee:

Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

1200
1250

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Michael H. Oritt
(Signature of Debtor)

Michael H. Oritt
Type or Print Above Name on Above Line

Carol S. Oritt
(Signature of Debtor)

Carol S. Oritt
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

RECEIVED
1985 DEC 13 AM 9:05
E. AUBREY COLLISON
CLERK

Amesbury Co
12-3-85

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 9/19/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DIAMOND PAGE INTERNATIONAL CORPORATION
Address 713 East Genesee Street Syracuse, NY 13210

RECORD FEE 11.00
POSTAGE .50
#18119 0777 R01 T08:38
DEC 13 85

2. SECURED PARTY

Name NORSTAR BANK
Address 268 Genesee Street Utica, NY 13503

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

3. Maturity date of obligation (if any) _____

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

- (4) IBM 3274-C41 Control Units s/n #G8038, G8039, G8040, G8041
- (2) IBM 3274-C61 Control Units s/n #Y5723, Y5724

(Westinghouse Lease #8508-7350X)
Equipment located at Westinghouse Corp., Camp Mead Road,
Baltimore, MD 21240.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joyce A. Smith
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

J.P. Audley
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECEIVED
1985 DEC 13 AM 9:05
E. AUDLEY COLLISON
CLERK
MP

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 9/19/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DIAMOND PAGE INTERNATIONAL CORPORATION
Address 713 East Genesee Street Syracuse, NY 13210

RECORD FEE 11.00
POSTAGE .50
#18120 C777 R01 T08:39
DEC 13 85

2. SECURED PARTY

Name NORSTAR BANK
Address 268 Genesee Street Utica, NY 13503

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

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

IBM 3083-BX2 Processor s/n #22894

(Westinghouse Lease #8508-7341X)
Equipment located at Westinghouse Corp., Camp Mead Rd.
Baltimore, MD 21204

CHECK THE LINES WHICH APPLY

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

Joyce A. Smith
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

JR Audley
(Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1985 DEC 13 AM 9:05
MURPHY COLLISON
CLERK

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

1. Debtor(s) (Last Name First) and address(es) Backyard Boats, Inc. 222 Severn Ave. Annapolis, MD 21403 AND Woods Wharf Road Shady Side, MD 20764	2. Secured Party(ies) and address(es) BOMBARDIER CREDIT, INC. East Main Street Road Malone, New York 12953	For Filing Officer (Date, Time, Number, and Filing Office)
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4. This financing statement covers the following types (or items) of property:
All of the rights, titles and interests (whether now existing or hereafter arising or acquired from time to time) of the Debtor in, to and under all inventory, including but not limited to, all goods manufactured and/or sold by
Catalina Yachts, Inc., AND Mercury Marine Division of Brunswick Corporation, AND Coast Catamaran Corporation
the purchase of which was financed or floorplanned by Bombardier Credit, Inc. for the Debtor of whatever kind or nature, wherever located, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith and all proceeds and products thereof, and documents relating thereto.

RECORD FEE 11.00
POSTAGE .50
#18121 C777 R01 T08:40
DEC 13 85

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

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

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
Filed with: Anne Arundel County Clerk of Circuit Court NOT SUBJECT TO RECORDATION TAX

Backyard Boats, Inc. By: <u>[Signature]</u> Signature(s) of Debtor(s)	Bombardier Credit, Inc. By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
---	---

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

1985 DEC 13 AM 9:05
FILING CLERK

11/20

Mail to Bombardier Credit Inc.

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 DeSilva, Peter DBA Viking Boat Supplies
Address 320 Sixth Street, Annapolis, MD 21403

RECORD FEE 12.00
POSTAGE .50

2. SECURED PARTY

Name American Honda Finance Corporation
Address P.O. Box 160, Gardena, Ca 90247

#18124 C777 R01 T08:46
DEC 13 95

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 2,3,and 4 wheeled Honda vehicles,generators,lawnmowers,tillers,outboard motors,snowblowers,engines,water pumps,and other implements,equipment,products and goods now or hereafter acquired for which Secured Party provides financing, in whole or in part,and all accessions and parts,accessories and equipment attached thereto,together with all replacements,substitutions and additions thereto,and cash and non-cash proceeds thereof;Honda parts and cash and non-cash proceeds thereof and accounts receivable relating to Dealer's business of selling and servicing Honda products.

THIS UCC COVERS ALL OTHER LOCATIONS

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)

VIKING BOAT SUPPLIES

Peter DeSilva
(Signature of Debtor)

Peter DeSilva
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AMERICAN HONDA FINANCE CORPORATION

R. Nakamura
(Signature of Secured Party)
R. Nakamura Vp&GenMgr.

Type or Print Above Signature on Above Line

1200
50

RECEIVED
1985 DEC 13 AM 9:05
E. AUBREY COLLISON
CLERK

259532

LIBER - 492 PAGE 424

FINANCING 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):

Kim, Heui Tae
8215 Clear Water Ct.
Severn, MD 21144

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

Bostitch - Auto-Soler
5101 Fulton Ind. Blvd.
Atlanta, GA 30336

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

RECORD FEE 11.00
#18126 C777 R01 T08:48
DEC 13 85

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

Not Subject to Recordation Tax - Conditional Sales Contract Acct. #KI2236
Indebtedness \$15,550.20 - County of Debtor's Residence, Anne Arundec

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

Filed with:

This instrument prepared by

Heuitae Kim

Bostitch - Auto-Soler

By:

Heuitae Kim

Signature(s) of Debtor(s)

By:

Mary Daniell

Signature(s) of Secured Party(ies)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Filing Officer Copy—Alphabetical

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.

Dated:

19

By:

(Signature of Secured Party or Assignee of Record - Not Valid until signed)

Filing Officer Copy—Acknowledgment—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.

11.00
50.

1985 DEC 13 AM 9:05
COLLISON

259593

LIBER - 492 PAGE 425

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): MR. GOODBUYS CORPORATION 5724 Governor Ritchie Hwy. Brooklyn Park, MD 21225	2. Secured Party(ies) Name(s) and Address(es): PROVIDENT NATIONAL LEASING CORPORATION Broad & Chestnut Streets Philadelphia, PA 19101		4 For Filing Officer: Date, Time, No. Filing Office RECORD FEE 11.00 #18127 C777 R01 T08:50 DEC 13 85
5. This Financing Statement covers the following types (or items) of property: SEE ATTACHED SCHEDULE "A"			6. Assignee(s) of Secured Party and Address(es): <i>MS</i>
<input type="checkbox"/> Products of the Collateral are also covered		8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records	7. <input type="checkbox"/> The described crops are growing or to be grown on.* <input type="checkbox"/> The described goods are or are to be affixed to.* <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on.* *(Describe Real Estate in Item 8.)
9. Name of a Record Owner		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	
No. & Street	Town or City	County	Section Block Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or Clerk of the Circuit Court of Anne Arundel Cty. already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State			
By <u>Richard Dorfman</u> <i>RD</i> President - Finance		By <u>Tracy M. Kalberer</u> <i>TK</i> Debtor's Representative	
MR. GOODBUYS CORPORATION		PROVIDENT NATIONAL LEASING CORPORATION	
(1) FILING OFFICER COPY - NUMERICAL			
(3/83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania			

EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

LIBER - 492 PAGE 426

Page 10 of 11

Forming a part of documents related to equipment lease agreement number 1709.01

Between MR. GOODBUYS CORPORATION
 Lessee and PROVIDENT NATIONAL LEASING CORPORATION

Quantity Manufacturer Description

LOCATION

5724 Governor Ritchie Highway
 Brooklyn Park, MD 21225

QUANTITY	TYPE	MODEL	DESCRIPTION	SERIAL NUMBERS
3	3180	210	Display Stations	_____ , _____
2	5210	BL	Barcode Printers	_____ , _____ e
2	5220	MP	Store Printers	_____ , _____

Mail to _____

INITIAL
M

259531

LIBER - 492 PAGE 427

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 11/22/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RUTLEDGE, William N. and Helen L.
Address 1319 West 10th Street, Wilmington, DE 19806

RECORD FEE 12.00
#18130 0777 R01 708:53
DEC 13 85

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

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

3. Maturity date of obligation (if any) _____

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

1981 40' Silverton Mainship Fiberglass Hull #MPC01032M81H40T
1981 Twin 160 HP Perkins Diesel Engines #TU700270591999, TU700270595594

First Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

Mail to _____

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

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

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

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

William N. Rutledge
(Signature of Debtor)

William N. Rutledge
Type or Print Above Name on Above Line

Helen Rutledge
(Signature of Debtor)

Helen L. Rutledge
Type or Print Above Signature on Above Line

[Signature] AGENT
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

MP
1985 DEC 13 AM 9:06
E. AUGREY COLLISON
CLERK

Anne Arndell Co
12-5-85

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):

Name or Names—Print or Type
 209 New Jersey Ave NE Hendersonville 21061
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

RECORD FEE 12.00
 POSTAGE .50
 #18131 0777 R01 108:5-4
 DEC 13 85

2. Secured Party:

Name or Names—Print or Type
 4524 Reisterstown Rd Baltimore 21215
 Address—Street No., City - County State Zip Code

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

Globe slicer Model 500C S/N 566666
 NCI Scale Model 3200 S/N ~~566666~~ FNT 51909

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):

 (Signature of Debtor)

SECURED PARTY:

J & B KAHN, INC.
 T/A GLOBE SLICING MACH. & EQUIP.
 4524 REISTERSTOWN ROAD
 BALTIMORE, MARYLAND 21216

Type or Print

 (Signature of Debtor)

(Company, if applicable)
 Barry J Kahn Pres
 (Signature of Secured Party)

Paul Nalley Pres
 Type or Print

Barry J. KAHN Pres.
 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

J & B KAHN, INC.
 T/A GLOBE SLICING MACH. & EQUIP.
 4524 REISTERSTOWN ROAD
 BALTIMORE, MARYLAND 21216

Mail to _____

1985 DEC 13 AM 9:06
 E. AUBREY COLLISCH
 CLERK

492-429

No. NOT USED

12-13-85

259597

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

James O. Clayton

490 Patuxent Road #47
Odenton, Maryland 21113

RECORD FEE 11.00
POSTAGE .50
#18139 C777 R01 T09:09
DEC 13 85

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

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

New 1986 Liberty Homes, Inc. "Super Supra" Mobile Home
K45604, 56 X 14, Serial # 08-L-56926

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

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

Debtor

Secured Party

JAMES O. CLAYTON

THE BANK OF BALTIMORE

BY

S. C. Geland

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, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

Mail to Bank of Baltimore

STATE OF MARYLAND
DEPARTMENT OF REVENUE

1985 DEC 13 AM 9:22

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Michael A. Borgese

J & J Mobile Court, #3
Annapolis Road
Odenton, MD 21113

AACB

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

RECORD FEE 11.00
POSTAGE .50
#18140 C777 R01 T09:10
DEC 13 85

11/30

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

New 1984 Imperial 70x14, Serial #84100, Model-Regal

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

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

Debtor

Secured Party

Michael A. Borgese

MICHAEL A. BORGESE

THE SAVINGS BANK OF BALTIMORE

BY M. C. Gaudand

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.

MP

RECORDED
INDEXED

1985 DEC 13 AM 9:22

E. AUBREY COLLISON
CLERK

Mail to Savings Bank of Balto

FINANCING STATEMENT

259599

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
James R. Lufsey	Parkway Village 14 S. Bruce St. Laurel, Md. 20707

AA Co.

RECORD FEE 11.00
POSTAGE 50
#18141 C777 R01 T09:10
DEC 13 85

SECURED PARTY

THE 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).

1 new 1986 DeRose serial 25906 44 x 24

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.

11/80



Debtor

Secured Party

James R. Lufsey
JAMES R. LUFSEY

THE BANK OF BALTIMORE

BY *S. C. Garland*

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

PCS0847

Mail to Bank of Balto.

MP

RECEIVED
BALTIMORE COUNTY
1985 DEC 13 AM 9:22
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

259600

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Carl L. Cruise, Jr.
Asa R. Martin
Mary E. Martin

7398 S. Eldon Court
Hanover, Maryland 21076

AA-CO

RECORD FEE 13.00
POSTAGE .50
#18142 C777 R01 T09:11
DEC 13 85

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201



B39

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

New 1986 Liberty Homes, Inc., Supra Mobile Home G45601
56 X 14, Gray/White, Serial # 08-L-56789

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

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

Debtor

Secured Party

Carl L. Cruise Jr.
CARL L. CRUISE, JR.

THE BANK OF BALTIMORE

Asa R. Martin
ASA R. MARTIN

BY J. C. Garland

Mary Elizabeth Martin
MARY ELIZABETH MARTIN

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, Inc., which has been assigned to The Bank of Baltimore.

PCS 0847

Mail to Bank of Balto.

RECEIVED IN DEPT. OF COURT
1985 DEC 13 AM 9:22
E. AUDREY COLLISON
CLERK
MP

FINANCING STATEMENT

259601

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Gerald E. Moore
Sandra M. Moore

490 Patuxent Road #63
Odenton, Maryland 21113

AA Co

RECORD FEE 12.00
POSTAGE .50

#18143 0777 R01 T09:11
DEC 13 85

SECURED PARTY

THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

1208

1. This Financing Statement covers the following types (or items) of property (the collateral).
1986 Liberty Homes, Leader, B47028 Mobile Home, 70 X 14 Brown, Serial # 08-L-56862
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

Debtor

Secured Party

x *Gerald E Moore*
GERALD E. MOORE
Sandra M Moore
SANDRA M. MOORE

THE BANK OF BALTIMORE
BY *M. C. Leland*

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, Inc. _____, which has been assigned to The Bank of Baltimore.

PCS 0847

MP

1985 DEC 13 AM 9:22

REGISTERED COLLISION

Mail to *Bank of Balto*

FINANCING STATEMENT

COPY FOR FILING

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

Record in:

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

NAME	Street	City	State
I. Debtor(s)			
Photo Quick Limited Partnership t/a One Hour Moto Photo	6720 F Governor Ritchie Highway	Glen Burnie	Maryland 21061

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

RECORD FEE
 POSTAGE 13.00
 #18207 C237 R01 T11:46
 DEC 13 85

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:

6720 F Governor Ritchie Highway
 Glen Burnie, Maryland 21061

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: John M. Borak
 Type Name John M. Borak
 Title Senior Vice President

Photo Quick Limited Partnership
 t/a One Hour Moto Photo
 By: Richard A. Schuman
 Richard A. Schuman, President

 Type or Print Name and Title of Each Signature

Mail to Suburban Bank

RECEIVED FOR RECORD
 ANNE ARUNDEL COUNTY

1985 DEC 13 AM 11:48

E. AUBREY COLLISON
 CLERK

12.50

FINANCING STATEMENT

259603

1. Name of Debtor: SOUTHGATE SHOPPING CENTER
JOINT VENTURE
Address: 944 Equitable Building
Baltimore, Maryland 21202
2. Name of Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION
Address: 100 South Charles Street
Baltimore, Maryland 21201
Attn: Joseph V. Prado,
Vice President

RECORD FEE 17.00
POSTAGE .50
#18320 C777 R01 716:19

DEC 13 85

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

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in an Indemnity Deed of Trust dated December 11, 1985, from Debtor to Mark F. Simendinger and Joseph V. Prado, Trustees, which Indemnity Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtor's right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtor, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Indemnity Deed of Trust, including but not limited to, all rights to insurance and condemnation proceeds.

MP
1985 DEC 13 PM 4:21

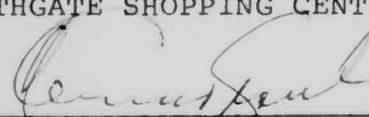
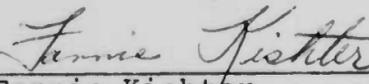
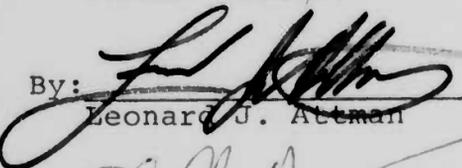
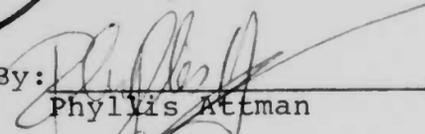
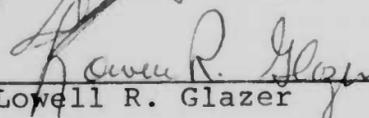
1700
1 of 2

E. ANNELY COLLISON
CLERK

4. Proceeds and products of the collateral are also covered.
5. The Debtor certifies that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

SOUTHGATE SHOPPING CENTER JOINT VENTURE

By:  (SEAL)
Albert KishterBy:  (SEAL)
Fannie KishterBy:  (SEAL)
Leonard J. AttmanBy:  (SEAL)
Phyllis AttmanBy:  (SEAL)
Lowell R. GlazerBy:  (SEAL)
Harriett Glazer

GENERAL PARTNERS

DATED: December 11, 1985

(Mr. Clerk: Return to Diane Hewes
Miles & Stockbridge
10 Light Street, Suite 1900
Baltimore, Maryland 21202

Mail to _____

PLEASE RECORD WITH: State Department of Assessments and Taxation
Baltimore City Financing Statement Records
Anne Arundel County Financing Statement
Records
Anne Arundel County Land Records

File with Anne Arundel County

259606

LIBER - 492 PAGE 433

FINANCING STATEMENT

RECORD FEE 12.00
RECORD TAX 420.00
POSTAGE .50
#18213 C777 R01 T12:04
DEC 13 85

- 1. To Be Recorded in the Land Records.
- 2. To Be Recorded among the Financing Statement Record.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$60,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s)	Address(es)
Donald P. Carter trading as Sparks Tune-Up	467 Severnside Drive Severna Park, Maryland 21146

6. Secured Party	Address
First National Bank of Maryland	8116 Ritchie Highway Pasadena, Maryland 21122

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in 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

MP
1985 DEC 13 PM 12:08
E. AUBREY L. COLLISON
CLERK

1200
4200
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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.

DEBTOR:

SECURED PARTY:

FIRST NATIONAL BANK OF
MARYLAND

By: Donald P. Carter
Donald P. Carter

Gail L. Zickafoose
Gail L. Zickafoose
Senior Regional Marketing Officer

Address where Collateral
will be located:

8201 Ritchie Highway
Pasadena, Maryland 21122

Mr. Clerk: Please return to Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street,
Annapolis, Maryland 21401.

MWO-A-1

Mail to _____

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

LIBER - 492 PAGE 440

FINANCING STATEMENT

259607

1. Debtor:
RICHARD K. TEMPLETON

Address:
5 Boone Trail
Severna Park, Maryland 21140

2. Secured Party:
SECOND NATIONAL BUILDING
& LOAN, INC.

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

RECORD FEE 13.00
POSTAGE .50
#18269 C777 R01 T15:05
DEC 13 85

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(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, 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 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.

1985 DEC 13 PM 3:17

E. AUBREY COLLISON
CLERK

13⁰⁰

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust, Unconditional Assignment of Rents and Leases executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor:



RICHARD K. TEMPLETON (SEAL)

Dated: NOV 27, 1985

MR. CLERK: Return to:

Edward O. Wayson, Jr., Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

LIBER - 492 PAGE 442

SCHEDULE A

ALL THOSE LOTS OF GROUND situate in Anne Arundel County, Maryland being Lots 9 & 11 of Block 6, on Melvins Plat of West Annapolis, duly recorded in Liber SH No. 41, folio 130, of the Land Records of Anne Arundel County and described as follows: BEGINNING on the east side of Annapolis Street, 100 feet from Severn Avenue and running Southeast with said Street 100 feet; thence at right angles with said Street 150 feet Northeasterly; thence Northwesterly 100 feet; thence Southwesterly 150 feet to the place of beginning. Conatining 15,000 square feet. And as further shown and described on a plat recorded among the Land Records of Anne Arundel County, Maryland in Liber 3780, folio 703.

Mail to

Edward C. Wagoner

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

LIBER - 492 PAGE 443

259603

FINANCING STATEMENT

1. Debtor:
FRANCIS X. BREWIS and
PATRICIA G. BREWIS, his wife
and
JOHN G. BREWIS and
CATHERINE BREWIS, his wife

Address:
c/o Francis X. Brewis
923 Juliet Lane
Arnold, Maryland 21012

2. Secured Party:
SECOND NATIONAL BUILDING
& LOAN, INC.

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

RECORD FEE 16.00
POSTAGE 8.50
#18264 C777 R01 T15:01
DEC 13 85

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, 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; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

RECORD FEE 16.00
POSTAGE 8.50
#18264 C777 R01 T15:02
DEC 13 85

(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, 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 for the taking

DEC 13 85

1965 DEC 13 PM 3:17

E. AUBREY COLLISON
CLEAR

1050

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 licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust, executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland.**

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A.**

Debtor: *AKA Francis X. Brewis*

Francis X. Brewis (SEAL)
FRANCIS X. BREWIS

Patricia G. Brewis (SEAL)
PATRICIA G. BREWIS

John G. Brewis (SEAL)
JOHN G. BREWIS

Catherine D. Brewis (SEAL)
CATHERINE BREWIS

Dated: December 4, 1985

MR. CLERK: Return to:

Edward O. Wayson, Jr., Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

SCHEDULE "A"

BEING KNOWN AND DESIGNATED as Lot Nos. 5 and 6, Block 19, as shown on the Plat of Glenmore, Section 5, which plat is recorded among the land records of Anne Arundel County, Maryland in Plat Book No. 24, folio 18.

SAVING AND EXCEPTING from the above described property, lot of ground that was taken by Anne Arundel County in Inquisition-Law C-7385, recorded among the land records of Anne Arundel County in Liber WGL 2664 folio 321 and described as follows, that is to say:

BEGINNING for the same at a point on the northernmost right-of-way line of Burwood Avenue, as laid out 40 feet wide, said point also being the southwestern lot corner of Lot 6, Block 19, as shown on a plat of Glenmore, Section No. 5, recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 24, folio 18, thence running with part of the westernmost lot line of Lot 6, as corrected to the Maryland State Grid Meridian, (1) N 03° 41' 54" W 9.14 feet, thence leaving said westernmost lot line and running for the newly established right-of-way line for Burwood Road the following two (2) courses and distances, (2) In a curve to the left having a radius of 778.51 feet, a length of arc of 21.67 feet and being subtended by a chord of N 89° 49' 57" N 21.67 feet, thence (3) N 89° 02' 06" N 105.76 feet to intersect the easternmost lot line of Lot 5 of Block 19, as shown on the aforementioned plat of Glenmore, thence running with part of the said easternmost lot line of Lot 5, (4) S 01° 52' 06" W 2.78 feet to intersect front or southernmost lot lines of Lots 5 through 28 of Block 19, as shown on the aforementioned plat of Glenmore, the said front lot lines also being the northernmost right-of-way line of Burwood Avenue, thence running with the said front lot lines of Lots 5 through 28 and the said northernmost right-of-way line of Burwood Avenue, (5) S 86° 18' 06" W 127.00 feet to the place of beginning. Containing 0.017 acres of land, more or less.

Mail to

Second Nat'l Bldg.

259625

NO RECORDATION TAX

LIBER - 492 PAGE 446

FINANCING STATEMENT

STATE OF MARYLAND

This Financing Statement dated the 12th day of December, 1985, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: Miti, Inc., by Myong Cha Graham, President

Address: 1680 Annapolis Road, Odenton, Maryland 21113

2. SECURED PARTY

Name: Mi Cha Hughes

Address: 8297 Pioneer Circle, Severn, Maryland 21144

3. SECURED PARTY

Name: So Ah Lee

Address: 8297 Pioneer Circle, Severn, Maryland 21144

4. Person and address to whom Statement is to be returned if different from above, c/o Leon W. Berg, Esquire, 10 E. Eager Street, Baltimore, Maryland 21202, 727-2425.

5. This Financing Statement covers the following types (or items) of property referred to as "Collateral:"

A continuing security interest in and to the following property of the Debtor:

(a) All present and future accounts, contract, contract rights, open accounts receivable, book debts, notes, drafts, bills, acceptances, instruments, chattel paper and other choses in action of the Debtor, existing at closing or thereafter created during the term of the Security Agreement between Debtor and Secured Parties (hereinafter referred to as the "accounts") and in and to any and all products and proceeds of said accounts;

RECORD FEE 11.00
POSTAGE .50
#09012 C040 R02 T16:00

DEC 13 85

1985 DEC 13 PM 4:01

E. AUBREY COLLISON
CLERK

1/2 3

and

(b) All present and future inventory and supplies of Debtor as raw materials, goods in process and finished goods and in and to any and all products and proceeds thereof, regardless of the date of acquisition; and

(c) All general intangibles as defined in Section 9-106 of the Commercial Law Volume, Maryland Annotated Code; and

(d) The alcoholic beverage license on the premises known as 1680 Annapolis Road, Odenton, Anne Arundel County, Maryland 21113.

It is further understood and agreed that the security interest of the Secured Parties shall extend to the proceeds of any disposition or sale of the Collateral, whether made by act or by operation of law and whether the same come into the possession of the Debtor or not.

6. Such Collateral as are or may become fixtures as affixed or are to be affixed to the building located at 1680 Annapolis Road, Odenton, Anne Arundel County, Maryland 21113.

ATTEST:

MITI, INC.



Joseph P. Alamiat
CORPORATE SECRETARY

By: Myong Cha (SEAL)
MYONG CHA GRAHAM, DEBTOR

Leon Deje
WITNESS

MI CHA HUGHES (SEAL)
MI CHA HUGHES, SECURED PARTY

Leon Deje
WITNESS

SO AH LEE (SEAL)
SO AH LEE, SECURED PARTY

Mail to Ira J. Hargrave

File with Anne Arundel County

LIBER - 492 PAGE 448

FINANCING STATEMENT

259610

1. ___ To Be Recorded in the Land Records.
2. X To Be Recorded among the Financing Statement Record.
3. X 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 Clerk of the Circuit Court of Anne Arundel County.

5. <u>Debtor(s) Name(s)</u> Walrus, Ltd., Inc. t/a Griffin's James R. Deckman Melvin Hyatt Nicholas J. Kallis	<u>Address(es)</u> 3754 Patuxent River Road Davisonville, Md. 21035
---	---

6. <u>Secured Party</u> Equitable Bank, N.A. Att: Bonnie Edwards	<u>Address</u> 60 West Street Annapolis, Md. 21401
--	--

POSTAGE
#18317 C040 R01 T16:14
1985

7. This Financing Statement covers and Debtors hereby grant to the Secured Party a security interest in 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.

H. Other. All of the property of each Debtor described on Exhibit C 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 on the real estate described on Exhibit A attached hereto and made a part hereof by reference.

9. This Financing Statement is in addition to and not in lieu of Financing Statements previously filed in favor of secured party.

DEBTORS:
WALRUS LTD., INC.

ADDRESS WHERE COLLATERAL
WILL BE LOCATED:

20,22 & 24 Market Space
Annapolis, Maryland 21401

BY: [Signature]
James R. Deckmen, Pres.

RECORD FEE 17.00
POSTAGE .50
#18318 C040 R01 T16:14
DEC 13 85

[Signature]
James R. Deckman

[Signature]
Melvin Hyatt

[Signature]
Nicholas J. Kallis



12th #

Mr. Clerk: Please return to M. Willson Offutt, IV, Esquire
P. O. Box 868, Annapolis, Maryland 21404

Liquor License No. 0132 issued April 4, 1985 to James R. Deckman, Melvin Hyatt and Nicholas J. Kallis t/a Griffins k/a Walrus LTD, Inc.

STATE OF MARYLAND
ALCOHOLIC BEVERAGES LICENSE
LICENSING YEAR 1984-1985

Transfer:

B-4.X. a Rest 0132
 Bwl

CITY OF ANNAPOLIS,
 Anne Arundel County:

THIS IS TO CERTIFY, that James R. Deckman, Melvin Hyatt, and Nicholas J. Kallis
t/a GRIFFIN'S k/a WALRUS, LTD., INC.,

~~XXXXXX~~ 20-22-24 Market Spece, Annapolis, Maryland

is licensed by the State of Maryland and the City of Annapolis to keep for sale and to sell alcoholic beverages according to the provisions of law for the class and for the type of alcoholic beverage license at the annual license fee checked as follows:

CLASSES OF LICENSES AND FEES FOR TYPES OF LICENSES

	BEER	BEER & LIGHT WINE	BEER, WINE & LIQUOR
— Class A-1, off sale	— \$220.00	— \$ 550.00	— \$ 990.00
— Class A-1.b, off sale, wine tasting	—	— \$ 700.00	— \$1140.00
— Class A-2, off sale	— \$270.00	— \$ 700.00	— \$1250.00
— Class A-2.b, off sale, wine tasting	—	— \$ 850.00	— \$1400.00
— Class B-1, restaurant	— \$150.00	— \$ 350.00	— \$ 550.00
— Class B-1.X, restaurant	— \$250.00	— \$ 600.00	— \$ 880.00
— Class B-2, restaurant	— \$225.00	— \$ 425.00	— \$ 650.00
— Class B-2.X, restaurant	— \$325.00	— \$ 675.00	— \$ 980.00
— Class B-3, restaurant	— \$200.00	— \$ 550.00	— \$ 850.00
— Class B-3.a, restaurant	— \$250.00	— \$ 650.00	— \$1070.00
— Class B-3.X, restaurant	— \$300.00	— \$ 800.00	— \$1180.00
— Class B-3.X.a, restaurant	— \$350.00	— \$ 900.00	— \$1400.00
— Class B-4, restaurant	— \$350.00	— \$ 700.00	— \$1100.00
— Class B-4.a, restaurant	— \$400.00	— \$ 800.00	— \$1320.00
— Class B-4.a.b, restaurant	— \$420.00	— \$ 840.00	— \$1420.00
— Class B-4.X, restaurant	— \$450.00	— \$ 950.00	— \$1430.00
<u>XX</u> Class B-4.X.a, restaurant <u>\$1.00</u>	XXXXXX	— \$1050.00	<u>XX</u> \$1650.00
— Class B-4.X.a.b, restaurant	— \$520.00	— \$1090.00	— \$1750.00
— Class C, club	— \$330.00	— \$ 550.00	— \$ 770.00
— Class D-1, tavern	— \$330.00	— \$ 600.00	— \$ 900.00
— Class D-1.a, tavern	— \$490.00	— \$ 800.00	— \$1210.00
— Class D-1.a.b, tavern	— \$540.00	— \$ 875.00	— \$1335.00
— Class E-1, hotel	— \$300.00	— \$ 700.00	— \$1000.00
— Class E-1.a, hotel	— \$400.00	— \$ 850.00	— \$1200.00
— Class E-1.a.b, hotel	— \$440.00	— \$ 900.00	— \$1275.00
— Class E-1.X, hotel	— \$450.00	— \$ 950.00	— \$1450.00
— Class E-1.X.a, hotel	— \$550.00	— \$1100.00	— \$1650.00
— Class E-1.X.a.b, hotel	— \$590.00	— \$1150.00	— \$1725.00
— Class F, yacht club	— \$550.00	— \$1100.00	— \$1650.00
— Class C, special one day	— \$ 5.00	—	— \$ 15.00

\$1.00LA
 C04AACC 4-04-852030

Effective April 4, 1985 Through April 30th, 1985
 Cost of License \$ 1.00 Date of Issuance April 4, 1985

E. Aubrey Collison

Clerk of the Circuit Court for Anne Arundel County

PARCEL NO. 1 Owned by Sophie Kramer Roth:

BEGINNING at the North corner formed by the intersection of Fleet Street with Market Space and being the corner of the three story brick building now a tavern formerly owned by Joseph S. M. Basil and running with the fronting on said Market Space North 41 degrees 15' East 26 feet; thence at right angle with said Market Space and parallel with said Fleet Street North 49 degrees West 51 feet 7-1/2 inches; thence at right angles to last mentioned line in a northeasterly direction 32 feet 8 inches; thence at right angles to said last line West 18 feet 4-1/2 inches; thence South 38 degrees West 58 feet 6 inches to the line of Fleet Street; thence with the line of Fleet Street South 49 degrees East 67 feet to the place of beginning. The premises are known as 24 Market Space, Annapolis, Maryland.

TOGETHER with all buildings and improvements thereon, and all rights, ways, alleys, and appurtenances thereunto belonging or in anywise appertaining; and together with all Lessors' right, title and interest in and to all sidewalks, alleys, and street spaces abutting the demised premises; and especially together with a right of way in, through, over and out of the alley leading from Fleet Street in a northeasterly direction of the property hereby conveyed and a lot of ground with four frame houses formerly belonging to the estate of Joseph S. M. Basil on said Fleet Street. The said right of way having been granted for the ingress and egress of Edward J. Kramer and Sophie Kramer, his wife, their heirs and assigns and the heirs and assigns of the survivor to and from the land adjacent to the brick building standing on the lot hereby conveyed.

PARCEL NO. 2 Owned by Mary Powell:

BEGINNING for the same at the partition wall between House Nos. 22 and 24 located on the Northwest side of Market Space Distant North 42 degrees 29 minutes 30 seconds East 25.42 feet from the Southeast corner of the building known as No. 24 Market Space and North 42 degrees 29 minutes 30 seconds East 31.32 feet from the face of the existing curb situate on the North side of Fleet Street and running thence with said partition wall and continuing on North 45 degrees 14 minutes West 51.62 feet to an X cut in concrete North 42 degrees 25 minutes 30 seconds East 32.10 feet to spike set along the South face of the building known as No. 18 Market Space; thence running with the face of said building and continuing along the partition wall between house No. 18 and house No. 20, South 46 degrees 11 minutes East 51.62 feet to the building line on the said Northwest side of Market Space; thence with the said side of Market Space South 42 degrees 29 minutes 30 seconds West 33.12 feet to the place of beginning. The entire premises known as 20 and 22 Market Space, Annapolis, Maryland.

Mail to M. Jackson

FINANCING STATEMENT FORM UC 21

Identifying File No _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 office for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Shaw, Gareth D./Shaw, Virginia F.

Address 4801 King Court, Mitchellville, MD 21109

RECORD FEE 12.00
POSTAGE 80
#09027 C777 R02 T08:49
DEC 16 85

2. SECURED PARTY

Name First Commercial Corporation

Address 200 Sheffield Street

Mountainside, NJ 07092

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)

Used 1984 Seidelmann, Model 295, LOA 29'5", Off # 670330, with diesel 1984 Yanmar 15 H.P. Engine # 10257

Kept: Annapolis, MD

Assignee: Horizon Financial, F.A.
808 Masons Mill Business Complex
1800 Byberry Rd
Huntington Valley, PA 19006

Mail to _____

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gareth D. Shaw
(Signature of Debtor)

Gareth D. Shaw
Type or Print Above Name on Above Line

Virginia F. Shaw
(Signature of Debtor)

Virginia F. Shaw
Type or Print Above Signature on Above Line

Joyce L. Hill
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
1985 DEC 16 AM 9:01
E. AUBREY COLLISON
CLERK

1200
1250

Anne Arundel Co
12-2-85

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 240348

RECORDED IN LIBER 443 FOLIO 472 ON Nov 1 1981 (DATE)

1. DEBTOR: Name Leon R and Edith A Baginski

Address 788 Harmony Ave Arnold MD 21012 A A Co

2. SECURED PARTY: Name Commercial Credit Saving & Loan

Address 612 Ritchie Highway Severna Park MD 21146

RECORD FEE 10.00
POSTAGE 50
#09023 C777 R02 T08:50
DEC 16 85

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>

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

Name Commercial Credit Saving & Loan

Address 612 Ritchie Highway Severna Park MD 21146

Mail to _____

Dated November 14 1985

L A Whitesell
(Signature of Secured Party)

L A Whitesell
Type or Print Above Name on Above Line

1985 DEC 16 11 39:01
E. AUBREY COLLISON
CLERK

259612

LIBER - 492 PAGE 453

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

1. Debtor(s) (Last Name First) or address(es)
MOORE, James O. and
MOORE, Carole C. (H/W)
302 LOCUST THORN CT.
MILLERSVILLE, MD. 21108

2. Secured Party(ies) and address(es)
Firemen's Insurance Company
of Newark, New Jersey
180 Maiden Lane
New York, NY 10038
c/o Financial Risk Department
Eighth Floor

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

RECORD FEE 12.00
POSTAGE .50
#09030 C777 R02 108:52
DEC 16 85

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

Mail to

Debtor's limited partnership interest in Franklin Pembroke Pines Associates, a Pennsylvania limited partnership, now owned or hereafter acquired, including, but not limited to, all of Debtor's rights and interests in said partnership and any successor partnership, in and under the partnership agreement relating thereto, and in the net profits and net losses of such partnership and any distribution by such partnership.

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:

Filed with:

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

James O. Moore
Carole C. Moore
By: *Carole C. Moore*
Signature(s) of Debtor(s)

Firemen's Insurance Company of Newark,
New Jersey
By: *M. Hunt*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

RECEIVED
1985 DEC 16 AM 9:02
M. E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

259612

- 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 _____

RECORD FEE 11.00
 POSTAGE .50
 #09031 C777 R02 T08:53
 DEC 16 85

5. Debtor(s) Name(s) Address(es)
 Paul J. Young-Hyman, M.D. 200 Hospital Drive - Suite 500
 Glen Burnie, Maryland 21061

6. Secured Party Address
 Equitable Bank, National Association 100 South Charles Street
 Attention: Wendy Spath Baltimore, Maryland 21201
 Loan Documentation Asst.

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

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

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

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

Debtors
 Paul J. Young-Hyman, M.D. (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

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

1985 DEC 16 AM 9:02
 E. AUBREY COLLISON
 CLERK
 MP

11.50

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

1 Debtor(s) (Last Name First) and address(es)
Wheeler, Robert E.
c/o P.S.I., Inc.
8331 Bristol Court
Jessup, MD 20794

2. Secured Party(ies) and address(es)
Kendall Townhome Investors, Ltd.
c/o VMS Realty, Inc.
8700 W. Bryn Mawr Ave.
Chicago, IL 60631
Attn: Partnership Finance Dept.

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

RECORD FEE 12.00
POSTAGE .50
#09032 C777 R02 T08:54
DEC 15 85

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

Debtor's limited partnership interest in Kendall Townhome Investors Ltd., a Florida limited partnership, including all 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)

NOT SUBJECT TO RECORDATION TAX

ACKNOWLEDGEMENTS TO
NATIONWIDE INFORMATION
400 BROADWAY
ALBANY, N.Y. 12207

Mail to

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

Filed with: 1 OF 285
Anne Arundel CO. Md.

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

Vicki Wawrzyniak authorized signatory for
VMS Realty Partners, attorney-in-fact for
Vicki Wawrzyniak For
By: *Robert E. Wheeler*
Robert E. Signature(s) of Debtor(s) Wheeler

Kendall Townhome Investors, Ltd.
By: *Robin Perry*
Robin Signature(s) of Secured Party(ies) Perry

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

1250

1985 DEC 16 AM 9:02
E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE .50
#09033 C777 R02 T08:55
DEC 16 85

MARYLAND TERMINATION STATEMENT

Date December 6, 1985

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: Raymond Antczak, Jr.
1232 Severn Rd
Severn, MD 21144

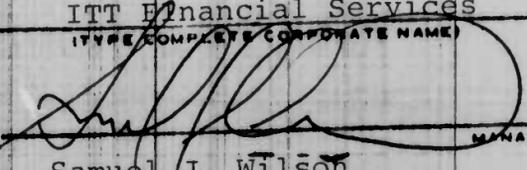
2. Secured Party and address (Type complete corporate name):
ITT Financial Services
7986 Crain Highway Glen Burnie, MD
21061

3. There is no outstanding ^{Mail to} 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 396 Page 44

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

ITT Financial Services
(TYPE COMPLETE CORPORATE NAME)

By:  **MANAGER**
Samuel J. Wilson
(Type signature below name)

AR 8/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

1985 DEC 16 AM 9:02

E. AUERLY COLLISON
CLERK

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

NAME	ADDRESS
1. Debtor(s)	City State
Norman T. Phelps	109 Norman Avenue, Glen Burnie, MD 21061

RECORD FEE 11.00
 POSTAGE .50
 #09034 C777 R02 T08:56
 DEC 16 85

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.

Secured Party: SUBURBAN BANK By: <u>[Signature]</u> Type Name <u>H. King Corbett</u> Title <u>Vice President</u>	Debtor(s) or Assignor(s) <u>Norman T. Phelps</u> Norman T. Phelps
---	---

 Type or Print Name and Title of Each Signature

1985 DEC 16 AM 9:02
 E. AUGER COLLISON
 GREEN
 MP

LIBER - 492 PAGE 458

VINTAGE ENTERPRISES INC.

SCHEDULE A

All of debtor's right, title, and interest
in Anne Arundel County Liquor License

No. 1131.

Mail to Suburban Bank

259617

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

NAME	Street	City	State
1. Debtor(s)			
Joel T. Lisman	9006 Side Hill Road,	Ellicott City,	MD 21043

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

RECORD FEE 11.00
POSTAGE .50
#09035 C777 R02 108:59
DEC 16 85

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	<u>Joel T. Lisman</u>
By: <u>H. King Corbett</u>	_____
Type Name <u>H. King Corbett</u>	_____
Title <u>Vice President</u>	_____
	Type or Print Name and Title of Each Signature

RECEIVED BY DEBTOR
 SECURED PARTY
 1985 DEC 16 AM 9:02
 E. AUBREY COLLISON
 CLERK

LIBER - 492 PAGE 460

VINTAGE ENTERPRISES INC.
SCHEDULE A

All of debtor's right, title, and interest
in Anne Arundel County Liquor License
No. 1131.

Mail to Suburban Bank

259612

LIBER - 492 PAGE 461

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) OBERT, Carroll A. 333 Margate Drive Glen Burnie, Md. 21061	2. Secured Party(ies) and address(es) Mercury Marine Acceptance Corp 7008 Security Blvd. Suite 114 Baltimore, Maryland 21207	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 1985 Mariner outboard 75EL serial no. A 145462 with controls, cables, propeller		5. Assignee(s) of Secured Party and Address(es) RECORD FEE 11.00 POSTAGE .50 #09036 C777 R02 109:07 DEC 16 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:

By Carroll Obert Signature(s) of Debtor(s)

By Mercury Marine Acceptance Corp Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy—Alphabetical

MP
 1985 DEC 16 AM 9:09
 E. AUBREY COLLISON
 CLERK

53

\$ 12.50

259610

LIBER - 492 PAGE 462
FINANCING STATEMENT

NOT TO BE RECORDED IN LAND RECORDS

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
- Kakoullis Inc.
T/A Torinos
- RECORD FEE 12.00
POSTAGE .50
#09078 0040 R02 T10:29
DEC 16 85
- Name or Names
- 1496 Annapolis Road, Odenton, Md. 21113
Address - Street No. City-County State Zip Code
2. Lessor
- The Equipment Leasing Company
- Box 307 Riderwood, Maryland 21139

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

MP

1965 DEC 16 AM 11:03

E. AUBREY COLLISON
CLERK

Lessee: Kakoullis Inc.
T/A Torinos

Lessor:

THE EQUIPMENT LEASING COMPANY

Kyriacos Kakoullis

(Signature of Lessee)

[Signature]

(Signature of Lessor)

KYRIACOS KAKOULLIS (TORINOS)

(Type or Print) (Include Title) Restaurant
PRESIDENT & Carry out

DENNIS HENNER 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, , Box 307, Riderwood, Maryland 21139.

Mail to
1250

259620

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

1 Hour Severn Dry Cleaners, Inc. Multimatic Corp.
Severn Square Shopping Center 162 Veterans Drive
Stores Nos 5 & 6 Northvale, N.J. 07647
Severn, Md. 21144

5. This Financing Statement covers the following types (or items) of property:
TRUE LEASE-NOT SUBJECT TO RECORDATION TAX

6. Assignee(s) of Secured Party and Address(es)
Raybar Credit Corp.
255 W. Spring Valley Ave.
Maywood, N.J. 07607

See Schedule "A" attached hereto and by this reference made a part hereof.

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

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)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has previously been made
already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

1 Hour Severn Dry Cleaners, Inc. Multimatic Corp.

By *[Signature]* By *[Signature]*
Deputy Clerk of Court Signature(s) of Secured Party(ies)
H. Hahn

(1) Filing Officer Copy-Numerical
(5/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

RECORD FEE 11.00
POSTAGE 50
#09073 C040 R02 T10:25
DEC 16 85

mp
1985 DEC 16 AM 11:03
E. AUBREY COLLISON
CLERK

SCHEDULE "A"

This schedule is to be attached to and becomes part of the Agreement dated _____, 19____, between the undersigned and Multimatic Corp., or its Assignor.

NEW/USED	QUANTITY	DESCRIPTION OF EQUIPMENT	SERIAL NO.
New	ONE	US BLIND STITCH MACHINE	
	ONE	CISSELL single puff iron	
	ONE	CISSELL 3 way puff iron	
	ONE	CISSELL form finisher	
	ONE	CISSELL topper	
	ONE	CISSELL spotting board	
	ONE	HOFFMAN utility/legger press w/iron	
	ONE	HOFFMAN utility press w/iron	
	TWO	Exhaust 36" roof fans	
	ONE	REMA 11 press vac. central	
	ONE	FULTON 15 HP - Gas Fired boiler	
	ONE	5 HP air compressor	
	ONE	Damp box and collar post	
	ONE	Hot head apparel press - HOFFMAN - legger press	
	ONE	WHITE - 1000 conveyor (Floor)	
	ONE	50 lb. washer/extractor	
	ONE	MULTIMATIC 50 lb. dry/dry heat pump refrigeration, filter, and still complete	
	ONE	UNIPRESS - double buck shirt unit	
	ONE	UNIPRESS sleever	
	ONE	UNIPRESS collar/cuff	
	ONE	Hot water heater 150 gal return	
	ONE	10' counters, front	
ONE	Shirt folder - reconditioned "As Is"		

This schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

1100
33

1 Hour Severn Dry Cleaners, Inc.

(Name)

(Signature)

(Title)

Mail to Rampart Credit Corp.

259621

LIBER - 492 PAGE 465

FINANCING STATEMENT—MARYLAND

File No. _____

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

RECORD FEE 11.00
POSTAGE 50
#09075 0040 R02 110:23
DEC 16 85

- 1. The name and address of the Debtor is:
Burr Yacht Sales, Inc.
1106 Turkey Point Road
Edgewater, Maryland 21037
- 2. The name and address of the Secured Party (or Assignee) is:
First Virginia Bank (Commercial Loan Division)
Senior Officer in Charge
6400 Arlington Boulevard
Falls Church, VA 22046
- 3. The maturity date of the obligation (if any) is: _____

- 4. This Financing Statement covers the following types (or items) of property: (Describe)
 - a) All new and used boat inventory and all accessories and general inventory now owned or hereafter acquired.
 - b) All proceeds of the property covered by this statement including money, accounts receivable, chattel paper and boats received in trade.

- 5. Check the lines which apply if any, and supply the information indicated:
 - (If collateral is crops). The above described crops are growing or are to be grown on: (describe real estate)
 - (If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: (describe real estate)

- (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. Transaction is is not (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$_____.

Debtor(s):	Secured Party:
Burr Yacht Sales, Inc.	First Virginia Bank
BY: <i>Arthur A. Barr</i> Arthur A. Barr, President	By: <i>George P. Johnston</i> (AUTHORIZED SIGNATURE) George P. Johnston (TYPE NAME AND TITLE) Assistant Vice President

Please return to the Secured Party at the address shown in number 2 above.
All Information Must Be Typewritten or Printed in Ink

RECEIVED BY COUNTY CLERK
1985 DEC 16 AM 11:03
E. AUBREY COLLISON
CLERK
MP

Mail to First Virginia Bank

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 Jeffrey's, Inc.
Address 814 Crain Highway; Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE .50
#09072 C040 R02 T10:19
DEC 16 85

2. SECURED PARTY

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

Person And Address To Whom Statement Is To Be Returned 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 EQUIPMENT LIST

1100
50

1985 DEC 16 AM 11:04
E. AUBREY COLLISON
CLERK
MP

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

JEFFREY'S, INC.

John Jeffrey Lahdelma
(Signature of Debtor)

John Jeffrey Lahdelma - Owner
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line
Filed with Anne Arundel County

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III
(Signature of Secured Party)

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

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>	
16	Jeffco Styling Hyd. Chairs #656	4(Four) 40" Shampoo Bulkheads, Black
8	Custom Twin Island Garage Styler Stations	4(Four) Belvedere #3800-622-403
16	Venice Dina Meri Curler Carts #111	Shampoo Bowls
8	Custom Hanging Island Mirror w/plain backs	4(Four) Pibbs 768 Black Shampoo
1	Metro Chrome Rack w/formica Coffee Server	Chairs
1	Metro Chrome Coat Rack	1(One) Wall Vanity w/ 2 Sink, 2 Cab-
24	Chrome/Black Curvy Reception Chairs	inets, 1 Top.
4	Balck Table Bases w/custom Round Tops	1(One) Used Skin Dynamics, ltd.
1	Neon Scissors Sign with front window	Facial Machine Complete
1	Jeff's Wall Sign	1(One) Facial Cabinet w/countertop
1	Jeff's Inside Window Sign	storage
1	Metro Wire Cart, less wheels	1(One) Belvedere Demo Facial/Massage
2	Metro Chrome/Wire Retail Etegeres, 48"	Table
2	Metro Chrome/Wire Retail Etegeres, 60"	4(Four) Mini Color T.V.'s
1	Formatron Cascade 56" Desk	1(One) VCR
1	Custom Make-up Bar with mirror and Lights	
1	Ergospec Air-Adj. Make-up Stool	Misc. Wall decor, framed photo's,
1	Ergospec Desk Stool	graphics, cig and umbrella stands.
1	Jahabow Glass with Display Case	
1	Custom Storage Cabinet below Display Case	
1	Custom Wall Magazine Rack	
8	Custom Manicure Table	
8	Manicure Lights	
2	Custom Manicure Bottle Shelves, each 20" Long	
8	Manicure Operator Stools w/air lift	
6	Helene Curtis Cool Temp. plus one Dryers	
5	Helene Curtis Quick Temp. plus one Dryers	
2	Custom Black Formica Shampoo Boxes, 72"	
1	Custom Balck Formica Shampoo Boxes, 120"	
12	Jeffco Dryer Chair Tops for 1056T	
1	Belvedere Climazon	
1	Metro Chrome/wire coat rack, room divider	
1	Custom Coffee Bar w/manicurists sink	
1	Belvedere Pedicure Unit with Sink	
1	Pedicure Operators Stool	
2	Ergospec Tinting air-lift chairs w/arms	
1	Eleven Foot Tinting Top	
1	Eleven Foot Tall Storage Wall w/39" Counter	
1	Metro Wire/Chrome Cart w/3 Shelves	
1	48X96" Cork Board Message Wall	
1	60" Open Storage Shelves	
1	74" Kitchenette w/single sink, faucet with small undercounter refrig.	

All Machinery, Equipment, Accounts Receivable, and Inventories, now owned or hereafter acquired, including proceeds and products thereof.

JEFFREY'S, INC.

BY: X [Signature]

TITLE: X Pres.

DATE: X 12-6-85

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: [Signature]

Mail to Trans American Leasing

FINANCING STATEMENT

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 45,000.00
- To Be Recorded in Land Records of _____

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

NAME	Street	City	State
1. Debtor(s)			
<u>Vintage Enterprises, Inc.</u>	<u>2903 Mountain Road</u>	<u>Pasadena,</u>	<u>Maryland 21122</u>

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

RECORD FEE 11.00
 RECORD TAX 315.00
 POSTAGE .50
 #09039 C040 R02 T10:15
 DEC 16 85

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.

Secured Party: SUBURBAN BANK
 By: [Signature]
 Type Name H. King Corbett
 Title Vice President

Debtor(s) or Assignor(s)
Vintage Enterprises, Inc.
[Signature]
Joel Lisman, President
[Signature]
Norman T. Phelps, Vice President
 Type or Print Name and Title of Each Signature

1985 DEC 16 AM 11:04 mp
 S. AUSTIN
 ANNE ARUNDEL COUNTY

1100
 315.00
 50

LIBER - 492 PAGE 469

VINTAGE ENTERPRISES INC.
SCHEDULE A

All of debtor's right, title, and interest
in Anne Arundel County Liquor License
No. 1131.

Mail to

Suburban Bank

A 13841

Ann Arnold

LIBER - 492 PAGE 470

259626

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 12/3/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wheet Woodwork Inc.
Address 1080 Mt. Erie Rd., Davidsonville, Maryland 21035

2. SECURED PARTY

Name American Equipment Leasing Co., Inc.
Address P.O. Box 1258, Reading, Pennsylvania 19603

RECORD FEE 11.00
POSTAGE .50
#09110 C040 R02 T11:28
DEC 16 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)

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.

- 18" Planer - Model SP518A
- Shaper, Model T50
- 2" Band Saw, Model PBS500
- Raise Panel Cutter - Cabinet Maker
- Tooling

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)

Wheet Woodwork Inc.
(Signature of Debtor)

American Equipment Leasing Co., Inc.

Wheet Woodwork Inc
Type or Print Above Name on Above Line

Gregory T. Wheat Pres.
(Signature of Debtor)

Dawn C. McCoy, OC.
(Signature of Secured Party)

Gregory T. Wheat
Type or Print Above Signature on Above Line

DAWN C. MCCOY
Type or Print Above Signature on Above Line

1985 DEC 16 AM 11:28
AUBREY COLLISON
CLERK

1100

Mail to American Equipment Leasing Co.

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. and Suzanne Stevens
d/b/a Battery Warehouse
Address 8220 Ritchie Highway, Pasadena, MD 21122

2. SECURED PARTY
Name General Battery Corporation
Address PO Box 1262, Reading, PA 19603

RECORD FEE 13.00
POSTAGE .50
#09135 6777 R02 T14:07
DEC 16 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 General Battery Corporation and Yuasa General Battery Corporation battery inventory, related accounts receivable, and proceeds, thereof, including without limitation, insurance, indemnity and loss payments arising out of the damage, destruction or loss of Debtor's inventory.

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. Stevens
John W. (Signature of Debtor)
and Suzanne Stevens d/b/a Battery Warehouse
Type or Print Above Name on Above Line

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

[Signature]
(Signature of Secured Party)
General Battery Corporation
Type or Print Above Signature on Above Line

1985 DEC 16 PH 2:22
E. AUBREY COLLISON
CLERK

Mail to General Battery Corp

1350

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 232863

RECORDED IN LIBER 475 FOLIO 278 ON 7/25/84 (DATE)

1. DEBTOR

Name John & Rosemary Heber
Address 905 Forest Rd Severn, MD 21144

2. SECURED PARTY

Name Norwest FINANCIAL Leasing INC
Address 11628 Reisterstown Rd Reisterstown, MD 21136

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

3. Maturity date of obligation (if any) 6/12/87

RECORD FEE 10.00
POSTAGE .50
#09138 C777 R02 T14:16
DEC 16 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>

1985 DEC 16 PM 2:23
E. AUSTIN COLLISON
CLERK
MP

Dated 9/10/85

Cheryl N. Solomon
(Signature of Secured Party)

Cheryl N. Solomon
Type or Print Above Name on Above Line

Mail to Norwest Financial Leasing Inc

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254618

RECORDED IN LIBER 479 FOLIO 467 ON 11/26/84 (DATE)

1. DEBTOR

Name Faith R. Soitsman
Address 1205 Crawford Dr. Glen Burnie, MD 21061

RECORD FEE 10.00
POSTAGE .50
#09139 C777 R02 T14:18
DEC 16 85

2. SECURED PARTY

Name Norwest Financial Leasing inc.
Address 11628 Reisterstown Rd. Reisterstown, Maryland 21136

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

3. Maturity date of obligation (if any) 5/12/86

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>

1985 DEC 16 PM 2:23
E. AUBREY COLLISON
CLERK

Dated 12/9/85

Cheryl N. Solomon
(Signature of Secured Party)

Cheryl N. Solomon
Type or Print Above Name on Above Line

Mail to *Norwest Financial Leasing Inc.*

FINANCING STATEMENT

NAME OF DEBTOR: CARTER FABRICATIONS, INC. ~~and JEFFREY CARTER,~~
~~INDIVIDUALLY~~

ADDRESS: 311 Third Street, Annapolis, Maryland, 21403

NAME OF SECURED PARTY: NIERMAN WEEKS CO., INC.

ADDRESS: 1993 Moreland Parkway, Annapolis, Maryland, 21401

RECORD FEE 11.00
POSTAGE .50
#09140 C777 R02 114:19
DEC 16 85

1. This Financing Statement covers the following types of property and proceeds thereof:
inventory, equipment, accounts receivable, bank accounts.
2. This financing statement also covers the following specific property and proceeds thereof: see Exhibit A attached

DEBTOR, CARTER FABRICATIONS, INC.

BY: Jeffrey T. Carter
Jeffrey Carter, President

~~Jeffrey Carter, Individually~~

SECURED PARTY, NIERMANN WEEKS CO., INC.

BY: Joseph Niermann
Joseph Niermann

Subject to Recording Tax on \$6,000.00

To be recorded at: X Circuit Court for

 X Department of Assessments and Taxation

MP
1985 DEC 16 PH 2:23
E AUGUST COLLISCH
CLERK

EXHIBIT "A"

Property at Carter Fabrications, 311 Third St., Annapolis MD 21403

<u>QTY.</u>	<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
!		Tig Welder 330 ABP JF845689	\$2,280.10
1	00394	Spoolmatic 1C Feeder Gun Ser.# JF925412 JF925510	711.00
1	041398	Radiator	333.00
1		Number 18 Running Gear	80.00
1	041501	Running Gear	80.00
1	902889	Zip Cut 200/230	2,210.00
1	3934	B & D 14" Chop Saw	251.00
1		CP300 PKG	1,892.00
1	CK3525	Tig Torch 350 AMP	93.25
100	1	Welding Cable	90.00
1	M300	300 AMP Electrode Holder	12.00
1	EG500	EG500 Lenco Ground Clamp	7.00
1	2AR70F580	Harris Argon Flowmeter	84.58
1	RS3FG	Regulator Flow Gage Argon	66.50
1	GA7911	GA7911 Makita Grinder	150.00
1	4397CD	Harris Master Outfit	257.44
1	85	Cylinder Cart 276 BS	90.90
10	535618W	5356 1/8 X 36	43.70
			<u>\$8,732.47</u>

Mail to Murman Weeks Co.

259629

(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:

RECORD FEE 11.00
POSTAGE .50

1. LESSEE The Boeing Company, Inc.
(Name or Names) #09141 0777 R02 114321
DEC 16 85
~~Boeing Aerospace Company Division, 940 Elkridge Landing MS 5660, Linthicum, MD.~~
(Address) 21090

LESSEE _____
(Name or Names) _____
(Address) _____

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

3. ASSIGNEE (if any) Northfield Savings & Loan
of LESSOR (Name or Names) _____
1844 E. Joppa Rd. Baltimore, Maryland 21234
(Address) _____

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

One - IBM-PC-XT Computer w/ 1-IBM Serial Card; 1-Techmar Board; 1-Co-Processor; 1-Hercules Board; 1-IBM monochrome Monitor; 1-Microsoft Mouse; 1-Toshiba P351 Printer; 1-Tractor Feed; 1-Parallel Cable; 1-Acoustic Sound Cover ; 1-Hayes 2400 Baud Modem; 1-Surge Suppressor; 1-DOS 3.1 & Software and Maintenance.

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

MP
1985 DEC 16 PM 2:23
E. AUBREY COLLISON
CLERK

LESSEE The Boeing Company, Inc. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Jessie J. Deuell, III Subcontract Manager By: Brian G. Connelly Manager
(Type or print name of person signing) (Title) (Type or print name of person signing) (Title)
By: _____ Return to: Northfield Savings & Loan
(Type or print name of person signing) (Title) 1844 E. Joppa Rd.
Baltimore, MD 21234
Mail to Atn: Ron Jobson

383

LIBER - 492 PAGE 477

THE LOMAS & NETTLETON COMPANY

259630

FINANCING STATEMENT

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

DEBTOR: SCOTT, Craig J.

PROPERTY ADDRESS: 1711 Columbia Beach Road
Shady Side, Maryland 20764

SECURED PARTY: The Lomas & Nettleton Company, its successors and assigns, 175 Orange Street, New Haven, Connecticut 06510.

MATURITY DATE OF OBLIGATION: December 1, 2015

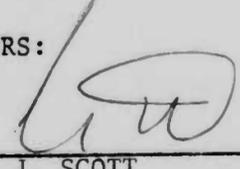
THIS FINANCING STATEMENT COVERS THE FOLLOWING ITEMS OF PROPERTY:
Range/Oven, Refrig

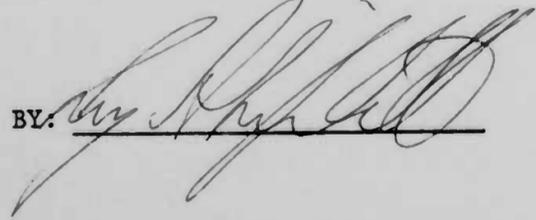
RECORD FEE 11.00
POSTAGE .50
#09145 C040 R02 T14:31
DEC 16 85

The above described items of property are affixed to a dwelling house located in Anne Arundel County State of Maryland. For a more particular description of the property, reference is hereby made to a Deed of Trust dated November 1st, 1985, from Craig J. Scott to The Lomas & Nettleton Company which has been recorded among the land records of Anne Arundel County State of Maryland.

SECURED PARTY:

THE LOMAS & NETTLETON COMPANY

DEBTORS:

CRAIG J. SCOTT

BY: 

Mail to Fountainhead Title

11.003

RECEIVED
1985 DEC 16 PM 2:45
E. AUBREY COLLISON
CLERK

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259631

QF

To Be Recorded With The State Department Of Assessments And Taxation Of Maryland And In The Land And Chattel Records Of Anne Arundel, Baltimore, And Prince Georges County, Maryland.

SUBJECT TO RECORDATION TAX ON THE SUM OF \$ _____ Which Was Paid As Follows: (i) Baltimore County \$ _____; (ii) Anne Arundel County \$ _____; and (iii) Prince Georges County \$ _____ Upon The Recordation Of Deeds Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

1. DEBTOR:

RELSTORES, INC.
6301 Stevens Forest Road
Columbia, Maryland 21045

2. SECURED PARTY:

THE FIRST NATIONAL BANK OF MARYLAND
25 South Charles Street
P.O. Box 1596
Baltimore, Maryland 21203

RECORD FEE 25.00
POSTAGE .50
#18465 C237 R01 T14:52
DEC 16 85

Attention: Peyton R. Wise, II,
Vice President

3. This Financing Statement covers, and the Debtor hereby grants to the Secured Party a security interest in and to, the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, or incorporated in, 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.
- 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.

25.00

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E. ADRIAN COLLISON
CLERK

- 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 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 account, 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 in Exhibit "A", attached hereto, also being described in a Deed of Trust of even date herewith. The Debtor is the record owner of the subject real property.
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:

RELSTORES, INC.,
A Delaware Corporation

SECURED PARTY:

**THE FIRST NATIONAL BANK
OF MARYLAND, A National
Banking Association**

By: Thomas R. Guercio (SEAL)
Thomas R. Guercio,
Vice President

Date: December 12, 1985

By: George A. Lambert (SEAL)
George A. Lambert,
Vice President

Date: December 12, 1985

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

Laura Sadegh
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JMS) 4847

JMS:4847
R-00.84

Real Property Description
To Maryland Financing Statement

PRINCE GEORGE'S COUNTY

Parcel One

BEING KNOWN AND DESIGNATED as Lot 5 as shown on Plat entitled "Lot 5 and 6, a resubdivision of Lot 3 and 4, Carrollton Realty Subdivision Lanham District" and recorded among the Land Records of Prince George's County, Maryland in Plat Book NLP No. 100 at plat 40.

BEING part of the land which by deed dated February 1, 1978 and recorded among the Land Records of Prince George's County in Liber 4886, folio 329 was granted and conveyed from Reliable Stores Corporation to American Property Investors VII.

Parcel Two

All of that parcel of land located in Prince George's County, Maryland, and known as Parcel "A-1" in a subdivision known as "PARCELS A-1 and A-2, MARLOW REALTY CORPORATION" per a plat recorded in Plat Book 76 at Plat 21 among the Land Records of Prince George's County, Maryland. All parcels being in the Spauldings District of said County.

Parcel Three

ALL that parcel of property known as: Prince George's County, Parcel "L-1" in a subdivision known as "ARDWICK INDUSTRIAL DISTRICT" in Lanham District, as per plat recorded in Plat Book W.W.W. 51 at Plat 65, among the Land Records of Prince George's County, Maryland, said parcel containing 12.8701 acres.

ANNE ARUNDEL COUNTY

Parcel Four

BEGINNING FOR THE SAME at the corner formed by the intersection of the North Side of Delaware Avenue, 60 feet wide, and the East side of Governor Ritchie Highway 150 feet wide, said place of beginning being at the beginning of the 1st parcel of land which by deed dated January 31, 1976 and recorded among the land records of Anne Arundel County in liber 2830 folio 538 was conveyed by Levy Realty Corporation to Reliable Stores Corporation, thence leaving said place of beginning and running and binding on said East side of Ritchie Highway, in part binding on the said 1st line of the 1st parcel of said deed and in part binding reversely on the 3rd line of the 2nd parcel of said deed, in all, referring all courses of this description to the meridian of the hereinmentioned deed, (1) Northwesterly by a line curving to the right, with a radius of 2,789.79 feet for a distance of 210.51 feet (the arc of said curve being subtended by a chord bearing North 6 degrees 57 minutes 23 seconds West 210.46 feet), to the end of the second line of the 2nd parcel of the aforesaid deed, thence leaving said East side of

Ritchie Highway and running and binding reversely on said 2nd line of the 2nd parcel of said deed, (2) North 89 degrees 58 minutes 10 seconds East 286.25 feet to the West side of Harford Avenue, sixty (60) feet wide, thence running and binding on said west side of Harford Avenue, in part binding reversely on the 1st line of the 2nd parcel of the aforesaid deed, and in part binding on the 3rd and 4th lines of the 1st parcel of said deed, in all, the 2 following courses and distances respectively; (3) South 03 degrees 19 minutes 00 seconds East 131.49 feet to a point of a curve and thence (4) Southwesterly by a line curving to the right with a radius of 35.00 feet for a distance of 51.03 feet (the arc of said curve being subtended by a chord bearing South 38 degrees 27 minutes 00 seconds West 46.63 feet) to the end of said curve and to the aforesaid North side of Delaware Avenue, thence running and binding on said North side of Delaware Avenue, binding on the 5th line of the 1st parcel of the hereinmentioned deed, (5) South 80 degrees 13 minutes 00 seconds West 242.91 feet to the place of beginning.

Containing 52,148 square feet or 1.197 acres of land, more or less.

BEING all of the 1st and 2nd parcels of land which by deed dated January 31, 1976 and recorded among the Land Records of Anne Arundel County in Liber 2830, Folio 538 was conveyed by Levy Realty Corporation to Reliable Stores Corporation.

BEING also all of that property described in DEED dated February 1, 1978 and recorded among the Land Records of Anne Arundel County in Liber No. 3051, Folio 141 from Reliable Stores Corporation unto American Property Investors VI.

BALTIMORE COUNTY

Parcel Five

BEGINNING FOR THE SAME on the Northeast side of Old North Point Road at a point distant 2210.01 feet more or less measured Southeasterly on said Northeast side of Old North Point Road from its intersection with the center line of Eastern Boulevard, said place of beginning being at the end of the 1st line of the land which by deed dated June 24, 1968 and recorded among the land records of Baltimore County in liber O.T.G. No. 4896, folio 410 was conveyed by The Moffett Realty Company to White Coffee Pot Juniors, Inc. said place of beginning also being in the 1st line of the land which by deed dated January 31, 1976 and recorded among the land records of Baltimore County in liber E.H.K. No. 5609, folio 920, was conveyed by Levy Realty Corporation to Reliable Stores Corporation thence leaving said place of beginning and running and binding on said Northeast side of Old North Point Road, binding on a part of the 1st line and on the 2nd line of the 2nd hereinmentioned deed, referring all courses of this description to the meridian of the 2nd hereinmentioned deed, the 2 following courses and distances viz; (1) South 70 degrees 50 minutes 45 seconds East 98.11 feet and thence (2) South 69 degrees 43 minutes 45 seconds East 132.87 feet thence leaving the Northeast side of Old North Point Road and running and binding on the 3rd line of the 2nd hereinmentioned deed (3) North 19 degrees 47 minutes 03 seconds East 179.73 feet thence running on the 4th line of the 2nd hereinmentioned deed, and binding on the 6th line of a 0.332 acre easement described in a deed dated August 27, 1971 and recorded among the land records of Baltimore County in liber O.T.G. No. 5216 folio 081, from The Moffett Realty Company to Levy Realty Corporation (4) North 70 degrees 12 minutes 57 seconds West 117.36 feet thence running and binding on the 5th line and on a part of the 6th line of the 2nd hereinmentioned deed, the 2 following courses and distances viz; (5) North 70 degrees 12 minutes 57 seconds West 118.85 feet and thence (6) South 21 degrees 18 minutes 15 seconds West 41.10 feet to the

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end of the 3rd line of the 1st hereinmentioned deed thence running and binding reversely on the 3rd and 2nd lines of said 1st hereinmentioned deed, the 2 following courses and distances respectively; (7) South 38 degrees 01 minutes 55 seconds East 11.64 feet and thence (8) South 21 degrees 18 minutes 15 seconds West 132.43 feet to the place of beginning.

Containing 0.9489 acres of land, more or less.

TOGETHER with a non exclusive easement for ingress and egress granted by a Deed dated August 27, 1971 and recorded in Liber 5216 at Folio 81.

ALSO together with the right to lay utility lines reserved in a Deed dated June 24, 1968, recorded in Liber 4896 at Folio 410.

Being all of the land which by deed dated January 31, 1976 and recorded among the land records of Baltimore County in liber E.H.K. Jr. No. 5609 folio 920, was intended to be conveyed by Levy Realty Corporation to Reliable Stores Corporation.

JMS:4847
R-00.86

Mail to Chicago Title Insurance

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. Errol A. Phillip, M.D. 1835 Forest Drive, Suite F Annapolis, MD 21401	2. Secured Party(ies) and address(es) Affiliated Capital Corp. 707 Skokie Blvd. Northbrook, IL 60062	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 13.00 POSTAGE 50 #09157 C777 R02 T14:55 DEC 16 85 5. Assignee(s) of Secured Party and Address(es) Elgin Federal Financial Center, 1695 Larkin Ave. @ Lyle, Elgin, IL 60120
4. This financing statement covers the following types (or items) of property: S51276B51125B (1) Burdick EK-8 <u>NOT SUBJECT TO RECORDATION TAX</u>		

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, Anna Arundel County, P.O. Box 71, Annapolis, MD 21404

Please see attached lease page
By: for original debtor's signature
Signature(s) of Debtor(s)

Affiliated Capital Corp.
By: *J. Shovance*
Signature(s) of Secured Party(ies)

1985 DEC 16 PM 3:13
E. AUDREY COLLISON
CLERK

Affiliated Capital



LESSOR

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Affiliated Capital Corp.
800 E. Northwest Highway
Palatine, Illinois 60067
1-800-323-5007
In Illinois (312) 991-5150

LEASE

No. S51276B51125B

Refer to Above No. On
All Correspondence

NAME AND ADDRESS OF LESSEE:

Dr. Errol A. Phillip, M.D.
1835 Forest Drive, Suite F
Annapolis, MD 21401

NAME AND ADDRESS OF SUPPLIER:

A.J. Buck and Son
10534 York Road
Cockeysville, MD 21030

Person to Contact: Dr. E. A. Phillip	Phone Number: 301-263-0770	Salesperson: Charlie Gillmer	Phone Number: 301-666-8200
Quantity	Description of Leased Equipment (Include make, year, model, identification and model numbers or marks)	Price	
1	Burdick EK-8	\$1,700.00	
		Total Price	\$ 1,700.00
		Sales Tax	85.00
		Other	-0-
Equipment to be delivered to and located at: (Name & Address) Same address as above		TOTAL COST	\$1,785.00

SCHEDULE OF RENT PAYMENTS DURING INITIAL TERM OF LEASE

Terms of Lease	Effective Date of Lease	1st Payment Due	Amount of each Rent Payment	Security Deposit
24	12-10-85	12-10-85	\$ 96.39	\$ -0-
No. of Months				

SCHEDULE OF RENEWAL TERMS

\$96.39
Payable Annually
In Advance

Special Terms and Conditions:
None

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 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 upon LESSOR by reason of the ownership of the Equipment and all such taxes, assessments, fees and charges on the use, rental, shipment, transportation, delivery or operation of the Equipment, whether payable by LESSOR or LESSEE, excepting, however, federal, state and local net income taxes.

8. **INTEREST AND REIMBURSEMENT FOR ADVANCES.** Time is of the essence of this Lease. Should LESSEE fail to pay any part of the rent hereunder or any other sum required by LESSEE to be paid to LESSOR, after the due date thereof, LESSEE shall pay to LESSOR interest on such delinquent payment from the due date until paid at the rate of five per cent (5%) per month or at the highest rate permitted under applicable law, whichever shall be less. Any advances made by LESSOR to discharge and pay any charges for which LESSEE is liable hereunder or any liens or encumbrances on the Equipment shall be deemed to be additional rent payable hereunder, and shall be payable by LESSEE to LESSOR immediately.

9. **REMEDIES OF LESSOR UPON LESSEE'S DEFAULT.** In the event that LESSEE fails to pay any rent or other amount herein provided within five (5) days after the same is due and payable, or in the event LESSEE fails to comply with, observe, keep or perform any other provision or condition of this Lease required to be complied with, observed, kept or performed by LESSEE, or in the event LESSEE ceases doing business as a going concern, or in the event any proceeding is filed by or against LESSEE under the Bankruptcy Act, as amended, or any law providing for relief of debtors, including, without limitation, reorganization, arrangement, insolvency or liquidation proceedings, or in the event a receiver is appointed for LESSEE with authority to take possession or control of the Equipment or any portion thereof, or in the event LESSEE becomes or is adjudged insolvent or makes an assignment for the benefit of creditors, or in the event LESSEE offers a composition or extension of any of its indebtedness, or in the event a writ of attachment or execution is levied on the Equipment or any portion thereof and is not released or satisfied within five (5) days thereafter, or in the event LESSEE attempts to remove or sell or transfer or encumber or sublet or part with the possession of the Equipment, or if LESSOR deems itself insecure, then, in each and any such event, LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (A) to proceed by appropriate court action or actions either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Lease or to recover damages for the breach thereof; (B) to declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE; (C) to sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent and any other payments due and to become due during the term of this Lease or with respect to or in any way related to the Equipment; (D) to terminate this Lease and/or LESSEE'S right of possession.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE.

IN WITNESS WHEREOF, and intending to be bound hereby, Lessee has caused this lease to be executed by a duly authorized person and Lessor has accepted the same as set forth below.

Date 12/10/85

Date 1/19/86

Accepted By [Signature] Title

Name of Lessee Dr. Errol A. Phillip, M.D.
By [Signature] Title

THIS IS A NON-CANCELLABLE LEASE
LEASE ORIGINAL 1

AFFIX CORPORATE SEAL AFTER SIGNING
(If Lessee is a Corporation)

ORIGINAL SIGNATURE
REQUIRED ON ALL COPIES

hereunder as to any one or more of the units of equipment, whereupon all right, title and interest in such unit or in the use of such units shall terminate, and LESSEE shall, directly or by its agent, enter upon the premises of LESSOR or other premises where any of the Equipment may be located and take possession of any thereof (LESSEE hereby indemnifying and holding LESSOR harmless from liability for any damages occasioned by such taking of possession) or may, at LESSOR's election, require LESSEE at LESSEE's expense to driver any or all of the Equipment F.O.B. to a common carrier at such location created and packed on board such carrier. (C) In the event of any such termination with respect to any unit or units of the Equipment, LESSOR shall have the right, but shall not be obligated, to sell such unit or units at public or private sale as LESSOR may determine or otherwise dispose of, hold, use, operate, lease to others or keep the same unit or units, as LESSOR in its sole discretion may determine, all free and clear of any rights of LESSEE and without any duty to account to LESSEE with respect to such action or inaction or for any value proceeds with respect thereto, except to the extent provided in paragraph F or G below. (D) In the event of any such termination with respect to any unit or units of the Equipment and whether or not LESSOR should have exercised or shall hereafter at any time exercise any of the rights herein provided in paragraph C above, (i) LESSOR shall be entitled to retain all rents and additional sums theretofore paid by LESSEE or received by LESSOR including any such item in its possession which, had this Lease not been declared in default, would otherwise be payable to LESSOR hereunder, (ii) LESSOR may recover from LESSEE all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination, and (iii) LESSOR may recover from LESSEE as liquidated damages, but not as a penalty, an aggregate sum, which at the time of such termination represents the true present value of all rent and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease, such present value to be computed in each case on the basis of a five percent (5%) per annum discount factor from the respective dates upon which such rents would have been payable hereunder had this Lease not been terminated; (iv) in the event LESSOR, pursuant to paragraph C above, shall have sold or leased any unit or units of Equipment, then in lieu of exercising its rights under paragraph F above, (i) LESSOR shall be entitled to retain all rents and additional sums theretofore paid by LESSEE or received by LESSOR, including any such item in its possession which, had this Lease not been declared in default, would otherwise be payable to LESSOR hereunder, (ii) LESSOR may recover from LESSEE all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination, and (iii) LESSOR may recover from LESSEE as liquidated damages, but not as a penalty, an amount equal to the excess, if any, of all rent and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease over either (a) if sold, the proceeds of any sale, minus all expenses incurred in connection therewith and the estimated residual value of the Equipment at the end of the Lease term determined by LESSOR or (b) if leased, the present value of any rent, computed in each case on the basis of a five percent (5%) per annum discount factor. (H) In addition to the foregoing LESSOR shall be entitled to recover from LESSEE any and all damages which LESSOR shall sustain by reason of the occurrence of any such event of default or other breach of this Lease together with a reasonable sum for attorneys' fees and such expenses as shall be expended or incurred in the seizure, rental or sale of the Equipment or in the enforcement of any right or privilege hereunder or in any consultation or action in connection therewith. (I) In the event of any termination with respect to any unit or units of the Equipment hereunder, the LESSOR shall have the right but shall not be obligated to recover from LESSEE as liquidated damages, but not as a penalty, an amount equal to one hundred and twenty percent (120%) of (i) all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination, and (ii) all rents and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease, and LESSEE thereupon shall become obligated to such unit or units of Equipment by quit claim conveyance, as is, where is without warranty, express or implied, with respect to any matter whatsoever. The remedies herein provided in favor of LESSOR in any event of default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law, in equity or in bankruptcy, and LESSOR may pursue or exercise all or any part of such remedies with respect to different units of Equipment.

10. NON-WAIVER. No covenant or condition of this Lease can be waived or modified except by the written consent of LESSOR, and then such waiver or modification shall be effective only in the specific instance and for the specific purpose given. Forbearance, delay, omission or indulgence of LESSOR upon any breach or default by LESSEE or in any regard whatsoever, shall not constitute a waiver of the covenant or condition to be performed by LESSEE to which the same may apply, shall not impair any right, power or remedy of LESSOR, and until complete performance by LESSEE of said covenant or condition, LESSOR shall be entitled to invoke any remedy available to LESSOR under this Lease or by law or in equity, including but not limited to, foreclosure or repossession. No waiver of any single breach or default shall be deemed a waiver of any other breach or default hereof or thereafter occurring. All remedies, either under this Lease or by law, or otherwise afforded to LESSOR, shall be cumulative and not alternative.

11. INDEMNITY. LESSEE shall indemnify, LESSOR against and hold LESSOR harmless from, any and all claims, actions, suits, proceedings, fines, forfeitures, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, resulting from or in any way related to, the Equipment including, without limitation, the manufacture, selection, delivery, possession, use, operation, return or condition (including, without limitation, latent or other defects and whether or not discoverable by LESSOR). The indemnities and assumptions of liability under this paragraph 11 shall continue in full force and effect notwithstanding the termination of this Lease or the termination of the term hereof whether by expiration of time, or by operation of law or otherwise.

12. RENT ABSOLUTE. The obligation of LESSEE to pay any rent or other payments due hereunder is absolute and unconditional and LESSEE hereby waives any and all existing and future claims and off sets against any such rent and other payments due hereunder.

13. TITLE TO EQUIPMENT AS PERSONAL PROPERTY. Lessee shall keep the Equipment at its place of business or at the address for shipment as specified above, without the written consent of LESSOR, LESSEE shall not permit the equipment in any manner to become affixed to, attached to, imbedded in, or permanently related upon, real property or any building thereon, or attached to any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise. The equipment shall always remain and shall be admitted to be personal property, regardless of the degree of its attachment to any real property, and the title thereto shall remain in LESSOR exclusively, notwithstanding that the equipment, or any part thereof, may now be or hereafter may become, in any manner affixed to, attached to, imbedded in, or permanently related upon, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise. Labels or other markings, indicating LESSOR as the owner thereof, may be affixed and maintained on the Equipment by LESSOR, and shall not be removed therefrom by LESSEE. If LESSOR supplies LESSEE with such labels or other markings, LESSEE shall affix the same onto any and all items of Equipment and shall keep the same affixed in a prominent place. LESSEE shall from time to time execute such instruments as may be necessary or advisable, and shall otherwise cooperate, so as to defend the title of LESSOR thereto, whether by filing under the Uniform Commercial Code, as adopted in the State where the Equipment is to be or in fact is located, or otherwise.

14. ACCEPTANCE. LESSEE shall inspect the Equipment upon the receipt thereof and shall thereupon either accept or reject the Equipment or deliver written notice to LESSOR specifying any defect in or other proper objection to the Equipment. Upon such written acceptance, LESSEE agrees that it shall be conclusively presumed, as between LESSOR and LESSEE, that the LESSEE has fully inspected and acknowledged that the Equipment is in good condition and repair.

15. PLACE OF USE AND INSPECTION. LESSEE shall keep the Equipment at its place of business or at the address for shipment as specified above. LESSEE shall not allow any persons other than employees of LESSEE who are carefully selected to use the Equipment. Furthermore, if any unit or units of Equipment is a vehicle, LESSEE shall not permit any said unit to be used for hire or as a common carrier or to be used for trucking, transporting merchandise, or delivery purposes without the express written consent of LESSOR, and LESSEE shall not allow any person other than regularly licensed drivers to use the Equipment. LESSEE shall give LESSOR immediate notice of any attachment or other judicial process, liens or encumbrances affecting, or attempting to or which may affect the equipment, and LESSEE shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSOR may, for the purpose of inspection and at all reasonable business hours, enter upon any building or place where the Equipment is located. Upon the termination of this Lease, LESSEE authorizes LESSOR to enter upon its premises and to take possession of said Equipment without requiring court action or legal process and agrees to indemnify and hold LESSOR harmless from liability for any damages occasioned by such taking of possession.

16. EQUIPMENT AND LIABILITY. LESSOR, at LESSEE's request, has ordered or shall order the Equipment from the Seller named who was selected by LESSEE. LESSOR shall not be liable for specific performance of this Lease or for damages if, for any reason, said Seller delays or fails to fill the order or to deliver the Equipment to LESSEE. LESSEE agrees to accept such equipment upon delivery to LESSEE, and hereby authorizes LESSOR to add the serial number of the Equipment to this Lease.

17. ALTERATIONS AND REPAIRS. Without the prior consent of LESSOR, except as herein provided, LESSEE shall not make any alterations, additions or improvements to the Equipment. LESSOR shall not be obligated to make any repairs or replacements to the Equipment. LESSEE shall provide all services, maintenance and replacements necessary for the proper use and care of the Equipment, including all service, maintenance and replacements suggested in any manual provided by the manufacturer of the Equipment, including, without limitation, oil changes, lubrications and tune ups at the recommended intervals.

18. TERMINATION OF LEASE. On any termination of this Lease, LESSEE shall, at its sole expense, prepare for shipment and ship said Equipment freight prepaid to such place as LESSOR may direct. Said Equipment shall be at the full risk and expense of LESSEE until delivered to LESSOR as aforesaid in the same condition as when delivered to LESSEE, reasonable wear and tear excepted, and all expenses, if any, of loading and unloading said Equipment and off risk of loss or damage to the Equipment thereby shall be borne by LESSEE.

19. RISK OF LOSS. LESSEE hereby assumes and shall bear the entire risk of loss, theft, destruction and damage to and of the Equipment from any cause whatsoever. No loss, theft, damage or destruction of Equipment or any part thereof shall relieve the obligation of LESSEE to pay rent, or any other obligation of LESSEE hereunder, and this Lease shall remain in full force and effect. LESSEE shall cause to be reported to LESSOR immediately and in writing all accidents and situations in any way related to the Equipment, irrespective of whether any injury, loss or damage is apparent with a full, comprehensive, detailed statement of circumstances, names of persons injured and owners of damaged property and a listing of names and addresses of all witnesses. LESSEE will cooperate fully with LESSOR and any insurance carrier in the investigation and defense of any and all claims or suits arising from the operation of the Equipment or in any way related to the Equipment. In the event of damage of any kind whatever to any item of Equipment (unless the same is, in LESSOR's determination, damaged beyond repair, lost, stolen or destroyed) LESSEE, at the option of LESSOR, shall at LESSEE's expense (A) place the same in good repair, condition and working order, or (B) replace the same with like Equipment of the same or a later model, and in good repair, condition and working order. If the Equipment, or any item thereof, is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR therefor whichever of the following amounts is the greater:

(i) an amount equal to the unexpired amount of unpaid rent for the balance of the term of the Lease or the amount thereof proportionately allocable (based upon the actual cost of each item of the Equipment) to the unit or units involved, as the case may be, or (ii) an amount equal to the current market replacement cost of the Equipment, or the unit or units involved, to be supplied by Seller, upon such payment this Lease shall terminate with respect to the Equipment or unit thereof so paid for, and LESSEE thereupon shall become entitled to the same by quit claim conveyance, as is, where is, without warranty, express or implied, with respect to any matter whatsoever.

20. INSURANCE. Each unit of Equipment shall be kept insured by LESSEE at LESSEE'S own expense against such risks and at such limits as LESSOR in its sole discretion shall from time to time determine. The policies providing all such insurance shall be in such amounts and form and with such companies as LESSOR shall select or approve and all such policies shall insure the interests of LESSOR, its assigns and LESSEE as said interests may appear. Prior to the use of the Equipment by LESSEE, LESSEE shall deliver to LESSOR certificates of insurance satisfactory to LESSOR evidencing the following minimum insurance coverages: public liability - \$500,000 per person, \$500,000 per occurrence, property damage liability - \$500,000 per occurrence, casualty, including vandalism, fire, lightning and explosion, and other risks covered by expanded coverage for the full insurable value of each unit of Equipment which shall in no event be less than the replacement cost without depreciation. Said certificate of insurance shall provide that the insurance policies evidenced hereon shall not be cancelled or altered without at least thirty (30) days prior notice to LESSOR, its assigns and LESSEE, which may in its sole discretion at any time upon ten (10) days' written notice to LESSEE make any changes with respect to any of the insured risks, minimum insurance coverages, or other requirements set forth herein. Upon receipt of said written notice, LESSEE shall within ten (10) days obtain such minimum insurance coverage and comply with such other requirements as shall be set forth in the written notice. LESSEE shall deliver to LESSOR certificates of insurance satisfactory to LESSOR evidencing such minimum insurance coverage. If LESSOR elects to drop, cancel or any obligation to do so, upon written notice to LESSEE, obtain any insurance coverage described herein, the loss of any such insurance coverage obtained by LESSOR shall be deemed to be additional rent payable hereunder and shall be payable by LESSEE to LESSOR immediately. In the event that any of the policies or insurance coverage required hereunder shall be cancelled, the use by the LESSEE of the Equipment shall cease immediately until all such insurance coverage has been renewed or replaced in accordance with the terms of this paragraph without, however, affecting any obligations of the LESSEE under this Lease. In the event of and only to the extent that there is loss or damage to the Equipment which is covered by the insurance required hereunder, subject to and without limiting the provisions of paragraph 19 hereof with regard to the loss of the proceeds of such insurance shall be applied, (a) toward the replacement, restoration or repair of the Equipment, or (b) toward the obligations of LESSEE to rent hereunder. In the event that LESSOR elects to apply insurance proceeds to the repair or to the replacement of the damaged Equipment, this Lease shall continue in full force and effect without abatement of rent. In the event LESSOR elects to apply insurance proceeds to the payment of LESSEE'S obligations to pay rent hereunder, the LESSEE'S obligation for all or part of the rent shall cease only with respect to that part of the Equipment or that piece of Equipment lost or damaged, the amount of rent so abated in no event to exceed the amount of insurance settlement received by LESSOR and to be equally apportioned as reductions in the amounts remaining payable for the balance of the term hereunder.

21. ASSIGNMENT. Neither this Lease nor LESSEE'S right hereunder shall be assignable by the LESSEE, whether voluntarily, by operation of law or otherwise, except with LESSOR'S written consent, and the conditions hereof shall bind any permitted successors and assigns of LESSEE. It is understood that LESSOR contemplates assigning this Lease and/or mortgaging the Equipment, and that said assignee may assign the same. All rights of LESSOR hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to LESSEE, and the LESSEE acknowledges, consents and agrees that all rights in and to the Equipment described herein, including LESSEE'S right to possession to said Equipment, are subordinate junior and subject to the rights and claims of any assignee against said Equipment under any mortgage, title retention, or other security instrument, either now existing or hereafter created, including but not limited to the right of the assignee to repossess or recapture possession of said Equipment. LESSEE consents and agrees to the assignment to the assignee of all moneys due or to become due to LESSOR under this Lease, and in such event promises and agrees to settle all claims against LESSOR directly with it and hereby waives, relinquishes and disclaims any right or privilege to withhold payment of, or refrain from paying directly to any such assignee, any moneys now or hereafter owing under the terms of this Lease, and the right of the assignee to receive the rentals, as well as any other right of the assignee, shall not be subject to any defense, setoff, counterclaim or recoupment which may arise out of any breach or obligation of LESSOR or by reason of any other indebtedness or liability at any time owing by LESSOR to LESSEE. All rentals due hereunder shall be payable to the assignee by LESSOR whether or not this Lease is terminated by operation of law or otherwise, including, without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving LESSOR. LESSEE on receiving notice of any such assignment shall abide thereby and make payment as may be directed. Following such assignments, the term LESSOR shall be deemed to include or refer to LESSOR'S assignee provided that no such assignee shall be deemed to assume any obligation or duty imposed upon LESSOR hereunder and LESSEE shall only look to LESSOR for performance thereof.

22. SUBLEASE. In the event that the LESSOR is leasing the Equipment or any unit thereof from a third party, this Lease shall be deemed to be a sublease, the LESSOR shall be deemed to be a sublessor, and the LESSEE shall be deemed to be a sublessee.

23. NOTICE. All notices relating hereto shall be mailed to LESSOR or LESSEE, as the case may be, at the respective address shown or at any later address of which the sender may have been theretofore notified in writing. All such notices shall be deemed served when such notice shall have been mailed to the party to be notified by registered mail with postage prepaid.

24. CONFESSION OF JUDGMENT. LESSEE HEREBY CONSTITUTES AND IRREVOCABLY APPOINTS ANY ATTORNEY OF LAW OF ANY COURT TO BE THE TRUL AND LAWFUL ATTORNEY OF LESSEE AND, IN THE NAME, PLACE AND STEAD OF LESSEE, TO APPLY FOR LESSEE IN ANY COURT OF RECORD AT ANY TIME IN ANY SUIT OR SUITS BROUGHT AGAINST LESSEE FOR THE ENFORCEMENT OF ANY RIGHT OF LESSOR HEREUNDER FOR PAYMENT OF RENT OR ANY OTHER SUM OF MONEY HEREUNDER DUE LESSOR, TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND TRIAL BY JURY, AND, FROM TIME TO TIME, TO CONFESS JUDGMENT OR JUDGMENTS IN FAVOR OF LESSOR FOR SUCH SUMS AND FOR COSTS OF SUIT AND FOR A REASONABLE ATTORNEY'S FEE IN FAVOR OF LESSOR TO BE FIXED BY THE COURT, AND TO RELEASE ALL ERRORS THAT MAY OCCUR OR INTERVENE IN SUCH PROCEEDINGS, INCLUDING THE ISSUANCE OF EXECUTION UPON ANY SUCH JUDGMENT, AND TO STIPULATE THAT NO APPEAL SHALL BE PROSECUTED FROM SUCH JUDGMENT OR JUDGMENTS, AND THAT NO PROCEEDINGS IN CHANCERY OR OTHERWISE SHALL BE FILED OR PROSECUTED TO INTERFERE IN ANY WAY WITH THE OPERATION OF SUCH JUDGMENT OR JUDGMENTS OR OF ANY EXECUTION ISSUED THEREON OR WITH ANY SUPPLEMENTAL PROCEEDINGS TAKEN BY LESSOR TO COLLECT THE AMOUNT OF ANY JUDGMENT OR JUDGMENTS, AND TO CONSENT THAT EXECUTION ON ANY JUDGMENT OR DECREE IN FAVOR OF LESSOR AGAINST LESSEE MAY ISSUE FORTHWITH.

25. SERVICE OF PROCESS. This Lease, and the rights and liabilities of LESSOR and LESSEE, shall be determined and adjudicated pursuant to and in accordance with the laws of the State of Illinois, and this Lease shall be deemed to have been made and entered into in the county of the principal office of LESSOR in Illinois. LESSEE agrees that all litigations, actions or proceedings in any court of record which involve matters directly or indirectly arising from related to or in any way connected with this Lease and the matters set forth herein shall only be filed in courts of record of the State of Illinois or in a Federal Court for a Federal District of Illinois, and LESSEE consents to the jurisdiction of any such court and waives personal service upon LESSEE of any and all process issuing from any such court, and consents that any such process may be served by certified or registered mail, return receipt requested, directed to LESSEE at the address hereinabove stated, and that service so made shall be deemed completed within five (5) days after such mailing. In the alternative, LESSEE agrees that any such process may be personally served upon any party from time to time designated by LESSOR to be LESSEE'S agent for the receipt of such service process, and that any service so made shall be deemed to be completed provided that such agent promptly forwards to LESSEE the process so served by certified or registered mail as aforesaid. LESSEE waives any objection to venue of any such litigations, actions or proceedings instituted hereunder.

26. FURTHER ASSURANCES. From time to time throughout the term of this Lease with respect to any unit or units of the Equipment, LESSEE agrees to execute, acknowledge and deliver such further counterparts hereof or recording statements or such other documents which in the opinion of counsel for LESSOR may be reasonably required at any time in order to comply with the provisions of any applicable law or laws at any time in force requiring the recording or filing of this instrument or a copy hereof or a financing statement or similar document in connection herewith in any public office of the United States or of any state or of any political governmental subdivision of any state in order to establish, protect and maintain the rights and remedies of LESSOR hereunder, and LESSEE agrees to pay the fees or charges imposed by law for any such mandatory recording or filing, and the necessary out-of-pocket expenses of LESSOR or LESSEE in effecting such filing or recording.

27. CONSOLIDATION, MERGER OR SALE. In the event of any consolidation or merger of LESSOR into or with another corporation, or the sale of all or substantially all of the assets of LESSOR to another corporation, partnership or proprietorship, LESSOR shall be permitted to transfer all the rights and obligations under this Lease and the trustor, whether by consolidation, merger or sale, shall assume all obligations hereunder releasing LESSOR from all obligations and liabilities to LESSEE hereunder.

28. GENERAL. If more than one LESSEE is named in this Lease the liability of each shall be joint and several. LESSEE shall use the Equipment to a careful and proper manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment. The obligations of LESSOR hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, governmental regulations or interference or any cause whatsoever beyond the control of LESSOR. The terms and conditions of this Lease supersede those of all previous agreements between the parties with respect to that Equipment, and this Lease together with the Guaranty the Acceptance and Delivery Receipt and the Purchase Order constitute the entire agreement between the parties. Any provisions herof prohibited by, or unenforceable under, any applicable law of any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease provided, however, that to the extent that any provisions of any such applicable law may be waived, there are hereby waived by LESSEE to the full extent permitted by law to the end that this Lease shall be deemed to be valid and binding and enforceable in accordance with its terms. The titles to the paragraphs of this Lease are solely for the convenience of this Lease, and are not an aid to the interpretation of the instrument. Any person who signed this Lease in the space provided hereinabove and entitled "Personally guaranteed by" has done so with the intention of thereby personally guaranteeing the same, and such person agrees that he guarantees the performance by LESSEE of this Lease and all conditions, covenants and undertakings of LESSEE hereunder, and he guarantees the payment by LESSEE of all rental and other payments to be made by LESSEE to LESSOR hereunder.

Mail to Cloyd Federal Financial

D-2
WPC: 43346

LIBER - 492 PAGE 487

259633

To Be Recorded In The Financing
Statement Records of Anne
Arundel County

Not Subject to
Recordation Tax

This financing statement is not subject to recordation tax since it is given as additional security for the same obligations secured by a certain Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County.

FINANCING STATEMENT

This Financing Statement dated December 12, 1985, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtors:

Address for each Debtor:

Robert E. Meyerhoff

c/o Hendersen-Webb, Inc.
1025 Cranbrook Road
Cockeysville, MD 21030

Harry C. Meyerhoff

St. George's Gate Limited
Partnership, a Maryland
limited partnership

RECORD FEE 39.00

POSTAGE
#18472 C055 R01 T15:07 50

DEC 16 85

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

39.00
SD

1985 DEC 16 PM 11:15
MPE
AUBREY COLLISON
LEPA

2. Secured Party:

Aetna Life Insurance
Company

CityPlace
Hartford, Connecticut 06156
Attn: Aetna Realty
Investors, Inc.

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), including, without limitation, the items listed on Exhibit B attached hereto, 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 brackets, 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 certain Deed of Trust, Assignment of Rents and Security Agreement of even date herewith given by Debtors 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 a certain Promissory Note from St. George's Gate Limited Partnership to Aetna Life Insurance Company.

6. The real estate consists of three parcels of land and the improvements thereon located in Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto.

Debtors:


Robert E. Meyerhoff


Harry C. Meyerhoff

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St. George's Gate Limited
Partnership

By: Hendersen-Webb, Inc.

By: *Samuel M. Trivas*
Samuel M. Trivas,
Vice President

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

LIBER -492 PAGE 492

PARCEL 1:

BEGINNING FOR THE SAME thereof at a point on the northwest side of Faywood Avenue, sixty feet wide, as shown on the plat of "Corydale" recorded among the Land Records of Anne Arundel County in Plat Book 32, folio 86, at the distance of 115.00 feet, as measured South 64 degrees 52 minutes 00 seconds West along said northwest side of Faywood Avenue from its intersection with the southwest side of the Baltimore-Annapolis Boulevard, as widened as shown on said plat, running thence binding on said northwest side of Faywood Avenue five courses: (1) South 64 degrees 52 minutes 00 seconds West 113.00 feet, (2) westerly by a curve to the right with the radius of 270.00 feet, the distance of 90.00 feet, the chord of said arc being South 74 degrees 24 minutes 58 seconds West 89.58 feet, (3) South 83 degrees 57 minutes 55 seconds West 100.00 feet; (4) southwesterly, by a curve to the left with the radius of 430.00 feet, the distance of 447.46 feet, the chord of said arc being South 54 degrees 09 minutes 16 seconds West 427.54 feet, and (5) South 24 degrees 20 minutes 36 seconds West 72.26 feet, thence binding on a part of the southwest outline of the land shown on said plat two courses: (6) North 65 degrees 39 minutes 04 seconds West 514.23 feet, and (7) North 65 degrees 58 minutes 00 seconds West 350.44 feet, thence along the southeast line of the land conveyed by Alan A. Watty and wife to Baltimore Gas and Electric Company by Deed dated June 8, 1956 and recorded among the aforementioned Land Records in Liber GTC No. 1038, folio 404, (8) North 42 degrees 10 minutes 00 seconds East 1607.51 feet to a point on the southwest side of Baltimore-Annapolis Boulevard, as originally laid out, said southwest side being 20 feet southwest of the center line of Baltimore-Annapolis Boulevard, as shown on said plat, thence binding on said southwest side of Baltimore-Annapolis Boulevard (9) South 24 degrees 35 minutes 30 seconds East 95.77 feet, thence (10) South 42 degrees 10 minutes 00 seconds West 32.65 feet to a point on the southwest side of said Baltimore-Annapolis Boulevard, as shown on the plat herein referred to, thence binding thereon, (11) South 24 degrees 35 minutes 30 seconds East 266.32 feet, thence binding on the outlines of "Corydale", as shown on said plat, eight courses (12) South 42 degrees 09 minutes 10 seconds West 195.48 feet, (13) South 25 degrees 08 minutes 00 seconds East 369.89 feet, (14) South 64 degrees 52 minutes 00 seconds West 48.00 feet, (15) South 25 degrees 08 minutes 00 seconds East 145.00 feet, (16) North 64 degrees 52 minutes 00 seconds East 78.00 feet, (17) South 25 degrees 08 minutes 00 seconds East 112.50 feet, (18) North 80 degrees 49 minutes 00 seconds East 36.40 feet, and (19) South 25 degrees 08 minutes 00 seconds East 110.00 feet to the place of beginning. Containing 22.5220 acres of land.

PARCEL II:

BEGINNING FOR THE SAME thereof at the westernmost corner of the land shown on the plat of "Corydale" recorded among the Land Records of Anne Arundel County in Plat Book 32, folio 86, running thence binding on the northwest outline of said land, (1) North 46 degrees 44 minutes 00 seconds East 1089.67 feet, thence still binding on the outlines of said land, (2) South 47 degrees 50 minutes 00 seconds East 180.58 feet, thence binding on the northwest line of the land conveyed by Alan A. Watty and wife to Baltimore Gas and Electric Company by Deed dated June 8, 1956 and recorded among the aforementioned Land Records in Liber GTC 1038, folio 404, (3) South 42 degrees 10 minutes 00 seconds West 998.66 feet, and thence binding on a part of the southwest outline of "Corydale", as shown on the plat herein referred to, (4) North 65 degrees 58 minutes 00 seconds 281.32 feet to the place of beginning. Containing 5.3161 acres of land.

SAVING AND EXCEPTING, HOWEVER, so much thereof as was conveyed to the State of Maryland to the Use of the State Highway Administration of the Department of Transportation by Deed dated November 30, 1983 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. No. 3676, folio 870 from Robert E. Meyerhoff and Harry C. Meyerhoff.

TOGETHER WITH the benefits of those certain easement agreements as follows:

-Deed of Easement dated July 7, 1964 and recorded among the Land Records aforesaid in Liber L.N.P. No. 1773, folio 236;

Deed of Easement dated July 7, 1964 and recorded as aforesaid in Liber L.N.P. No. 1773, folio 241.

PARCEL NO. III:

BEGINNING FOR THE SAME thereof at a point on the southernmost side of Faywood Avenue, 60 feet wide, said point being the northwesternmost corner of Lot 1, Block "A" as shown on the plat of Section 2, Corydale recorded among the Land Records of Anne Arundel County in Plat Book 32, folio 16; thence with the southwesternmost side of said lot South 25 degrees 08 minutes 00 seconds East, 120.06 feet to a point at the end of the fourth or North 64 degrees 50 minutes 00 seconds east 160.47 foot line of the first parcel of land conveyed by Israel Miller, et. al., to Robert E. and Harry C. Meyerhoff by Deed dated August 11, 1965 and recorded among the Land Records of Anne Arundel County in Liber

LHP No. 1891, folio 472; thence reversely with a portion of the outline of said deed the following four (4) courses: (1) South 64 degrees 50 minutes 00 seconds West, 160.47 feet; (2) South 25 degrees 10 minutes 00 seconds East 185.00 feet; (3) South 64 degrees 50 minutes 00 seconds West 380.55 feet; and (4) North 65 degrees 39 minutes 24 seconds West 316.95 feet to intersect the aforementioned southernmost side of Paywood Avenue; thence with said side of the following five (5) courses: (1) North 24 degrees 20 minutes 36 seconds East, 72.26 feet; (2) 385.02 feet by an arc curving to the right with a radius of 370.00 feet which arc is subtended by a chord bearing North 54 degrees 09 minutes 15.5 seconds East, 367.89 feet; (3) North 83 degrees 57 minutes 55 seconds East 100.00 feet; (4) 110.00 feet by an arc curving to the left with a radius of 330.00 feet, which arc is subtended by a chord bearing North 74 degrees 24 minutes 57.5 seconds East, 109.49 feet; and (5) North 64 degrees 52 minutes 00 seconds East, 128.00 feet to the point of beginning. Containing 4.4392 acres of land, more or less.

HENDERSON WEBB INC

12/10/85 Valleybrook Apartments

APPLIANCES

636 Ream furnaces

AC UNITS

636 Ream units

REFRIGERATORS

517 GE 14 cubic ft.
220 GE 10 cubic ft.
5 Sears 10 cubic ft.
10 Sears 14 cubic ft.

RANGES

239 Hardwick gas
250 Brown gas
187 Columbus gas
32 Royal Rose gas
48 Columbus electric

HOT WATER HEATERS

39 Bach 80 gallon gas
30 Day and Night 80 gallon gas

ELECTRIC BASEBOARD HEATERS

120 Emersons

GARBAGE DISPOSALS

146 Emersons
197 Westinghouse
214 Frigeradaire

RANGE HOODS

198 Miami Carey
4 GE

Mail to Real Estate Title Co Inc

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251189
RECORDED IN LIBER 471 FOLIO 330 ON March 9, 1984 (DATE)

1. DEBTOR

Name COMMUNITY FUEL CO., INC.
Address Old Annapolis Road and B & A Railroad, Linthicum Heights, MD 21090

2. SECURED PARTY

Name ARMCO COMMERCIAL, DIVISION OF ARMCO FINANCIAL CORPORATION
Address 440 Sylvan Avenue, Englewood Cliffs, NJ 07632

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

1985 DEC 17 AM 10:07
E. AUBREY COLLISON
CLERK

D. E. CLERK

RECORD FEE 10.00
POSTAGE .50
#18562 C055 R01 110:07
DEC 17 85

Dated December 2, 1985

ARMCO COMMERCIAL, DIVISION OF
ARMCO FINANCIAL CORPORATION
By: Alan F. McKay, VP
(Signature of Secured Party)
Alan F. McKay, Vice President
Type or Print Above Name on Above Line

Mail to Armco Commercial

1000
D

FOR FILING WITH CLERK OF CIRCUIT COURT, Anne Arundel County, Maryland

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258056
RECORDED IN LIBER 488 FOLIO 458 ON August 21, 1985 (DATE)

1. DEBTOR

Name COMMUNITY FUEL CO., INC., Debtor-in-Possession
Address Old Annapolis Road and B & A Railroad, Linthicum Heights, MD 21090

2. SECURED PARTY

Name GLENFED FINANCIAL CORPORATION, Commercial Finance Division
Address 440 Sylvan Avenue, Englewood Cliffs, NJ 07632

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

3. Maturity date of obligation (if any)

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 checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
	"general intangibles consisting solely of customer lists."	

1985 DEC 17 AM 10:07
E. AUDREY COLLISON
CLERK



RECORD FEE 10.00
POSTAGE .50
#18563 C055 R01 T10:07
DEC 17 85

Dated December 2, 1985

GLENFED FINANCIAL CORPORATION
Commercial Finance Division
By: Alan F. McKay
(Signature of Secured Party)
Alan F. McKay, Vice President
Type or Print Above Name on Above Line

Mail to Glenfed Financial Corp

1000/50

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 436 Page No. 240
Identification No. 237409 Dated 4/13/81

1. Debtor(s) { Theo & Margie J Lewis
Name or Names—Print or Type
400 Wilkes Ln, Pasadena, AA CO, MD 21122
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { 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 DEC 17 AM 10:10
E. AUGHEY / COLLISON
CLERK
dlw

RECORD FEE 10.00

POSTAGE

#19556 0055 701 17 8

Dated: NOV. 21 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)

Mail to Sears, Roebuck & Co.

1000
JD

FINANCING STATEMENT FORM UC 21
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____
SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 11/12/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SHAYNA MAYDELA, II, INC.
Address 11th Floor, Rodney Square North, 11th & Market Streets, Wilmington, DE 19801

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 200 Sheffield Street
Mountainside, NJ 07092

RECORD FEE 11.00
POSTAGE 50
#09200 C777 R02 J11:08
DEC 17 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)

1985 38' Chris Craft Model 381 Catalina fiberglass hull #CCHEJ235J485
1985 Twin 340 HP Mercruiser gas engines #Pt.MIE454L678577

Home anchorage/winter: Annapolis, MD

RESIDENCE: Ronald Wasserman
2547 Shelmire Avenue
Philadelphia, PA 19152

ASSIGNEE:
HORIZON FINANCIAL, F.A.
808 Masons Mill Business Pa.
1800 Byberry Road
Huntingdon Valley, PA, 19001

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ronald Wasserman Secretary/Treasurer
(Signature of Debtor)
Shayna Maydela, II, Inc.
Ronald Wasserman, Secretary/Treasurer
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MA R AGENT
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

1985 DEC 17 AM 11:16
MP
E. MARSH COLLISON
CLERK

1100
1150

Mail to Horizon Financial F.A.

Anne Arnold Co
12-9-85

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

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

Secured Party:
NAME: Avco Financial Services
ADDRESS: PO Box 997
CITY & STATE: Glen Burnie Maryland 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	
<u>Jarvis Tolver and Kaffin</u>		<u>12-13-82</u>	
<u>7237 D Brownell Rd</u>		ACCOUNT NO.	TAB
<u>Ft Meade Maryland</u>	<u>20755</u>	<u>497709516</u>	<u>16</u>

Filed with: Clerk of crt AA County file 8375

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.
(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50
#09208 C777 R02 T11:28
DEC 17 95
DEC 17 AM 11:44
MAY COLLISON
CLERK
MP

TERMINATION STATEMENT

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

Avco Financial Serv. LIBER 458 pg 62 ID # 245793
(SECURED PARTY)
BY Howell (Cash Serv Rep) Dated: 9-16, 19 85
TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1256 (5-81)

1033

Mail to: AVCO Financial

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: 7164 D FURNACE BRANCH 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	
GARFIELD AND MARGURRIE HILL		08-20-80	
3063 B HOWR CT		ACCOUNT NO.	TAB
FT HEADE	MD 20755	22102151	5304

Filed with: CLERK OF THE COURT W GARRETT LARRIMORE

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, Equipment and Accessories now or hereafter attached thereto;

(b) If checked at left, all household goods, furniture, appliances, and consumer goods of every kind and description owned at the time of the loan secured hereby, or at the time of any refinancing or renewal thereof, or cash advanced under the loan agreement secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
POSTAGE 50
#09289 C777 R02 11:29
DEC 17 85

TERMINATION STATEMENT

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

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY A. Howell (Cust Sec Rep) Dated: 10-4 19 85
TITLE

ACKNOWLEDGMENT COPY

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

19-1209 (REV. 3-75)

1000
1030

Mail to AVCO Financial Services

MP

1985 DEC 17 11:29

E. AUBREY COLLISON
CLERK

LIBER-492 PAGE 502

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
 (TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)	Secured Party: AVCO FINANCIAL SERVICES	FILING OFFICER NOTICE:	
	NAME: _____	PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.	
	ADDRESS: PO BOX 997		
	CITY & STATE: GLEN BURNIE MD 21061		
DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
ROBERT C JACKSON AND DARLA JACKSON		6-29-83	
8180 SONNY DRIVE		ACCOUNT NO.	TAB
MILLERSVILLE MARYLAND	21108	595706521	21

Filed with **CLERK OF COURT AA COUNTY MD** FILE **8763**

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
1977	CHRYSLER	25		5522N7P238532		8

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto:

(b) Checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

I HEREBY CERTIFY THAT THE FILING FEE HAS BEEN PAID TO THE MOTOR VEHICLE ADMINISTRATION.

WITNESS JOYCE RALEY ROBERT JACKSON

RECORD FEE 10.00
 POSTAGE .50
 #09290 C777 R02 T11:29
 DEC 17 85

TERMINATION STATEMENT

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

AVCO FINANCIAL SERVICES Lib 463 pg 575 248212
 (SECURED PARTY)
 BY A. Howell (Cust. Serv. Rep) Dated: 10-14, 19 85
 TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
 19-1255 (5-81)

Mail to AVCO Financial Services

1050

1985 DEC 17 AM 11:44
 E. AUBREY COLLISON
 CLERK

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT		
Assignee(s) of Secured Party and Address(es) Secured Party: NAME: <u>Avco Financial Services</u> ADDRESS: <u>716 E Furnace Br Rd</u> CITY & STATE: <u>Glen Burnie, Md. 21061</u>	FILING OFFICER NOTICE: PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.	
	DEBTOR(S) (AND ADDRESSES) <u>William and Margaret Schriver</u> <u>208 Mulberry Ave Pasadena, Md. 21122</u>	DATE OF THIS FINANCING STATEMENT <u>3-3-82</u>
	ACCOUNT NO. <u>7655</u>	TAB

Filed with: Clerk of Circuit Crt Anne Arundel Co Annapolis, Md. 21062

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)

1985 DEC 17 AM 11:44
 COLLISION
 MP

RECORD FEE 10.00
 POSTAGE 50
 #09291 C777 R02 11:31
 DEC 17 85

TERMINATION STATEMENT

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

AVCO FINANCIAL SERVICES Liber 447 pg 384 241705
(SECURED PARTY)
 BY [Signature] Dated: Oct 23, 19 81
TITLE

ACKNOWLEDGMENT COPY
 Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
 19-1255 (5-81)

DSJ Mail to AVCO Financial Services

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 SERVICES</u>		PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.	
ADDRESS: <u>7164 E FURNACE BR RD</u>		DATE OF THIS FINANCING STATEMENT		
CITY & STATE: <u>GLEN BURNIE, MD 21061</u>		ACCOUNT NO.	TAB	
DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT		
<u>IVAN E OGLE AND ELLEN</u>				
<u>905 MAYO RD</u>				
<u>EDGEWATER, MD 21037</u>				

Filed with: CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
POSTAGE 50
NO9292 C777 R02 T11:31
DEC 17 85

TERMINATION STATEMENT

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

AVCO FINANCIAL SERVICES
(SECURED PARTY) *Lib 461 pg 388*

BY A Howell (Cust Service Rep) Dated: 10-31, 19 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.

19-1255 (5-81)

1985 DEC 17 AM 11:44
E. AUDREY COLLISON
CLERK

1000

Mail to AVCO Financial Services

FINANCING STATEMENT

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

1. Name of Debtor: WILLIAM B. CARRAWAY and JULIA A. CARRAWAY, his wife.
Address: P. O. Box 493, Annapolis, Maryland 21403

RECORD FEE 12.00
POSTAGE 50
#09293 0777 R02 111:35
DEC 17 85

2. Name of Secured Party: ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION
Address: 1746-48 York Road
Ridgely Plaza Shopping Center
Lutherville, Maryland 21093

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

1. The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures of every kind and description, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever at any time located on the mortgaged premises hereinafter referred to or used in connection with the present or future operation of said premises, and now owned or hereafter acquired by Debtor, including but not limited to, all heating and lighting equipment, pipes, pumps, tanks, motors, conduits, refrigerators, plumbing, ventilating, air-cooling and air-conditioning apparatus, partitions, ducts and compressors whether now located or hereafter located or installed on the premises described in a certain Mortgage dated December 11th, 1985 from Debtor to Admiral-Builders Savings and Loan Association, all property being located in the Second Assessment District of Anne Arundel County, State of Maryland, being described in Exhibit A attached hereto.

2. All accounts receivable in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

3. All contract rights in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

1200
1250

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

Debtor:

Secured Party:

William B. Carraway
William B. Carraway

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

Julia A. Carraway
Julia A. Carraway

BY: William M. Levy
William M. Levy

1985 DEC 17 11:44
E. AUBREY COLLISON
REC'D

KARL M. LEVY
WILLIAM M. LEVY
ATTORNEYS
FIDELITY BUILDING
210 N. CHARLES ST.
BALTIMORE, MD. 21201

~~PLEASE RECORD IN THE OFFICE OF RECORDS AND DOCUMENTS AND THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~

EXHIBIT A

BEING known and designated as Lot No. 1 as shown on a Plat entitled "Valentine Creek Section 2", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 87, folio 29.

BEING the same lot of ground which, by Deed dated May 9th, 1985 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. No. 3890, folio 174, was granted and conveyed by Dunn Development Company, Inc. to William B. Carraway and Julia A. Carraway, his wife.

TOGETHER with a twenty (20) foot right of way described in a Deed of Right of Way dated May 9th, 1985 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. No. 3890, folio 176, from Dunn Development Company, Inc. to William B. Carraway and Julia A. Carraway, his wife.

Mail to ~~Karl M. Levy &~~
William M. Levy

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Land Records: C.M.P. No. 1218 folio 340
Roll No. _____

Page No. _____

Identification No. _____

Dated December 29, 1983

1. Debtor(s) { W.A.M.J.N.S., a Maryland Partnership
Name or Names—Print or Type
10 Warrenton Drive, Silver Spring, Maryland 20904
Address—Street No., City - County State Zip Code

2. Secured Party { Realty Mortgage Investment Corp.
Name or Names—Print or Type
8150 Leesburg Pike, Vienna, Virginia 22180
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 10.00
POSTAGE .50
#18625 C237 R01 714:09
DEC 17 85

1985 DEC 17 PM 2:09
E. AUDREY COLLISON
CLERK

Dated: 11/25/85 First Federal of Maryland, FSA successor to
Realty Mortgage Investment Corp.
Name of Secured Party
By: Richard L. Zeigler
Signature of Secured Party
Richard L. Zeigler, Exec. Vice President
First Federal of Maryland, FSA successor to
Type or Print (Include Title if Company)
Realty Mortgage Investment Corp.

Lucas Bros. Form T-1
PLEASE RETURN TO:
RICHARD N. KERR
ATTORNEY AT LAW
1105 FIDELITY BUILDING
BALTIMORE, MD. 21201

Mail to _____

10.00

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

LIBER - 492 PAGE 508

259611

1. Debtor:
THOMAS P. PRICKETT
and
MARGARET E. PRICEKTT

Address:
406 Yantz Drive
Severna Park, Maryland 21146

2. Secured Party:
SECOND NATIONAL BUILDING
& LOAN, INC.

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

RECORD FEE 14.00
POSTAGE .50
#18640 0237 R01 T15:19
DEC 17 85

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(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, 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 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.

1985 DEC 17 PM 3:27

E. AUBREY COLLISON
CLERK

14.5
2

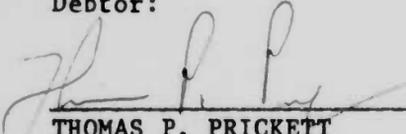
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises or as used as a commercial warehouse.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust, Additional Security Assignment of Leases executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor:

 (SEAL)
THOMAS P. PRICKETT

 (SEAL)
MARGARET E. PRICKETT

Dated: 10/6/85

MR. CLERK: Return to:

Edward O. Wayson, Jr., Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

SCHEDULE "A"

BEING KNOWN AND DESIGNATED AS Lot C, containing 69,730 square feet as shown on a plat entitled "Administrative Lot Line Change, Resubdivision of B & C, Lot 3, Section 1, Plat Book 77, at plat 10, Severn Industrial Park", which plat is recorded among the Land Records of Anne Arundel County in Liber 3681, folio 171.

BEING KNOWN AND DESIGNATED AS the property known as "Scenic Easement", containing 35,147 square feet as shown on a plat entitled "Administrative Lot Line Change, Resubdivision of B & C, Lot 3, Section 1, Plat Book 77, at plat 10, Severn Industrial Park:", which plat is recorded among the Land Records of Anne Arundel County in Liber 3681, folio 171.

NOTE: The above described Scenic Easement is to be conveyed unto the State of Maryland at such time upon request.

Mail to Second Natl Bank

STATE OF MARYLAND

Courtesy

LIBER - 492 PAGE 511

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 236794

RECORDED IN LIBER 434 FOLIO 432 ON 2/25/81 (DATE)

RECORD FEE 10.00
POSTAGE .50

1. DEBTOR

#09329 C777 R02 T15:40
DEC 17 85

Name Leo's Vacation Center, Inc.

Address 729 Md Rt. #3, North Lane, Gambrills, MD 21054

2. SECURED PARTY

Name FinanceAmerica Private Brands, Inc.

Address 85 W. Algonquin Road, Sute 360, Arlington Heights, IL 60005

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

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

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

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

Please amend Secured Party's name to read:
BancAmerica PrivateBrands Inc.

Also, amend Secured Party's address to include: P.O. Box 1610

D. E. CLERK

1985 DEC 17 PM 4:11
E. AUBREY COLLISON
CLERK

X Leo R. Merkel Pres
(Leo R. Merkel - President)
Leo's Vacation Center, Inc.

Mail to FinanceAmerica

Dated X Nov. 21, 1985

Janet Kaiser
(Signature of Secured Party)

Janet Kaiser - Account Secretary
Type or Print Above Name on Above Line

NOV 22 1985

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252288

RECORDED IN LIBER 474 FOLIO 37 ON 06/1-/84 (DATE)

1. DEBTOR

Name John M Thomas
Address 7848 Woodside Terr. ,04, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Norwest Financial Leasing Inc
Address 8 E Fayette Street Baltimore, Md. 21202

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

3. Maturity date of obligation (if any) 5/9/87

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE 50
#09331 0777 R02 T15:42
DEC 17 85

Dated 12/11/85

Daniel Sanford
(Signature of Secured Party)

Daniel Sanford - Manager
Type or Print Above Name on Above Line

1985 DEC 17 PM 4:11
E. AUBREY COLLISON
CLERK

Mail to Norwest Financial Leasing



MARYLAND NATIONAL BANK
We want you to grow.TM
MEMBER FDIC

259617

RECORD FEE 11.00
POSTAGE .80
#09334 0777 R02 115:46
DEC 17 85

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Clerk of the Court 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) _____
 Aggregate Transport Corporation 10 South River Clubhouse Road
 Harwood, Maryland 20776

6. Secured Party _____ Address _____
 Maryland National Bank P.O. Box 871
 Attention: Peggy Hall Annapolis, Maryland 20401

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.

Aggregate Transport Corporation
David C. Gable (Seal) Secured Party
 David E. Gable, President Maryland National Bank
Thomas S. Gooding (Seal) Debra L. Phipps (Seal)
 Thomas S. Gooding, Vice President
 _____ (Seal) Debra L. Phipps, Branch Officer
 _____ (Seal) Type name and title

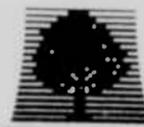
Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

1985 DEC 17 PM 4:11

E. AUBREY COLLISON
CLERK

MARYLAND NATIONAL BANK

P.O. Box 871
Annapolis, Maryland 21404



LIBER - 492 PAGE 514

Schedule A

Borrower: Aggregate Transport Corporation
Loan dated: 12/3/85
Loan Amount: \$ 81,380.00

Collateral
Description:

Chasis
1986 Mack
Model RD 686SX
Chassis Serial Number RD686SX - 13680
Vehicle ID# 1M2P140C5GA013680

Body-
J&J Dump Body
Serial # S9753

David E. Gable (Seal)
David E. Gable, President

Thomas S. Gooding (Seal)
Thomas S. Gooding, Vice President

Mail to Maryland Nat'l Bank

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 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.

RECORD FEE 11.00
POSTAGE .50
#09335 0777 R02 T15:48
DEC 17 85

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 1, 1985 between Assignor as Lessor and LEASE ACCOUNT #NR1046 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 12/6/85 between Assignor and Assignee:

- 1 (One) Bidmaster 2 Estimating Computer System S/N 194192
- 1 (One) CRT S/N T28553
- 1 (One) Okidata 182 Printer S/N 97951
- 1 (One) Estimating II Terminal S/N T29292
- 2 (Two) Overlay Keyboards S/N's 5183C; 5137C

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 Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
OF BALTIMORE

William J. Ottey
(Signature of Secured Party)

William J. Ottey, V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mail to Irvington Fed S & L Assn.

1985 DEC 17 PM 4:11
E. AUBREY COLLISON
CLERK

1100
350



MARYLAND NATIONAL BANK
We want you to grow.
MEMBER FDIC

259611

FINANCING STATEMENT

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

5. Debtor(s) Name(s) Address(es)
 WALTER M. SHPUNTOFF 8 Maryland Ave., #3C
 Annapolis, Md. 21401

6. Secured Party Address
 Maryland National Bank P.O. BOX 871
 Attention: D.L. Phipps Annapolis, Md. 21404

RECORD FEE 11.00
 POSTAGE 50
 NOV 30 1985 C777 R02 11:49
 DEC 17 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 to or is 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.

Walter Shpuntoff (Seal)
 Walter M. Shpuntoff
 _____ (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
Debra L. Phipps (Seal)
 Debra L. Phipps/Branch Officer
 Type name and title

1985 DEC 17 PM 4:11
 MPE MISS LOLLISON
 CLERK

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

SCHEDULE "A"

LIBER - 492 PAGE 517

DESCRIPTION OF COMPUTER

1 TA2 - Chassis
1 UDC11 - Disk Controller
1 ORAM 22B/1M - Memory
1 SA712 - 10 MD Hard Disk
1 DLV11-J - 4 Line Controller (Terminals, printers, etc)
1 SA465 - Floppy Disk Drive
1 KDJ11-AA - CPU
1 VT220-C - Terminal
Serial Number for this unit is #3899

Loan Dated October 17, 1985

Borrower: Walter M. Shpuntoff

Walter M. Shpuntoff

Amount Borrowed: \$ 5,127.00

Mail to

Darlington Fed St L

LIBER - 492 PAGE 518

259645

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No of Additional Sheets Presented	3 Maturity Date (optional) MD 1395788
1 Debtor(s) (Last Name First and Address(es)) Edward C. Hudson Sr. dba Hudson Freight Co. 8112 Foxwell Rd. Millersville, MD 21108	2 Secured Party(ies) Name(s) and Address(es) Dutchman's Truck Service Inc. R.D. 3 Denver, PA 17517		4 For Filing Officer: Date, Time, No. Filing Office RECORD FEE 12.00 POSTAGE .50 #09341 C777 R02 115:53 DEC 17 85
5 This Financing Statement covers the following types (or items) of property New 1985 Freightliner, FLC12064T Serial #1FUPYSYB3FH211887		6 Assignee(s) of Secured Party and Address(es) Associate Commercial Corporation 638 E. Lancaster Avenue Frazer, PA 19355	
"NOT SUBJECT TO RECORDATION TAX" Conditional Sales Contract signed 9/27/85		7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * (Describe Real Estate Below)	
XX Proceeds — <input type="checkbox"/> Products of the Collateral are also covered		9 Name(s) of Record Owner(s)	
8. Describe Real Estate Here		Section Block Lot	
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)			
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state, or			
<input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected			
Edward C. Hudson Sr. dba Hudson Freight Co.		Dutchman's Truck Service, Inc.	
By <u><i>Edward C. Hudson Sr.</i></u> Signature(s) of Debtor(s)		By <u><i>Melvin E. Sauder Pres.</i></u> Signature(s) of Secured Party(ies)	
603871 (6-80) (1) FILING OFFICER COPY - NUMERICAL STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.			

MP
1985 DEC 17 PM 4:12
E. AUBREY COLLISON
CLERK

Mail to Associate Commercial Corp

FINANCING STATEMENT FORM UCC-1

Identifying File No. #4745 259646

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Concrete Placing Services of Md., Inc.

Address 708 N. Crain Highway, Glen Burnie, Md. 21061

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 (1) Aaladin High Pressure Hot Water Washer, Model 1440 Serial Number 9599

CONDITIONAL SALES CONTRACT

RECORD FEE 11.00
POSTAGE .50
#09343 C777 R02 T15:55
DEC 17 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)

Concrete Placing Services of Md., Inc.

Signature of Debtor

William J. Brown/President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mail to National Surety Leasing

NATIONAL SURETY LEASING, INC.

Signature of Secured Party

Carole Hardesty

Type or Print Above Signature on Above Line

1985 DEC 17 PM 4:12
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. #4744 259647

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Young, Michael T/A Print Force

Address 160 Ritchie Highway, Severna Park, Md. 21146

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 (1) Chief 17 Press, Serial Number 4-957 with T-51 Color Head and Envelope Feed, Serial Numbers 029977J/1902

CONDITIONAL SALES CONTRACT

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)
Michael Young T/A Print Force

Michael Young
(Signature of Debtor)

Michael Young/Owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mail to National Surety Leasing

NATIONAL SURETY LEASING, INC.

Carole Hardesty
(Signature of Secured Party)

Carole Hardesty
Type or Print Above Signature on Above Line

RECORD FEE 12.00
POSTAGE .50
#09344 C777 R02 T15:56
DEC 17 85

1985 DEC 17 PM 4:12

E. AUBREY COLLISON
CLERK

FILED IN THE LOCAL COURT AT THE FEE OF: *

FINANCING STATEMENT FILE #:

RECORD FEE 12.00
#09345 C777 R02 T16:00
DEC 17 85

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER
PURSUANT TO THE UNIFORM COMMERCIAL CODE.

1. DEBTOR(S) AND ADDRESS(ES): 2. A. SECURED PARTY AND ADDRESS

National Fitness Center
7963 Baltimore Annapolis Blvd.
Glen Burnie, Maryland 21061

MERRITTAN SUNFUN, INC.
7S-U WEST AYLESBURY RD.
TIMONIUM, MARYLAND 21093

✓ Larwence Ray

~~Mail to~~ ASSIGNEE (IF ANY) OF SECURED
PARTY:

3. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF
PROPERTY:

one (1) Hawaii SUN SYSTEMS

4. PROCEEDS AND PRODUCTS OF COLLATERAL ARE COVERED HEREUNDER.

5. THIS TRANSACTION IS /EXEMPT FROM RECORDATION TAX. (MD.)
PRINCIPAL AMOUNT OF DEBIT INITIALLY INCURRED IS: \$ 3,984.75

6. RETURN TO: MERRITTAN SUNFUN, INC.
7 S-U WEST AYLESBURY RD.
TIMONIUM, MARYLAND 21093

DEBTOR:

SECURED PARTY:
MERRITTAN SUNFUN, INC.

BY: Lawrence Ray

BY: R.A. Brown

BY: [Signature]

BY: ROGER A. BROWN

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 THEIR TITLE, IF ANY.
MD., D.C., VA., PA.

1985 DEC 17 PM 4:12
AUDREY COLLISON
CLERK

DP

FILED IN THE LOCAL COURT AT THE SEE OF \$2597.46

FINANCING STATEMENT FILE #:

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER
SUBJECT TO THE UNIFORM COMMERCIAL CODE.

RECORD FEE 11.00
#09347 C777 R02 T16:01
DEC 17 85

1. A. DEBTOR NAME (S) AND ADDRESS (S)

PAT DAINES
324 TERNWING DR.
ARNOLD, MARYLAND 21012

2. A. SECURED PARTY AND ADDRESS

MERRITTAN SUN FUN, INC.
7 SU WEST AYLESBURY RD.
TIMONIUM, MD. 21093

MP

Mail to ASSIGNEE (IF ANY) OF SECURED
PARTY: _____

3. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF
PROPERTY:

TANKING EQUIPMENTS: IN THE AMOUNT OF: \$2597.46

4. PROCEEDS AND PRODUCTS OF COLLATERAL ARE COVERED HEREUNDER.

5. THIS TRANSACTION IS EXEMPT FROM RECORDATION TAX. (MD.)
PRINCIPAL AMOUNT OF DEBIT INITIALLY INCURRED IS: \$2597.46

6. RETURN TO: MERRITTAN SUNFUN, INC.
75-U WEST AYLES BURY RD.
TIMONIUM MD. 21093

DEBTOR: PAT DAINES
324 TERNWING DR.
ARNOLD MD. 21012

SECURED PARTY: MERRITTAN SUNFUN
7 S-U WEST AYLESBURY
TIMONIUM MD. 21093

BY: * Pat Daines

R.A. Brown V.A.

BY: _____

BY: ROGER A. BROWN

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 THEIR TITLE, IF ANY.
MD., D.C., VA., PA.

1985 DEC 17 PM 4:12
E. AUBREY COLLISON
CLERK

259650

LIBER - 492 PAGE 523

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) Brown, Croft & Frazier, P.A. 100 Cathedral, Suite 1-A Annapolis, Maryland 21401	2. Secured Party(ies) and address(es) Wells Fargo Leasing Corporation Vendor Division 101 California Street, Suite 2800 San Francisco, California 94111	Far Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #09357 C777 R02 108:56 DEC 18 85
---	---	--

4. This financing statement covers the following types (or items) of property: Each and every item of equipment, machinery or other personal property ("Item"), together with all accessories and components attached to or incorporated in the Item, whether now owned or hereafter acquired, leased by Secured Party to Debtor pursuant to Lease #11-2295806 dated 11-27-85, including without limitation One NMCS IBM System 36 Computer, and all substitutions and replacements for the Item and additions, improvements and accessions to the Item. This financing statement is filed as a precaution only in the event that, contrary to the intent and belief of the parties, the above Lease is held not to be a true lease. SEE SCHEDULE "A" ATTACHED

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

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

By: <u>Brown, Croft & Frazier, P.A.</u> <i>Robert W. Frazier MD sec</i> Signature(s) of Debtor(s)	By: <u>Wells Fargo Leasing Corporation</u> <i>[Signature]</i> Signature(s) of Secured Party(ies)
---	--

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

Mail to _____

1985 DEC 18 AM 10:21
E. AUDREY COLLISON
CLEAR
MP

SCHEDULE "A" IBER - 492 PAGE 524

Computer Ship to: Brown, Croft and Frazier
 100 Cathedral Street, Suite 1-A
 Annapolis, MD 21401

Device	Description	Quantity	Price
5360	B23 Processor (256K MAG, 200MB)	1	
1006	256K Memory Module	1	
5291-2	Display Station with Keyboard	5	
5262-1	Impact Line Printer	1	
8809	Tape Drive Unit	1	
7960	Tape Attachment	1	
	PC System Unit 256K/2-360KB	1	
	Monochrome Display	1	
	Monochrome Display/Printer Adapter	1	
	Graphics Printer	1	
	Printer Cable	1	
	Printer Stand	1	
	DOS 3.1	1	
	5250 Enhanced Convenience Kit	1	
	Bizcomp Intellimodem	1	
5727-SS1	System Support Program	1	
5727-UT1	Utilities	1	
5727-6000	Extended SSP	1	
	National Medical Application	1	
	Teledun	1	
	Hospital Data Capture	1	
	Electronic Billing	2	
	SLSS (System Library Subscription Service)	1	

1100
1150

Mail to Wells Fargo Leasing

STATE OF MARYLAND

AA Co.

LIBER - 492 PAGE 525

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 246087

RECORDED IN LIBER 458 FOLIO 570 ON 2/8/83 (DATE)

RECORD FEE 10.00
POSTAGE 1.50
#09359 C777 R02 T09:00

1. DEBTOR

Name Tri-State Marine Distributors, Inc.

Address P.O. Box 121, Route 256, Deale, Maryland 20751

2. SECURED PARTY

Name The First National Bank of Maryland

Address 6704 Curtis Court, Glen Burnie, Md. 21061

DEC 18 85

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

3. Maturity date of obligation (if any) 11/25/85

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 XX**
(Indicate whether amendment, termination, etc.)

Equitabel Bank, NA
100 S. Charles St.
Baltimore, Md. 21201
Attn: Paul Beares - 060701

Mail to [Signature]

REC'D BY [Signature]

1985 DEC 18 AM 10:21

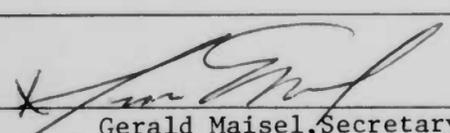
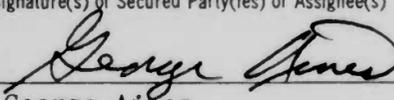
E. AUBREY COLLISON
CLERK

Dated 11/25/85

The First National Bank of Maryland

[Signature]
J. Wayne Welsh (Signature of Secured Party)

Type or Print Above Name on Above Line

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)	2. Debtor(s) Complete Address(es)	
Maisel Bros. Inc.	P.O. Box 267 8th. Street Glen Burnie, Md. 21061	
3. & 4. Secured Party(ies) and Complete Address(es)	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840		
7. This financing statement covers the following types (or items) of property: (Describe)		RECORD FEE 11.00 RECORD TAX 220.50 POSTAGE .50 #09363 C777 R02 109:25 DEC 18 85
U.S.T.C. Versetal Model:7026TRT Serial #860025 Model HS-6 Hydraulic Stabilizers Model 647 Fork Attachment Shock Guard G80165		
8a. (<input checked="" type="checkbox"/>) Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented.		
Filed with CIRCUIT COURT CLERK OF <u>Anne Arundel</u>		County; Other _____
9. Transaction is (<input checked="" type="checkbox"/>), is not (), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ <u>31,900.00</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s) Maisel Bros. Inc.		
 Gerald Maisel, Secretary/Treasurer Signature(s) of Secured Party(ies) or Assignee(s)		
 George Aines		By <u>Credit Manager</u> (Title)
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY		
DS-30		
Printed in U. S. A.		

Mail to

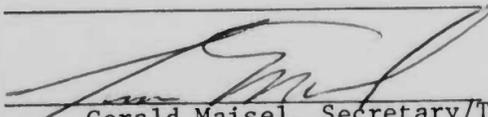
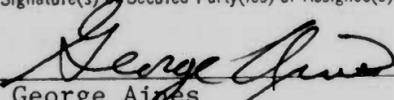
FILED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1965 DEC 18 AM 10:21

E. AUBREY COLLISON
CLERK

MP

110
220.50
250

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) Maisel Bros. Inc.	2. Debtor(s) Complete Address(es) P.O. Box 267 8th. Street Glen Burnie, Md. 21061	
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) Dresser Payloader Model 510B #883		
8a. <input checked="" type="checkbox"/> Proceeds are also covered. 8b. <input type="checkbox"/> Products of collateral are also covered. No. of additional sheets presented.		
Filed with CIRCUIT COURT CLERK OF Anne Arundel County; Other _____		
9. Transaction is (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>34,500.00</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s) Maisel Bros. Inc.		
 Gerald Maisel, Secretary/Treasurer Signature(s) of Secured Party(ies) or Assignee(s)		
 By Credit Manager George Aires (Title)		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY		
Printed in U. S. A.		

RECORD FEE 11.00
 RECORD TAX 241.50
 POSTAGE 50
 #09364 C777 R02 T07:26
 DEC 18 85

RECEIVED BY FILING OFFICER
 1985 DEC 18 AM 10:21
 E. AUDREY COLLISON
 CLERK

11.00
 241.50
 50.

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)
Buskers, Douglas R.
3151 Chester Grove Road
Upper Marlboro, Maryland
20772

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
#09371 C777 R02 T10:05
DEC 18 85

4. This statement refers to original Financing Statement bearing File No. 248125 463-440
Filed with Anne Arundell Co. Date Filed 7/14 1983

- 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.

-SR-211

No. of additional Sheets presented: _____

BERKELEY FEDERAL SAVINGS & LOAN

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

MP
1985 DEC 18 PM 10:22
E AU
MILLISON

Mail to Berkeley Fed S&L

STATE OF MARYLAND

LIBER - 492 PAGE 529

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257841

RECORDED IN LIBER 488 FOLIO 114 ON 8/9/85 (DATE)

1. DEBTOR

Name Chesapeake Charter, Inc.
Address 424 Broadneck Road, Annapolis, Maryland 21401

RECORD FEE 10.00
POSTAGE 50
#09373 0777 R02 110:08
DEC 18 85

2. SECURED PARTY

Name First Maryland Leasecorp
Address 25 South Charles Street
Baltimore, Maryland 21201

Mail to

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

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

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

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

Second serial number on 1985 International school bus listed incorrectly as: 1HVLPHYN1FHA33278

Correct s/n is: 1HVLPHYN1FHA33278

D. E. CLERK

1985 DEC 18 AM 10:22

E. AUBREY COLLISON CLERK

Chesapeake Charter, Inc.

Signature of Debtor: John J. Lonergan, Jr. - Pres.

Dated 12/3/85

Signature of Secured Party: Garth C. Harding
Type or Print Above Name on Above Line

259651

LIBER - 492 PAGE 530

NOT SUBJECT TO RECORDATION TAX

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).
SEVERN COMPANIES, INC.
410 Severn Avenue
Annapolis, MD 21403

2. Secured Party(ies) Name(s) And Address(es):
 **CAPITAL BANK** N.A.
815 Connecticut Avenue, N.W.
Washington, D.C. 20006

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

RECORD FEE 10.00
POSTAGE 50
#09375 C777 R02 110:10
DEC 18 85

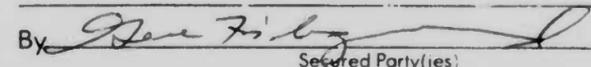
Mail to

5. This statement refers to original Financing Statement bearing File No. 411-167
Filed with AACW Date Filed 19

- 6. Continuation. The original financing statement between the foregoing debtor and secured party, bearing file number shown above is still effective.
- 7. 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 the security interest to the signer of the termination statement.)
- 8. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 11 have been assigned to the assignee whose name and address appear in Item 11.
- 9. Amendment. Financing statement bearing file number shown above is amended as set forth in Item 11.
- 10. Release. Secured party releases the collateral described in Item 11 from the financing statement bearing file number shown above.

11. LIMITED RELEASE:

We hereby release all rights to the following specified contract between Severn Companies, Inc. and RADOC Contracting Activity West, Fort Hood, TX 76544-5065. Contract No. DABT62-85-C-1316 dated August 8, 1985, Purchase Order No. DCD73-85

12. Signatures:
 Severn Companies, Inc. Capital Bank N.A.
 By  Debtor(s) (necessary only if Item 9 is applicable.)
 By  Secured Party(ies)
 Jack Steere, President Gene Fischgrund, Vice President

FORM #8.44

FINANCING STATEMENT CHANGE

UCC 3


 1985 DEC 18 AM 10:22
 E. AUBREY COLLISON
 CLERK

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

Nov. 20 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. 245412 in Office of Mr. Rankin (Filing Officer) Anne Arundel Co. (County and State)

Debtor or Debtors (name and Address):

Thomas W. Tracey
8009 Bell Haven Rd.
Pasadena, Md. 21122

Mail to 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 Michael Handley
Its Branch Office Manager

Form 91 MD (3-79)

RECEIVED
1985 DEC 18 AM 10:22
E. MURPHY & COLLISON
CLERK

RECORD FEE 10.00
POSTAGE 50
#09317 C777 R02 110:13
DEC 18 85

Not to be recorded
in Land Records

Not subject to
Recordation Tax

FINANCING STATEMENT

1. Debtor:

Anne Arundel County, Maryland (the "County")

Address:

Arundel Center
Annapolis, Maryland 21401

2. Secured Party:

Maryland National Bank, as trustee (the "Trustee"), under an Indenture of Trust dated as of December 1, 1985 (the "Indenture"), between the County and the Trustee for the benefit of the holders from time to time of the \$48,000,000 Anne Arundel County, Maryland, Port Facilities Revenue Bonds (Baltimore Gas and Electric Company Project), Series 1985 (the "Bonds").

Address:

2 North Charles Street
Baltimore, Maryland 21201

RECORD FEE 11.00
POSTAGE .50
#18777 COSE 701 713:48
DEC 18 85

3. This Financing Statement covers the assignment by the County to the Trustee of all the County's accounts, general intangibles and chattel paper (except for rights of the County to indemnification and to payments in respect of administrative expenses of the County and remedies in connection therewith) now or hereafter existing in connection with the Loan Agreement dated as of December 1, 1985 (the "Loan Agreement"), between the County and Baltimore Gas and Electric Company (the "Company"), a Maryland corporation and a public service company.

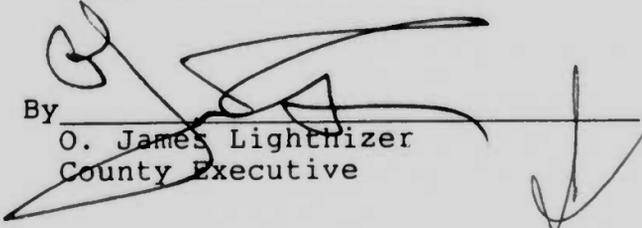
The County has made the assignment to the Trustee pursuant to the Indenture to secure payment of the principal of and the interest on the Bonds, which Bonds do not constitute obligations to which the full faith and credit of the County are pledged, do not create an indebtedness or charge

mp
1985 DEC 18 PM 1:47
E. AUBREY COLLISON
CLERK

against the general credit or taxing powers of the County, and do not constitute or give rise to any pecuniary liability of the County.

Debtor:

Anne Arundel County,
Maryland

By 

O. James Lighthizer
County Executive

To the Filing Officer: After this statement has been recorded, please mail the same to: Paul A. Tiburzi, Esquire, c/o Carol Seydel, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201

TO BE RECORDED IN:

Mail to _____

- (1) Financing Records of Circuit Court for Anne Arundel County, and
- (2) Financing Records of State Department of Assessments and Taxation of Maryland.

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 492 PAGE 534
Identifying File No. 259660

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

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

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

This financing statement Dated November 12, 1985 presented to a filing officer for filing pursuant to the Uniform Commercial Code. A RECORDATION TAX OF \$1,170.60 HAS BEEN SUBMITTED TO

1. DEBTOR THE MD. DEPT. OF ASSESSMENTS & TAXATION IN CONNECTION WITH THIS FINANCING STATEMENT.
Name Primedical, Inc.
Address Southdale Square, Suite 104, 8055 South Ritchie Highway, Pasadena, MD 21122

2. SECURED PARTY
Name Allied Investment Corporation trustee f.b.o. Debenture Holders
Address 1625 Eye Street, N.W., Suite 603, Washington, D.C. 20006
Attn: Niki Lilienthal

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

RECORD FEE 11.00
POSTAGE .50
#09444 COAO R02 T15:14
DEC 18 85

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

Furniture, fixtures, machinery, equipment (Excluding titled motor vehicles), inventories, (raw materials, work in progress, finished goods and supplies), accounts receivable, contract rights, and all tangible and intangible assets now owned or later acquired, whether or not purchased with loan proceeds, and all proceeds and products thereof, located at the above address or elsewhere.

CHECK THE LINES WHICH APPLY

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

Randolph B. Old
(Signature of Debtor)
Randolph B. Old
Type or Print Above Name on Above Line
Secretary
(Signature of Debtor)
Primedical, Inc.
Type or Print Above Signature on Above Line

David B. Parker
(Signature of Secured Party)
Allied Investment Corporation
Type or Print Above Signature on Above Line

1985 DEC 18 PM 3:15
E. AUDREY COLLISON
CLERK

11.00

FINANCING STATEMENT FORM UCC-1

Identifying File 250658

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

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

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

This financing statement Dated November 12, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR A RECORDATION TAX OF \$1,170.60 HAS BEEN SUBMITTED TO THE MD. DEPT. OF ASSESSMENTS & TAXATION IN CONNECTION WITH THE FILING OF THIS FINANCING STATEMENT.
Name Primedical, Inc.
Address 2661 Riva Road, Annapolis, MD 21401

2. SECURED PARTY
Name Allied Investment Corporation trustee f.b.o. Debenture Holders
Address 1625 Eye Street, N.W., Suite 603, Washington, D.C. 20006
Attn: Niki Lilienthal

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

3. Maturity date of obligation (if any) _____

RECORD FEE 1.10
POSTAGE .50
#09445 C040 R02 115:15
DEC 18 85

4. This financing statement covers the following types (or items) of property: (list)
Furniture, fixtures, machinery, equipment (excluding titled motor vehicles), inventories (raw materials, work in progress, finished goods and supplies), accounts receivable, contract rights, and all tangible and intangible assets now owned or later acquired, whether or not purchased with loan proceeds, and all proceeds and products thereof, located at the above address or elsewhere.

RECORD FEE 9.90
#09446 C040 R02 115:15
DEC 18 85

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Randolph B. Old
(Signature of Debtor)

Randolph B. Old
Type or Print Above Name on Above Line
Secretary

(Signature of Debtor)
Primedical, Inc.

Type or Print Above Signature on Above Line

David J. Parker
(Signature of Secured Party)

Allied Investment Corporation

Type or Print Above Signature on Above Line

1985 DEC 18 PM 3:15
E. AUBREY COLLISON
CLERK

11.50

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

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

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

This financing statement Dated ~~October 31~~ ^{NOV 12}, 1985, presented to a filing officer for filing pursuant to the Uniform Commercial Code. A RECORDATION FEE OF \$1,170.60 HAS BEEN SUBMITTED TO

1. DEBTOR THE MD. DEPT. OF ASSESSMENTS & TAXATION IN CONNECTION WITH THIS FINANCING STATEMENT.

Name Primedical, Inc.

Address 530 College Parkway, Annapolis, MD 21401

2. SECURED PARTY

Name Allied Investment Corporation, trustee f.b.o. Debenture Holders

Address 1625 Eye Street, N.W., Suite 603, Washington, D.C. 20006

Attn: Niki Lilienthal

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

Mail to

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00
POSTAGE .50
#09447 C040 R02 T15:16
DEC 18 85

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

furniture, fixtures, machinery, equipment (excluding titled motor vehicles), inventories (raw materials, work in progress, finished goods and supplies), accounts receivable, contract rights, and all tangible and intangible assets now owned or later acquired, whetehr or not purchased with loan proceeds, and all proceeds and products thereof, located at the above address or elsewhere.

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)

R B Old
(Signature of Debtor)

Randolph B. Old

Type or Print Above Name on Above Line

Secretary

(Signature of Debtor)

Primedical, Inc.

Type or Print Above Signature on Above Line

David J. Parker
(Signature of Secured Party)

Allied Investment Corporation

Type or Print Above Signature on Above Line

1985 DEC 18 PM 3:15
E. AUBREY COLLISON
CLERK

11.00

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251555

RECORDED IN LIBER 472 FOLIO 201 ON April 10, 1984 (DATE)

1. DEBTOR

Name Envirotech Systems, Inc.

Address Post Office Box 39, Millersville, Maryland 21108

2. SECURED PARTY

Name Chesapeake Savings and Loan Association of Annapolis, Inc.

Address 2068 Somerville Road, Post Office Box 708, Annapolis, Maryland 21404

Mail to _____

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:
(Indicate whether amendment, termination, etc.)

Termination

MP

1985 DEC 18 PM 3:50
CLERK COLLISON

RECORD FEE 10.00
POSTAGE .50
#18843 C237 R01 115:49
DEC 18 85

Dated 10/31/85

D.C. Hancock, Vice Pres.
(Signature of Secured Party)

D.C. HANCOCK
Type or Print Above Name on Above Line

10.00
25

file with Anne Anundel County

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. 242018 recorded in
Liber 448, Folio 267 on April 2, 1982 (Date).

1. DEBTOR(S):
 Name(s) WAGON WHEELS, INC.
 Address(es) P.O. BOX 476, JONES STATION & RITCHIE HIGHWAY
SEVERNA PARK, MARYLAND 21146

2. SECURED PARTY:
 Name HOBART CORPORATION
 Address WORLD HEADQUARTERS, TROY, OHIO 45374

Person and Address to whom Statement is to be returned if different from above.
M. Willson Offutt, IV, Esq., P.O. Box 868, Annapolis, MD 21404-0868

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. _____

RECORD FEE 10.00
 POSTAGE .50

9. SIGNATURES.

December 13 1985
SECURED PARTY

#18853 C237 R01 T08:56
15

Mail to

HOBART CORPORATION

By

W.J. Cronin

W.J. Cronin, Supervisor Office Administration

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.



RECEIVED FOR RECORD
CREDIT COURT, ANNE ARUNDEL COUNTY

1985 DEC 19 AM 8:57

E. AUBREY COLLISON
CLERK

12-23

file with Anne Arundel County

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. 244966 recorded in
Liber 455, Folio 479 on November 9, 1982 (Date).

1. DEBTOR(S):

Name(s) WAGON WHEELS, INC.
Address(es) P.O. Box 476, Jones Station & Ritchie Highway
Severna Park, Maryland 21146

2. SECURED PARTY:

Name HOBART CORPORATION
Address WORLD HEADQUARTERS, TROY, OHIO 45374

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

M. Willson Offutt, IV, Esq., P.O. Box 868, Annapolis, MD 21404-0868

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. _____

RECORD FEE 10.00
POSTAGE .50
#18854 C37 R01 108:57
DEC 19 85

9. SIGNATURES.

December 13, 1985

SECURED PARTY

HOBART CORPORATION

Mail to

By

W.J. Cronin
W.J. Cronin, Supervisor Office Administration

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.



RECEIVED FOR RECORD
CREDIT COURT, A.A. COUNTY

1985 DEC 19 AM 8:57

E. AUBREY COLLISON
CLERK

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

Not to be recorded
in Land Records

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

\$355,000.00

RECORD FEE 14.00
POSTAGE
#09499 C777 R02 T10:38
DEC 19 85

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

FINANCING STATEMENT

1. Debtor: Address:

MONTGOMERY INVESTMENT c/o Richard R. Cotton,
GROUP XII LIMITED PARTNERSHIP, Montgomery Financial
a Maryland Limited Corporation,
Partnership 4837 Del Ray Avenue,
Bethesda, Maryland
20814
2. Secured Party: Address:

MAXIMUM SAVINGS ASSOCIATION 5530 Wisconsin Ave.
Suite 1250
Chevy Chase, Maryland
20815
3. Trustee:

J. MARTIN KLINE, JR. and 5530 Wisconsin Ave.
JILL J. GUIDARA Suite 1250
Chevy Chase, Maryland
20815
4. This Financing Statement covers:

(a) all of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

1985 DEC 19 AM 11:44

E. AUBREY COLLISON
CLERK

1400
SD

MP

(b) All of the right, title, interest, claim or demand of the Debtor either at law or in equity in and to all construction contracts, architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

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

(d) All contracts for the sale of the premises hereinafter described; and

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

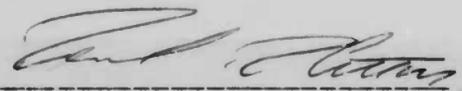
This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.
6. Proceeds of collateral are covered by this Financing Statement.
7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner, as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and as more particularly described in the Deed of Trust hereinabove referenced.

Debtor:

MONTGOMERY INVESTMENT GROUP XII
LIMITED PARTNERSHIP, a
Maryland Limited Partnership

By: MONTGOMERY FINANCIAL CORPORATION,
General Partner

By: 
Richard R. Cotton, President

Secured Party:

MAXIMUM SAVINGS ASSOCIATION

By: 
J. Martin Kline Jr.,
Vice President

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

Maximum Savings Association
5530 Wisconsin Avenue
Chevy Chase, Maryland 20815
Attn: Jill J. Guidara, Vice President

"EXHIBIT A"

Condominium Units lettered A through H and J through M, in a plat of condominium subdivision entitled "CONDOMINIUM PLAT - PHASE 7, CHESTERFIELD GARDEN CONDOMINIUM NO. 2" as recorded in Plat Book 29, pages 42-43, Plat No. E-1442, among the Land Records of Anne Arundel County, Maryland, being the land and premises declared subject to a condominium regime by a certain Declaration of Condominium recorded in Liber 3826 at folio 604 and by a Fifth Supplementary Declaration (for the purposes of adding Phase 7) recorded on November 22, 1985, in Liber 3982 at folio 352, among the Land Records of Anne Arundel County, Maryland.

TOGETHER WITH all appurtenances, improvements, rights and privileges incident to said Units as contained in said Declaration of Condominium.

Mail to Maximum Savings Assn.

MARYLAND FINANCING STATEMENT

UCC-1

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

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

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

1. DEBTOR: BELL ATLANTIC MANAGEMENT SERVICES, INC.
(Name or Names)
8291 Patuxent Range Road, Jessup, MD.
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: LEASING CORPORATION OF AMERICA
(Name or Names)
P.O. Box 152, Stevenson, Maryland 21153
(Address)

3. ASSIGNEE (if any)
 of SECURED PARTY: _____
(Name or Names)

(Address)

RECORD FEE 11.00
 #09505 0777 R02 T10:50
 DEC 19 85

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

- 2 - 2FBEC18 Toyota Forklifts, 185" 3-Stage Mast; 42" forks; cushion tires; 3500 lb. cap. sideshift carriage; battery powered.
- 1 - HBWA20 Toyota Electric Pallet Truck, 4,000 lb. cap.; 27" wide, 48" long forks; dual lift cyl.; battery & charger.

1100

MP

1985 DEC 19 AM 11:44
 E. AUBREY COLLISON
 CLERK

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):
BELL ATLANTIC MANAGEMENT SERVICES, INC.
 By: G.O. ZANOTELLI SR. BUYER
(Type or print name of person signing) (Title)

SECURED PARTY:
LEASING CORPORATION OF AMERICA
 By: R.E. Polack AGENT
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Leasing Corp of America
 Mail to _____

Return To: _____

STATE OF MARYLAND

259674

Financing Statement (Form UCC-1)

Identifying File No. _____

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

1. LESSEE: THOMAS M. ISDANER C.P.A.
9 Village Green
CROFTON, MARYLAND
21114

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

RECORD FEE 11.00
POSTAGE 50
#09510 C777 R02 110:58
DEC 19 85

3. ASSIGNEE (if any) OF LESSOR:

EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

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

ONE SHARP SF-8200 COPIER (NEW), SERIAL NUMBER 56702738
ONE SHARP SF-82AB CABINET (NEW)

MIP
1985 DEC 19 AM 11:45
E. AUBREY COLLISON
CLERK

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

LESSEE:

LESSOR:

Thomas M. Isdamer C.P.A.
Name of Lessee

BUTLER AND COMPANY, INC.
Name of Lessor

BY: Thomas M. Isdamer
Signature of Lessee

BY: Deborah Stran
Signature of Lessor

OWNER / THOMAS M. ISDAMER C.P.A.
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:

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

MARYLAND TERMINATION STATEMENT

Date December 12, 1968

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

RECORDING FEE 10.00
POSTAGE 50
#09515 CV77 R02 711403
DEC 19 85

1. Debtor(s) name(s) and address: Margaret Hamlett
8027 Crainmont Ct
GlenBurnie MD 21061

2. Secured Party and address (Type complete corporate name): ITT Financial
7966 Crain Ave
Glen Burnie, MD 21061

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:

liber 434 Page 416

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

ITT FINANCIAL SERVICES
(TYPE COMPLETE CORPORATE NAME)

By: *Samuel J Wilson*
Samuel J Wilson - - MANAGER

(Type signature below name)

AE 8/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

1000
50

ITT Financial

Mail to

RECORDING OFFICE
COURT HOUSE
BALTIMORE COUNTY

1965 DEC 19 AM 11:45

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 _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE 50
NOV 18 0777 R02 T11:06
DEC 19 85

1. DEBTOR

Name Auto Test Products, Ltd.
Address 2861 Jessup Road, Jessup, MD 20794

2. SECURED PARTY

Name First American Bank of Maryland
Address 210 E. Lombard Street, Baltimore, MD 21202

John R. Wise, Esquire, 334 St. Paul Place, Baltimore, MD 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) N/A

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

Accounts Receivable. All of Debtor's present and future account receivables, leases, 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.

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)

AUTO TEST PRODUCTS, LTD.

By: Christopher L. Frederick, Pres.
President (Signature of Debtor)

Christopher L. Frederick
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FIRST AMERICAN BANK OF MARYLAND

By: C. Wayne Davis
(Signature of Secured Party)

C. Wayne Davis, Vice President
Type or Print Above Signature on Above Line

Mail to First Amer. Bk of MD

1100
1150
MP
1985 DEC 19 AM 11:45
E. AUBREY COLLISON
CLERK

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

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

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

2. Secured Party(ies) Address(es) And Name(s):

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

Cunningham Paving Company, Inc.
P.O. Box 1078
Crownsville, Maryland 21032

John C. Louis Company, Inc.
1805 Cherry Hill Road
P.O. Box 86
Baltimore, Maryland 21203

RECORD FEE 11.00
POSTAGE 50
#09523 C777 R02 T11:20
DEC 19 85

7. This Financing Statement covers the following types or items of collateral:

(Describe real estate, including record owner if item 6 is applicable)

- 1 - Melroe Bobcat Loader Model #M743 S/N; 24781 with Floatation Tires in Lieu of Standard
- 1 - 60" Dirt Bucket without teeth

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

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

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

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

NOTE: THIS TRANSACTION NOT SUBJECT TO RECORDATION TAX!!

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

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

8. Signatures:

Cunningham Paving Company, Inc.

John C. Louis Company, Inc.

By

James Cunningham
James Cunningham
President

By

W. Davison
W. Davison
Secured Party(ies) [or Assignee(s)]

(2) Filing Officer Copy - Alphabetical

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

FORM UCC

1

Mail to

John C. Louis Co. Inc

RECEIVED
CLERK OF COURT
COUNTY

1985 DEC 19 AM 11:46

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.

RECORD FEE 11.00
POSTAGE .50
#09524 C777 R02 11:21
DEC 19 85

1. DEBTOR

Name The Yacht Basin Company, Inc.

Address P.O. Box 168, 2 Compromise Street - Annapolis, Maryland 21404

2. SECURED PARTY

Name Centron Financial Services, Inc.

Address P.O. Box 74, Route 9 & The Garden State Parkway
New Gretna, N.J. 08224

Person & address to whom statement is to be returned if different from above.

3. Maturity date of obligation (if any) June 13, 1986

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

- 1986 Viking 35' Convertible Ser.#VKY35573L586CV
- 3208T Twin Caterpillar Engines 320HP Ser.#01205816-Port
#01205803-Stbd
- 8.0KW Westerbeke Diesel Generator Ser.#39271-C509-1425

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)

Annette S. Pettek
Signature of debtor

BY: Annette S. Pettek, Power of Attorney
Type or print above name

Signature of debtor

Type or print above name

Thomas S. Carroll
Signature of secured party

THOMAS S. CARROLL, PRESIDENT
Type or print above name

11/50

Mail to Yacht Basin Co. Inc

RECEIVED FOR FILING
CLERK COURT HOUSE COUNTY
1985 DEC 19 AM 11:46
E. AUBREY COLLISON
CLERK

259678

Financing Statement (Form UCC-1)

Identifying File No. _____

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

1. LESSEE: ASSOCIATED ENTERPRISES INC.
120 Admiral Cochrane Drive
PANNAPOLIS, Maryland 21401

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

RECORD FEE 11.00
POSTAGE .50
#09525 C777 R02 11:22
DEC 19 85

3. ASSIGNEE (if any) OF LESSOR:
EQUITABLE BANK NA
100 South Charles Street
Baltimore, MD 21201



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

ONE SHARP SF-8200 copier (new), SERIAL NUMBER 56210121
ONE SHARP SF-463 Automatic document feeder, SERIAL NUMBER 56511546

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

LESSEE:

LESSOR:

ASSOCIATED ENTERPRISES INC

BUTLER AND COMPANY, INC.

Name of Lessee

Name of Lessor

BY: Leonard A. Blacksher

BY: Deborah Stran

Signature of Lessee

Signature of Lessor

MR. LEONARD A. BLACKSHER PRES.

DEBORAH STRAN, CREDIT MANAGER

Type or Print Name, include title

Type or Print Name, include title

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

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

11/50
1985 DEC 19 AM 11:46 MP
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)
United Propane, Inc.
205 Najdes Rd.
Millersville, MD 21108
Ann Arundel Co.

2. Secured Party(ies) and address(es)
Chemi-Trol Chemical Co.
2776 C.R. 69 Rt. 1
Gibsonburg, OH 43431
Sandusky Co.

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

RECORD FEE 11.00
POSTAGE 50
#09530 C777 R02 T11:29
DEC 19 85

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

8-1000 Gal. LP Gas Storage Tanks with Serial Nos.:
339864, 339865, 339866, 339867, 339868, 339869,
339870, 339871.

Note 1050

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:

Filed with:

County Recorder

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

United Propane, Inc. (Title)

Chemi-Trol Chemical Co.

By: *[Signature]*

Signature(s) of Debtor(s)

By: *[Signature]*

Signature(s) of Secured Party(ies)

Fin. Div. Mgr.

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

RECEIVED
1985 DEC 19 AM 11:46
E. AUBREY COLLISON
CLERK

United Propane, Inc.
 205 Najoles Rd.
 Miller ville, MD 21108
 Ann Arundel Co.
BORROWER'S NAME AND ADDRESS
 "I" includes each borrower above, jointly and severally.

LIBER 492 PAGE 552
 Chemi-Trol Chemical Co.
 2776 C.R. 69 Rt. 1
 Gibsonburg, OH 43431

Loan Number 1050
 Date 11-5-85, 1985
 Maturity Date 11-5, 1988
 Loan Amount \$ 8,793.36
 Renewal Of

Note: I promise to pay to you, or your order, at your address above, the sum of (which is the same as the Total of Payments)
 Eight thousand seven hundred ninety-three and 36/100 == Dollars \$ 8,793.36

I will pay this amount as follows:

- (a) In 36 installments of \$ 244.26 each, beginning 12-5, 1985 and continuing on the same day of each month thereafter until paid in full.
 (b) (other)

LATE CHARGE: I will pay a late charge of 5% (up to \$3.00) of the amount of any payment which is not paid within 10 days of when it is due.

PREPAYMENT: I may prepay this note in whole or in part at any time. However, any partial prepayment will not excuse any later scheduled payments until I pay this note in full. If and when I prepay this note in full, or if you accelerate and demand payment of the unpaid balance of this note, the precomputed interest will be recalculated and refunded or credited based on the rule of 78's.

A loan acquisition fee of \$ -- will first be deducted from the total finance charge before application of the rule of 78's and will not be refunded.

You may retain a minimum interest charge of \$ -- if after the application of the rebate formula, the amount you would retain would be less than that amount.

POST-MATURITY INTEREST: Interest will accrue at the rate of 19% per year on the balance of this note not paid at maturity, including maturity by acceleration.

DEFAULT: I agree to pay the costs you incur to collect this note upon my default, including your reasonable attorneys' fees (except where prohibited by law).

THE PURPOSE OF THIS LOAN IS Purchase of LP Gas Storage Tanks

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me.	AMOUNT FINANCED The amount of credit provided to me or on my behalf	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments	I have the right to receive at this time an itemization of the Amount Financed
10.75 simple%	\$ 1,305.36	\$ 7,488.00	\$ 8,793.36	YES - I want an itemization NO - I do not want an itemization "e" means an estimate
My Payment Schedule will be:				
Number of Payments	Amount of Payments	When Payments Are Due		
36	\$ 244.26	First payment due Dec. 5, 1985 and the 5th of each month thereafter.		\$ Filing Fees
				\$ Non-filing Insurance

- Security: I am giving a security interest in: (brief description of other property) 8-1000 Gal. LP Gas Storage Tanks.
 the goods or property being purchased.
 collateral securing other loans with you may also secure this loan.
 my deposit accounts and other rights to the payment of money from you.

Late Charge: If a payment is late (made more than 10 days after due) I will be charged 5% of the amount late, up to \$3.00

Prepayment: If I pay off this loan early, I may be entitled to a refund of part of the finance charge.

I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.

Type	Premium	Term	Signatures (or Initials)
Credit Life			I want credit life insurance <input checked="" type="checkbox"/> Name of Insured _____
Credit Disability			I want credit disability insurance <input checked="" type="checkbox"/> Name of Insured _____
Joint Credit Life			I want joint credit life insurance <input checked="" type="checkbox"/> Name of Insured _____

I do not want _____ Credit Life Ins.; _____ Credit Disability Ins.; _____ Joint Credit Life Ins.

Property insurance: I may obtain property insurance from anyone I want that is acceptable to you.

Itemization of Amount Financed

Amount given to me directly	\$ 8,320.00 (a)
10% Downpymt Due	\$ 832.00 (b)
Amount paid on my account	
Amounts paid to others on my behalf:	
To Credit Life Insurance Company	\$ (c)
To Disability Insurance Company	\$ (d)
To Public Officials	\$ (e)
	\$ (f)
	\$ (g)
	\$ (h)
Prepaid Finance Charge	\$ 7,488.00 (i)
AMOUNT FINANCED (a through h - i)	\$ 1,305.36 (j)
Finance Charge (include prepaid)	\$ 1,305.36 (k)
Total of Payments (j + k)	\$ 8,793.36 (l)

Security - To secure the payment of the note total (defined on the reverse side):

- (1) I acknowledge and agree that you have the right to set-off this note against any obligation you have (now or hereafter) to pay money to me.
 (2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

(3) If checked, this note is not further secured.

(4) If checked, this note is secured by a separate Financing Statement dated 11-5-85
 (This property should be described in the Truth-in-Lending disclosure above.)

(5) Security Agreement - If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

8-1000 Gal. LP Storage Tanks with Serial Numbers as follows: 339864, 339865, 339866, 339867, 339868, 339869, 339870, 339871.

Mail to Chemi-Trol Chemical Co.

If checked, this security agreement (if filed) should be filed in the real estate records.

Legal Description _____

Record Owner (if not me) _____

Signatures

Any person who signs within this enclosure does so to give you a security interest in the property described above, but assumes no personal obligation to pay this note.

Name _____ Date _____

Signature for Lender - Where necessary for filing this security agreement.
 Harold J. ... Fin. Div. Mgr.

PRECOMPUTED NOTE, DISCLOSURE, AND SECURITY AGREEMENT.
 1981 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 FORM NDS-PI-OH 10/81

This property will be used for Personal Business Agricultural
 (other) _____ purposes.

If checked, this is a purchase money loan. You may include the name of the seller on the check or draft for this loan.

I agree to the terms of the note and security agreement above (including those on the other side of this form) and acknowledge receipt of at least one copy on today's date.

United Propane, Inc.
 Signature [Signature]
 If checked, the signature below was required as a condition of credit.

Signature If checked, the signature below was required as a condition of credit.

Signature _____

STATE OF MARYLAND

LIBER - 492 PAGE 553

Circuit Court Clerk of 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. _____

RECORDED IN LIBER 47671 FOLIO 462-3 ON 8/16/84 (DATE)

RECORD FEE 10.00
POSTAGE 50
#07533 C777 R02 T11:30
DEC 19 85

1. DEBTOR

Name Valley Steel Products Company
Address 900 Walnut Street, St. Louis, Missouri 63102

2. SECURED PARTY

Name See attached one-page Exhibit A
Address David L. Dranoff, Esq., Goldberg, Kohn, etal. 55 E. Monroe Street Suite #3950, Chicago, Illinois 60603
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:
(Indicate whether amendment, termination, etc.)
TERMINATION



1985 DEC 19 AM 11:46
E. AUBREY COLLISON
CLERK

1080

Dated _____

(Signature of Secured Party)
SEE ATTACHED

Type or Print Above Name on Above Line

EXHIBIT A

Names and Addresses of Secured Parties

- | | |
|--|--|
| 1. Centerre Bank National Association
One Centerre Plaza
St. Louis, Missouri 63102

Attn: T. Michael Logan
Asst. Vice President | Centerre Bank National Association
By: <u><i>T. Michael Logan</i></u>
T. Michael Logan
Assistant Vice President |
| 2. Citibank International
10 Broadway, Suite 350
St. Louis, Missouri 63102

Attn: Wayne L. Smith II
Vice President | Citibank International
By: <u><i>Wayne L. Smith II</i></u>
Wayne L. Smith II
Vice President |

The security interest in favor of Centerre Bank which is being terminated by the filing of this financing statement is limited to the security interest arising pursuant to the terms of that certain Senior Security Agreement (Accounts and Inventory), between and among the Debtor and the Secured Parties, dated as of July 26, 1984.

David L. Drandoff et al

Mail to _____

STATE OF MARYLAND
LIBER - 492 PAGE 555

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. Book 478, p. 253

RECORDED/IN LIBER with the Clerk of Anne Arundel County FOLIO ON 10/1/84 (DATE)

RECORD FEE 10.00
POSTAGE 50
707554 0777 R02 T11:31
DEC 19 85

1. DEBTOR

Name Valley Steel Products Company

Address 900 Walnut Street
St. Louis, Missouri 63102

2. SECURED PARTY

Name See attached one-page Exhibit A

Address David L. Dranoff Esq., 55 E. Monroe St., Suite #3950
Chicago, Illinois 60603

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	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.) Termination
	1000 BL CLERK	

1985 DEC 19 AM 11:46
E. AUGUSTY-COLLISON
CLERK

Dated _____

(Signature of Secured Party)
SEE ATTACHED

Type or Print Above Name on Above Line

Names, Addresses and Signatures of Secured Parties

1. Centerre Bank National Association
One Centerre Plaza
St. Louis, Missouri 63102
Attn: Charles A. Hinrichs
Vice President
- CENTERRE BANK NATIONAL ASSOCIATION
By *[Signature]*
CENTERRE BANK NATIONAL ASSOCIATION
as Agent
By *[Signature]*

Centerre is acting for itself and as Agent for the following banks:

- a. Citibank, N.A. The First National Bank Jefferson Bank & Trust Company
c/o Citibank International of Chicago Market at Twenty-Third
10 Broadway, Suite 350 One First National Plaza St. Louis, Missouri 63103
St. Louis, Missouri 63102 Chicago, Illinois 60670
- Attn: Wayne L. Smith II Attn: Roger H. Weis Attn: Denis Bahlinger
Vice President Assistant Vice Executive Vice President
President

2. The Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
Attn: Eric A. Gritzmacher
Investment Officer
- THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY
By *Sally J. Lewis*
Sally J. Lewis
Attorney in Fact

Northwestern is acting for itself and as agent for the following insurance companies:

Connecticut General Life Insurance Company
South Building S-307
Hartford, Connecticut 06152

Attn: James G. Schelling
Vice President

New England Mutual Life Insurance Company
501 Boylston Street
Boston, Massachusetts 02117

Attn: Christine A. Creelman
Assistant Investment Officer

David L Draxoff et al
Mail to _____

3. Citibank International
Suite 350
10 Broadway
St. Louis, Missouri 63102
- CITIBANK INTERNATIONAL
By *Wayne L Smith V.P.*

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. 252416 Dated 24th April 1984

Record Reference Book 474 Page 195

RECORD FEE 10.00
POSTAGE 50
#09595 6777 R02 113:25
DEC 19 85

- 2. DEBTOR is:

Name: Jackson Auto Machine, Jerry L. Jackson, Owner
(Last Name First)

Address: 7407 Ridge Road, Hanover, Maryland 21076

- 3 SECURED PARTY is:

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 November 18, 1985

By: Alfreda E. Archer
Alfreda E. Archer (Title)
Loan Department Supervisor

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY
1985 DEC 19 PM 1:24
E. AUBREY COLLISON
CLERK

mp

Mail to Bk of Glen Burnie

PURCHASE MONEY FINANCING STATEMENT

THIS FINANCING STATEMENT IS PRESENTED TO THE CLERK OF THE COURT, ANNE ARUNDEL COUNTY, MARYLAND, FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

MATURITY DATE:

DEBTOR:

PAUL J. DEANS

ADDRESS OF DEBTOR:

126 Church Road
Arnold, Maryland 21012

GUARANTOR:

WIZARD VIDEO, INC. OF EDGEWATER

ADDRESS OF GUARANTOR:

153 Mayo Road
Edgewater, Maryland 21037

SECURED PARTY:

HOME VIDEO SERVICES, INCORPORATED
OF EDGEWATER

ADDRESS OF SECURED PARTY:

P.O. Box 10
Pasadena, Maryland 21102
RECORD FEE 12.00
POSTAGE 50
NOV 23 11:35
NOV 20 85

This Financing Statement covers the following types of property: All of the video equipment, tape, and other inventory, both present and future, furniture, fixtures, shelving, cash registers, as well as all equipment, leases, licenses, contracts, lease and equipment deposits made by or granted to the Debtor, used by the Debtor in the business located at the address hereinafter stated, property, substitutions thereof, and all proceeds from their sale or other disposition, that are used in connection with the business conducted in and at the premises formerly known as: Home Video Services, Incorporated of Edgewater, 153 Mayo Road, Edgewater, Maryland 21037.

Number of Additional Pages or Sheets Attached: None

This Statement is to be recorded in the chattel records.
This Statement is not subject to recordation tax.
This Statement is to be returned after recordation to:

Thomas H. Price, III
White Oak Professional Building
11161 New Hampshire Avenue
Suite 410
Silver Spring, Maryland 20904

Dated this 22nd day of October,
1985 at Anne Arundel County, Maryland.

SIGNATURE OF DEBTOR:

WITNESS:

Martine C. Mollica

Paul J. Deans
Paul J. Deans,

SIGNATURE OF GUARANTOR:

ATTEST:

Burdine Deans

WIZARD VIDEO, INC. OF EDGEWATER

Johnny H. Deans, Jr.
President
Johnny H. Deans, Jr.

SIGNATURE OF SECURED PARTY:

ATTEST:

Martine C. Mollica

HOME VIDEO SERVICES, INC.
OF EDGEWATER

By: Thomas Mollica, Jr.
President

RECEIVED FOR RECORD
CLERK OF COURT, ANNE ARUNDEL COUNTY

1200
1250
1985 DEC 20 AM 10:51

E. AUBREY COLLISON
CLERK

EXHIBIT 4

Please Remit to; LAW OFFICES

THOMAS H. PRICE III, P. A.

WHITE OAK PROFESSIONAL BUILDING

SUITE 410

11161 NEW HAMPSHIRE AVENUE
SILVER SPRING, MARYLAND 20904

(301) 649-6600

~~XXXXXXXXXX~~

B.D.
C.D.
G.D.

ATTEST:

Secured Party:
HOME VIDEO SERVICES,
INCORPORATED OF EDGEWATER

Martine C. Mollica

By: *Thomas Mollica, Jr.*
Thomas Mollica, Jr.
President

AD
9/2/00

LAW OFFICES
THOMAS H. PRICE III, P. A.
WHITE OAK PROFESSIONAL BUILDING
SUITE 410
1181 NEW HAMPSHIRE AVENUE
SILVER SPRING, MARYLAND 20904
(301) 649-6600



PR

Anne Arundel County

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

259681
RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$10,000.00

FINANCING STATEMENT

1. Debtor(s):

Lanier Engineering Sales, Inc.
Name or Names--Print or Type
4703 Ritchie Highway Baltimore, Md. 21225
Address--Street No. City-County State Zip Code

Name or Names--Print or Type

Address--Street No. City-County State Zip Code

2. Secured Party:

Mercantile Safe Deposit & Trust 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 list if necessary.)

M.A.I. Basic IV Computer System

RECORD FEE 11.00
RECORD TAX 420.00
POSTAGE .50
#09669 C777 R02 T10:41
DEC 20 85

4. If collateral is crops, describe real estate.

5. Proceeds of collateral are are not covered.

6. Products of collateral are are not covered.

Debtor(s): Lanier Engineering Sales, Inc. Secured Party:

J. T. Lanier, Jr. President
(Signature of Debtor)

J. T. Lanier, Jr. President
Type or Print

(Signature of Debtor)

Type or Print

Mercantile Safe Deposit & Trust Company
(Company, if applicable)

Tim Daly
(Signature of Secured Party)

Tim Daly, Assistant Secretary-Treasurer
Type or Print (Include title if Company)

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

Name and Address Mercantile Safe Deposit and Trust Company
2 Hopkins Plaza
Commercial Loan Dept.
Baltimore, Maryland 21201
ATTN: Samuel Goldsborough

Mail to

1100
420.00
SD

RECEIVED

SEP 11 1985

LANIER ENGINEERING SALES

MP
RECEIVED FOR RECORD
CIRCUIT CLERK ANNE ARUNDEL COUNTY
1985 DEC 20 AM 10:51
E. AUBREY COLLISON
CLERK

259682

LIBER - 492 PAGE 561

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) James J. Benjamin, M.D., P.A. 653 Old Mill Road Millersville, Md., 21108	2. Secured Party(ies) and address(es) Algonquin Leasing Corp. 1790 S.E. 23rd Ave. Fort Lauderdale, Fl 33316	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #09671 C777 R02 T10:44 DEC 20 85
4. This financing statement covers the following types (or items) of property: 1 Interspec Cardioscan Echo, Cart Serial Nos. C2176, K2176 1 VCR P10269 1 Video Printer LEASED BY SECURED PARTY TO DEBTOR LESSEE HAS NO RIGHT TO SELL OR DISPOSE OF EQUIPMENT "NOT SUBJECT TO RECORDATION TAX"		5. Assignee(s) of Secured Party and Address(es) Ultra Funding Corp. 550 Old Country Road Hicksville, N.Y. 11801

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: None

Filed with: Clrk of ~~Millersville~~, MD Arundel

1100 James J. Benjamin, M.D., P.A.

Algonquin Leasing Corporation

By: James J. Benjamin, M.D.
James J. Benjamin, M.D.

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mail to Ultra Funding Corp.

RECEIVED IN RECORDS
ARUNDEL COUNTY
1985 DEC 20 AM 10:51
E AUBREY COLLISON
CLERK
mp

FINANCING STATEMENT

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

For Filing Officer

File No.: _____
Record Reference: _____
Date & Hours of Filing _____

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

1. LESSEE Kwik Kopy Printing

(Name or Names)
26 Ordnance Glen Burnie, Md 21061
(Address)

LESSEE

(Name or Names)

(Address)

2. LESSOR Telecom Specialists, Inc.

8970 - B Route 108, Columbia, MD 21045

3. ASSIGNEE (if any) The Palmer National Bank

(Name or Names)
1667 K St. NW, Washington, D.C. 20006

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

- 1 KSU (up to 4 lines)
- 1 Six Button Desk Telephone
- 2 Six Button Wall Telephones
- 1 Intercom

Equipment Value \$ 1,381.30
(Part A of lease dated 8/9/95)

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

LESSEE

LESSOR

Kwik Kopy Printing

Telecom Specialists, Inc.

By: Judy Stinchcomb
(Title)

By: J. T. Dykman, Pres
(Title)

JUDY STINCHCOMB
(Type or print name of person signing)

J. T. Dykman
(Type or print name of person signing)

By: _____

Return to:

(Type or print name of person signing)

Mail to Palmer Natl Bk

RECORD FEE 11.00
POSTAGE .50
NOV 25 11:49 AM '95
DEC 20 1995

1995 DEC 20 AM 10:52

E. AUBREY COLLISON
CLERK

113

259684

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):
CIS Corporation
1000 James Street
P.O. Box 6789
Syracuse, NY 13217

2. Secured Party(ies) Name(s) and Address(es):
Key Bank of Central New York
201 South Warren Street
Syracuse, NY 13202
Comm Note Int'l

3. The Debtor is a transmitting utility. *Anarandel Co.*

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

RECORD FEE 11.00
#09876 6777 R02 T10:49
DEC 20 85

5. This Financing Statement covers the following types (or items) of property:
See Attachment A attached hereto.

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

Lease#: B1613/7435 THIS IS NOT SUBJECT TO RECORDATION TAX
Lessee: Giant Food, Inc.

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

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)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

CIS Corporation

Key Bank of Central New York

By *C. Stalder*

By *[Signature]*

Signature(s) of Debtor(s)

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

1100

mp

RECEIVED FOR RECORD
SHERIFF COURT, S.S. COUNTY:

1985 DEC 20 AM 10:52

E. AUBREY COLLISON
CLERK

ATTACHMENT A

LIBER - 492 PAGE 564

LESSEE: Giant Food, Inc. B1613/7435

EQUIPMENT:

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>MACHINE</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>
1	IBM	3725	Feature 4931 only	Base Machine S/N: 02042
1	IBM	3725	Feature 4772 only	Base Machine S/N: 02042

Mail to

Key Bk of Central N.Y

EQUIPMENT LOCATION:

Giant Food, Inc.
Rte 1 and Assareague Drive
Jessup, MD 20785
County: Anarandel

TU 001757

083413

259685

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 2500.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Julia A. Adams
t/a The Cape Florist

1062 Cape St. Claire Rd.
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):

All equipment and leasehold improvements now owned or hereafter acquired and all proceeds (cash and non-cash) of such equipment and leasehold improvements and Farmers National Bank CD # 26582 as previously pledged.

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

RECORD FEE 12.00
 RECORD TAX 17.50
 POSTAGE .50
 #19187 0055 R01 112:57
 DEC 20 85

- 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)
Julia A. Adams

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY

Type or print names under signatures

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

Mail to

1200
1750
50

MP
 1985 DEC 20 PM 1:02
 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 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Inflatable Technologies Incorporated, T/A The Boat Center Address 2824 Solomons Island Road, Edgewater, MD. 21037

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) N/A

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, replacements, exchanges, substitutions, replacements, attachments, parts, accessories and accessories 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 12.00 POSTAGE .50 #19212 C237 R01 T14:00 DEC 20 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)

Inflatable Technologies Incorporated, T/A The Boat Center

(Signature of Debtor)

Tim Curtis / Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Borg-Warner Acceptance Corporation

(Signature of Secured Party)

R.W. Lebkuehl / District Manager

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD ANNE ARUNDEL COUNTY

1985 DEC 20 PM 2:04

E. AUBREY COLLISON CLERK

12.00 50

Mail to Borg Warner Acceptance Corp

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Bay East Marina, Inc.

Address 410 Severn Ave., 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) N/A

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 repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and acccessions thereto and thereof, and all proceeds thereof (whether in the form of cash, equipment, instruments, chattel paper, general intangibles, accounts or otherwise), when such inventory has been financed by Borg-Warner Acceptance Corporation.

RECORD FEE 11.00
POSTAGE .50
#19213 C237 R01 T14:02
DEC 20 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)

Bay East Marina, Inc.

H. Thomas Price
(Signature of Debtor)

H. Thomas PRICE / Pres.

Type or Print Above Name on Above Line

Robert P. Cadwell
(Signature of Debtor)

Robert P. Cadwell / Sec.

Type or Print Above Signature on Above Line

Borg-Warner Acceptance Corporation

R.W. Lehmkuhl
(Signature of Secured Party)

R.W. Lehmkuhl / District Manager

Type or Print Above Signature on Above Line

11-22-50

Mail to Borg-Warner Acceptance Corp

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1985 DEC 20 PM 2:04
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 _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Doug Nettles and Associates, Inc. DBA Outfitters of Annapolis, LTD
Address 326 First Street, Annapolis, MD 21403

2. SECURED PARTY 806 Chesapeake Ave., Annapolis, Md. 21403

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 accessions 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 12.00
POSTAGE .50

#19214 C237 M1 T14:04
DEC 20 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)

Doug Nettles and Associates, Inc. DBA Outfitters of Annapolis, LTD

Douglas M. Nettles
(Signature of Debtor)

Douglas M. Nettles / Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Borg-Warner Acceptance Corporation

R.W. Lehmkuhl
(Signature of Secured Party)

R.W. Lehmkuhl / District Manager
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1985 DEC 20 PM 2:04
E. AUBREY COLLISON
CLERK

12.22.50 Mail to Borg-Warner Acceptance Corp

FINANCING STATEMENT

- To be recorded:
- (1) with State Department of Assessments and Taxation
 - ✓ (2) in the Financing Records of Anne Arundel County
 - (3) in the Land Records of Anne Arundel County

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust and security agreement from the Debtor to the Trustee dated November 29, 19 85 securing a debt in the principal amount of Fifty Nine Thousand Six Hundred Fifty----- Dollars (\$ 59,650.00). All required documentary stamps have been affixed to the Deed of Trust. The Deed of Trust is recorded or intended to be recorded among the Land Records of Anne Arundel County.

NAME AND ADDRESS OF DEBTOR:

William D. and Sheryl L. Whitehead
 1856 Montevideo Road
 Jessup, MD 20794

RECORD FEE 20.00
 POSTAGE .50
 #18718 C040 R01 T11:21
 DEC 18 85

NAMES AND ADDRESSES OF SECURED PARTIES:

Lender:

Ryland Mortgage Company
 c/o Donna A. VanSant
 10221 Wincopin Circle
 P.O. Box 1110
 Columbia, MD 21044

Trustees Under Deed of Trust:

Donna A. VanSant
 M. Rebecca Murray
 10221 Wincopin Circle
 P.O. Box 1110
 Columbia, MD 21044

1. This Financing Statement covers the following items of property:

- (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind

1985 DEC 18 AM 11:27
 E. ANDREY COLLISON
 CLERK

209

and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lighting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelving, storage facilities, machinery and other apparatus.

(b) All contract rights of Debtor relating to any and all contracts of sale for any part or all of the premises hereinafter described, whether said contract rights are in existence or hereafter created and the proceeds therefor.

(c) All accounts, accounts receivable, contract rights and general intangibles in respect of or growing out of any and all leases and/or subleases executed by the Debtor, as lessor, for or in connection with the lease or sublease of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and incomes arising from the use or enjoyment of the premises hereinafter described or from any lease and/or sublease pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and

the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases and/or subleases are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel of land (and the improvements now or hereafter existing thereon) situated at Anne Arundel County, Maryland,

DATED: 11-29-85

DEBTOR:

Howard B. He

William D. Whitehead
Debtor WILLIAM D. WHITEHEAD

Howard B. He

Sheryl L. Whitehead
Debtor SHERYL L. WHITEHEAD

Return to Ann M. Ivester, Esquire at Wilkinson, Guida & Eagan,
~~1000~~, Equitable Bank Building, Suite 700., 10320 Little Patuxent
Parkway, Columbia, Maryland 21044.



LIBER - 492 PAGE 572

ATTACHMENT

BEGINNING for the same at an iron pin at the distance of 375.7 feet from the beginning of the third line of that parcel of land which by deed dated August 19, 1942, recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 275, folio 215, was granted and conveyed by Charles P. Slunt and Helen M. Slunt, his wife, to Howard Herbert Hollman and running with a part of said third line (1) North 55 degrees 32 minutes East 200 feet to an iron pin; thence running the following three new courses and distances, namely (2) South 31 degrees 15 minutes East 1058.7 feet to an iron pin in the center-line of a Roadway (20 feet wide); (3) South 55 degrees 32 minutes West 208 feet along the center-line of said Roadway; (4) North 31 degrees 15 minutes West 1058.7 feet to the place of beginning. Containing five (5) acres of land, more or less, property being known as 1963 Hilltop Road. SAVING and EXCEPTING therefrom, nevertheless, so much of the property hereinbefore described which was conveyed unto the County Commissioners of Anne Arundel County by a deed dated June 30, 1958, and recorded among the Land Records of Anne Arundel County in Liber J.H.K. No. 583, folio 572.

Ann M Sweet
Mail to _____

NOT SUBJECT TO
RECORDATION TAXFINANCING STATEMENT

1. Debtor: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21404
2. Secured Party: UNION TRUST COMPANY OF MARYLAND
7 St. Paul Street
Union Trust Tower, 4th Floor
Baltimore, Maryland 21202
Attn: Parker Heckner
- RECORD FEE 11.00
POSTAGE .50
#19240 C237 RM1 T15#-46
DEC 20 85

3. This Financing Statement covers the following property:

The interest of the Debtor in and to (a) all of the Debtor's right, title and interest in and to and remedies under, and all moneys payable by the Borrower (hereinafter defined) to the Debtor, pursuant to the the Financing Agreement (hereinafter defined), (b) the Deed of Trust between the Borrower and Thomas M. Scott III and Gordon DeGeorge, as trustees, dated the date of the Financing Agreement, (c) the Assignment of Leases, Rents and Income by the Borrower dated the date of the Financing Agreement, (d) all of the Debtor's right, title and interest in and to and remedies under the Personal Guaranty by the Personal Guarantors (as defined in the Financing Agreement) in favor of the Secured Party, dated the date of the Financing Agreement, (e) all of the Debtor's right, title and interest in and to and remedies under the Guaranty by the Guarantor (as defined in the Financing Agreement) in favor of the Secured Party, dated the date of the Financing Agreement, (f) all right, title, and interest in and to and remedies with respect to any and all other property of even description and nature from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned or transferred, as or for additional security hereunder and, (g) all other revenues of the Debtor attributable to the financing of the Facility (hereinafter defined) including (without limitation) any moneys realized from the sale of any security for the Loan (hereinafter defined); excepting any amounts paid by the Borrower to the Debtor, or for the account of the Debtor, to pay for, or reimburse the Debtor for any expenses incurred by or on behalf of the Debtor in connection with the financing of the Facility, or for the purpose of indemnifying the Debtor under the terms and provisions of the Financing Agreement, or taxes and similar charges levied generally by the Debtor.

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

5. This Financing Statement gives notice of and perfects the security interest granted by the Debtor to the Secured Party under and pursuant to the Facility Financing Agreement dated December 18th, 1985 (the "Financing Agreement") by and among the

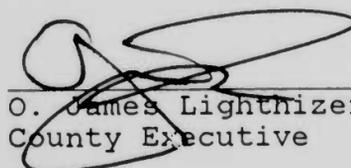
1985 DEC 20 PM 3:50

E. AUBREY COLLISON
11/18/85

Debtor, the Secured Party and Herrington Partnership, a Maryland general partnership (the "Borrower") relating to the Debtor's Anne Arundel County, Maryland Industrial Development Revenue Bond (Herrington Partnership Project), 1985 Series, in the principal amount of \$2,200,000 (the "Bond"), issued and sold pursuant to and in accordance with the Maryland Economic Development Revenue Bond Act, codified at Section 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland (1982 Replacement Volume, 1985 Cumulative Supplement), for the purpose of loaning the proceeds from the sale thereof (the "Loan") to the Borrower pursuant to the terms of the Financing Agreement, to finance a portion of the costs of the acquisition of (a) a tract of land consisting of approximately 18 acres located contiguous to Herrington Harbour North on Tracey's Creek, Anne Arundel County, Maryland; (b) the rehabilitation of buildings, slips and bulkheads for the operation of an industrial marina; (c) the expansion and renovation of an existing marina including dredging; (d) travel lifts for hauling boats; (e) industrial marine slips and bulkheads; and (f) certain other equipment and machinery that is necessary or useful in connection with the Facility. The Bond and the interest thereon do not constitute an indebtedness or a charge against the general credit or taxing powers of the Debtor within the meaning of any constitutional or charter provision or statutory limitation, and shall not ever constitute or give rise to any pecuniary liability of the Debtor.

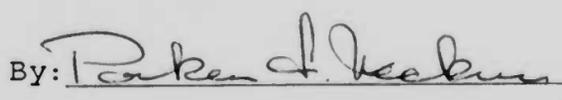
Debtor:

ANNE ARUNDEL COUNTY, MARYLAND


O. James Lighthizer
County Executive

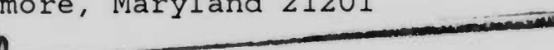
Secured Party:

UNION TRUST COMPANY OF
MARYLAND

By: 
Title: ASST VICE PRESIDENT

Please return to:

B. Colleen Ferg, Legal Assistant
Shapiro and Olander
36 S. Charles Street, Suite 2000
Baltimore, Maryland 21201

Mail to 

AA9-w.9
24:05:12/4/85
42308-014



FINANCING STATEMENTNOT SUBJECT TO
RECORDATION TAX

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

- | | | |
|----|---------------------------------------|--|
| 1. | NAME AND ADDRESS
OF DEBTOR: | HERRINGTON PARTNERSHIP
Route 261 Rosehaven
Friendship, Maryland 20758 |
| 2. | NAME AND ADDRESS
OF SECURED PARTY: | ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center -
Calvert and Northwest Streets
Annapolis, Maryland 21404 |
| 3. | NAME AND ADDRESS
OF ASSIGNEE: | UNION TRUST COMPANY OF MARYLAND
7 St. Paul Street
Union Trust Tower - 4th Floor
Baltimore, Maryland 21202
Attn: Parker Heckner |

RECORD FEE 31.00
POSTAGE .50
#19241 C237 R01 115:47

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

DEC 20 85

(a) The interest of the Debtor in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever owned by the Debtor, now or hereafter located or contained in, upon or attached to, the real property located in Anne Arundel County, Maryland, described on Exhibit A attached hereto and made a part hereof (the "Land"), and the improvements, structures, buildings, slips and bulkheads now or hereafter erected or placed on the Land and all replacements thereof (the "Land Improvements"), or any part thereof, and used or useable by the Debtor in connection with any present or future use or operations of the Land, or any part thereof, whether now owned or hereafter acquired by the Debtor or others; together with all alterations, additions, accessions, and improvements thereto, substitutions therefor and renewals and replacements thereof; and, together with all proceeds thereof, including the proceeds of any and all insurance policies in connection therewith (all of the foregoing building materials, fixtures, equipment and personal property collectively referred to as the "Equipment Collateral"). The Land and the Land Improvements are also described in a certain Deed of Trust dated as of December 8TH, 1985 by the Debtor to Thomas M. Scott, III and Gordon DeGeorge, trustees (the "Deed of Trust"). (The Land, Land Improvements and Equipment Collateral being referred to collectively hereinafter as the "Property"):

1985 DEC 20 PM 3:50

E. AUDREY COLLISON
CLERK31.00
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(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any condemnation of any portion of the Property or any part thereof, either temporarily or permanently, (ii) any change or alteration in the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Property or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property, or any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases, both now in existence or hereafter entered into with respect to the Property; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms; reserving in the Debtor a license to collect and receive the same, terminable upon the occurrence of an Event of Default (as defined in the Financing Agreement hereinafter defined) under any of the Documents (as defined in the Financing Agreement hereinafter defined).

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

6. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to the Secured Party (and assigned by the Secured Party to the Assignee) under and pursuant to the Facility Financing Agreement dated December __, 1985 (the "Financing Agreement") by and among the Debtor, the Secured Party and the Assignee, as security for a loan made by the Secured Party to the Debtor under and pursuant to the Financing Agreement as security for the Secured Party's Anne Arundel County, Maryland Industrial Development Revenue Bond (Herrington Partnership Project), 1985 Series, dated December __, 1985, in the principal amount of \$2,200,000 (the "Bond"), issued pursuant to, and in accordance with, the Maryland Economic Development Revenue Bond Act, Sections 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland, (1982 Replacement Volume, 1985 Cumulative Supplement). The Bond and the interest thereon do not constitute an indebtedness or a charge

Description of Parcel
214

LAW OFFICES
MANIS
WILKINSON SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 821
ANNAPOLIS, MD 21404
—
(301) 269-8853

LAW OFFICES
MANIS
WILKINSON SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 821
ANNAPOLIS, MD 21404
—
(301) 269-8853

LIBER - 492 PAGE 378

PARCEL ONE:

BEGINNING for the same at an iron pipe found at the beginning of the North 82° 09' West, 217.25 foot line of the conveyance by Robert T. Franklin to Theodore S. Grape by deed dated May 10, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 843, Folio 377; thence leaving said beginning point so fixed and running with said line as now surveyed and with the northern side of a driveway leading to the Leitch residence, North 82° 00' West, 217.45 feet to an iron pipe there found; thence leaving the out-lines and running across the whole tract, South 8° 00' West, 1053.90 feet to intersect the South 75° 59' 30" East, 1330.66 foot line of the whole tract to be conveyed to Franklin Kidd, thence running with part of said line, South 75° 59' 30" East 269.61 feet to an iron pipe set in a marsh; thence running with said marsh and Tracey's Creek, North 0° 09' West, 118.82 feet to the westernmost

line of the conveyance by Annie S. Leitch to Edna S. Allison and Conrad B. Allison, her son, by deed dated January 5, 1943 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 273, Folio 285, as now fenced, North 7° 53' 30", East 274.92 feet to a fence corner; thence running with said conveyance and also with the conveyance by Thomas Leitch to Edna S. Allison by deed dated November 5, 1921 and recorded in Liber W.N.W. No. 52, Folio 24, South 81° 55' 40" East, 258.16 feet to the shore line of Tracey's Creek; thence leaving said Allison lot and running with the said shore line, North 2° 44' 30" East, 240.51 feet; North 16° 55' West, 231.07 feet; North 49° 18' East, 248.22 feet, and North 14° 18' West, 180.54 feet to the southernmost line of the conveyance by Ralph Leitch and wife to James O'Brien, Jr. and wife by deed dated December 23, 1949 and recorded in Liber J.H.H. No. 551, Folio 574, South 84° 36' West, 238.66 feet to the said conveyance by Franklin to Grape; thence running with said conveyance, South 39° 37' West, 67.35 feet to the place of beginning. Containing 10.27 acres of land, more or less, according to a survey and plat made by Edward Hall, III & Associates, Registered Land Surveyors, in June 1955, subject to a right of way for ingress and egress as mentioned in the deed by Thomas Leitch to Edna Allison, dated November 5, 1921 and recorded in Liber W.N.W. No. 52, Folio 24.

SAID parcel of land being also described as follows, according to a survey made thereof by Edward Hall, III, Registered Land Surveyor, dated April 1963:

BEGINNING for the same at an iron pipe found at the beginning of the North 82° 09' West 217.25 foot line of the conveyance by Robert T. Franklin to Theodore S. Grape by deed dated May 10, 1954 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 843, Folio 377; said beginning also being the beginning of the North 82° 00' West 217.45 foot line of the conveyance by Ralph Leitch and wife to Capt. Kidd's, Inc. by deed dated July 13, 1955, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 945, Folio 171; thence leaving said beginning point so fixed and running with the northernmost side of the road to the former Leitch residence and said line North 82° 00' West 217.45 feet to an iron pipe there set at the northernmost end of the Old County Road past St. Mark's Church; thence leaving said conveyance to Grape, crossing the end of said County Road, and running through said conveyance by Leitch to Capt. Kidd's, Inc., South 8° 00' West 1053.90 feet to an iron pipe now set in a marsh in the South 75° 59' 30" East 1330.66 foot line of said conveyance to Capt. Kidd's, Inc.; thence running with the outlines of said conveyance and said marsh South 75° 59' 30" East 269.61 feet to an iron pipe now set on the shoreline of Tracey's Creek; thence running with said shoreline North 0° 34' 10" West 119.82 feet to an iron pipe now set at the end of the westernmost line of the conveyance by Annie S. Leitch to Edna S. Allison and Conrad B. Allison, her son, by deed dated January 5, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 273, Folio 285; thence leaving said Creek and running with said conveyance as now fenced North 8° 01' 20" East 274.92 feet to an iron pipe found at a fence corner; thence with said conveyance and the conveyance by Thomas Leitch to Edna S. Allison by deed dated November 5, 1921, and recorded among the Land Records of Anne Arundel County in Liber W.N.W. No. 52, Folio

24, South 81° 47' 50" East 214.22 feet to an iron pipe now set; thence leaving said conveyance to Allison and running with the shoreline of Tracey's Creek, as recently dredged and bulk-headed, closely paralleled by the following courses and distances: North 4° 18' 40" East 338.24 feet to an iron pipe now set, North 85° 04' 30" West 67.21 feet to an iron pipe now set, North 4° 34' East 180.84 feet to an iron pipe now set, South 84° 37' East 99.50 feet to an iron pipe now set, North 5° 26' 30" East 99.92 feet, South 75° 39' East 70.12 feet, North 56° 02' 20" East 9.90 feet, North 45° 57' 20" East 20.33 feet, North 45° 25' West 20.43 feet, and North 9° 05' 40" West 163.50 feet to an iron pipe now set at the beginning of the South 84° 36' West 238.66 foot line of said conveyance by Leitch to Capt. Kidd; thence leaving said Tracey's Creek and running with said line and the southernmost line of the conveyance by Ralph Leitch and wife to James O'Brien, Jr., and wife by deed dated December 23, 1949, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. No. 551, Folio 574, South 84° 36' West 238.66 feet to an iron pipe now set at the southernmost common corner between said conveyance to Theodore S. Grape and said conveyance to James O'Brien, Jr.; thence leaving said conveyance to O'Brien and running with the South 39° 37' West 67.35 foot divisional line between Grape and Capt. Kidd, as mentioned in said conveyance by Leitch to Capt. Kidd, South 39° 37' West 67.35 feet to the place of beginning. Containing 9.702 acres, more or less, according to a survey and plat made by Edward Hall, III, Registered Land Surveyor, in April 1963.

BEING subject to a 15 foot right of way as relocated and as now in use through said property to the property conveyed by Edna S. Allison and Conrad B. Allison to William E. Moore by deed dated July 16, 1948, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 481, Folio 304, and described as follows: BEGINNING for the North side of said right of way at an iron pipe found at a bend in the County Road leading from Route 256 past St. Mark's Church; and said pipe found being at the end of the first line of the above described property; thence running reversely with said line and the northernmost side of the 30 foot entrance road into said property South 82° 00' East 217.45 feet to an iron pipe there found at the beginning of said line; thence leaving the outlines, crossing said 30 foot road, and running with the center line of said 15 foot right of way, as now in use, South 5° 51' West 690.37 feet to a point distant North 84° 09' West 7.5 feet from an iron pipe at the northernmost corner of the W.E. Moore property; thence running parallel to the fence and property line South 8° 01' 20" West 145 feet, more or less, to the point of ending.

PARCEL TWO:

BEGINNING for the same at a pipe on the south side of the State Road leading from Deale to Nutwell, said pipe being at the end of the North 05° 15' West 71.75 foot line of the conveyance from James J. O'Brien, Jr. and Rita O'Brien, his wife, to Gordon A. Crandell and Ella Crandell, his wife, by deed dated December 21, 1949 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 551, folio 165, and running from said beginning point with said line, reversely, South 05° 15' East, 71.75 feet to a pipe at the beginning of said line; thence with the west line of an

LAW OFFICES
MANIS
WILKINSON SNIDER &
GOLDSBOROUGH
CHARTERED
P. O. BOX 621
ANNAPOLIS, MD 21404
(301) 283-8853

LIBER - 492 PAGE 580

0.36 acre tract, South 20° 14' West, 152.45 feet to a pipe at the end of the South 84° 27' West, 238.66 foot line of the conveyance from said O'Brien to Crandall by deed dated December 27, 1949 and recorded among the aforesaid Land Records in Liber J.H.H. No. 553, folio 90; thence with the division line between the Nannie Franklin property and the Ralph Leitch property and as now surveyed, South 39° 28' West, 67.35 feet to a pipe; thence with a line running North of the driveway to the Leitch home, North 82° 09' West, 217.25 feet to a pipe and North 09° 27' West, 18.65 feet to a pipe on the southeast side of the County Road; thence with the same, North 42° 23' East, 77.59 feet to a pipe and North 35° 13' East, 180.27 feet to a pipe set at the intersection of the southeast side of the County Road with the south side of the State Road leading from Nutwell to Deale; thence with the same, North 84° 45' East, 151.55 feet to the point of beginning; containing 1.19 acres of land, more or less.

DESCRIPTION OF PARCEL 89

LIBER - 492 PAGE 581

LAW OFFICES
MANIS
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GOLDSBOROUGH
CHARTERED
P. O. BOX 921
ANNAPOLIS MD 21404
—
(301) 293-9655

BEGINNING for the same at a corner fence post, said point being the beginning of Lot No. 2, as shown on the plat of the partition of the Estate of Gustavus Weems, filed among the Equity records of Anne Arundel County in old Series No. 173; thence leaving said beginning point so fixed and running reversely with the seventh and sixth lines of Lot No. 1, as shown on said plat as now surveyed, South 87° 29' 30" East, 1155.0 feet and South 75° 59' 30" East, 1330.66 feet to a pipe in a marsh; thence leaving said Lot No. 1 and running with said marsh and Tracey's Creek, North 0° 09' West, 118.82 feet to the westernmost line of the conveyance by Annie S. Leitch to Edna S. Allison and Conrad B. Allison, her son, by deed dated January 5, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 273, Folio 285, as now fenced, North 7° 53' 30" East, 274.92 feet to a fence corner; thence running with said conveyance and also with the conveyance by Thomas Leitch to Edna S. Allison by deed dated November 5, 1921, and recorded in Liber W.N.W. No. 52, Folio 24, South 81° 55' 40" East, 258.16 feet to the shore line of Tracey's Creek; thence leaving said Allison lot and running with the said shoreline, North 2° 44' 30" East, 240.51 feet; North 16° 55' West, 231.07 Feet; North 49° 18' East, 248.22 feet, and North 14° 16' West, 180.54 feet to the southernmost line of the conveyance by Ralph Leitch and wife to James O'Brien, Jr., and wife by deed dated December 23, 1949 and recorded in Liber J.H.H. No. 551, Folio 574, South 84° 36' West 238.66 feet to the conveyance by Robert T. Franklin and wife to Theodore Grape by deed dated May 10, 1954 and recorded in Liber J.H.H. No. 843, Folio 337; thence running with the lines of said conveyance, South 39° 37' West, 67.35 feet to an iron pipe there found; thence leaving said conveyance to Grape and running with the center of the old County Road to Tracey's Landing North 82° 44' 40" West 339.16 feet; thence leaving said County Road and running South 9° 49' 40" West, 15.0 feet to the northeast corner of the St. Mark's Church lot; thence running with the lines of St. Mark's Church as conveyed by Rachel A.D. Weems by deed dated May 12, 1876 and recorded in Liber S.H. No. 10, folio 275, of said Land

Records, and by Louis J. Berger, Executor of the Last Will and Testament of Rachel Weems by deed dated September 2, 1938 and recorded in Liber F.A.M. No. 192, Folio 93, South 9° 49' 40" West, 251.77 feet to a corner post; North 86° 13' West, 307.90 feet; North 76° 18' 30" West, 133.2 feet; North 2° 11' 30" East, 284.0 feet to the northwest corner of said Church lot; thence leaving said Church property and continuing North 2° 11' 30" East, 15.0 feet to the center line of said County Road; thence running up the center of said Road, now widened to a State Road, North 82° 03' 10" West, 509.66 feet and North 78° 18' 20" West 247.28 feet; thence running up the center of the abandoned County Road, South 79° 36' West, 229.39 feet; South 83° 23' West, 213.24 feet, and North 86° 58' West, 191.21 feet to the outline of the 10 1/4 acre parcel shown on said plat recorded in old Equity Series No. 173; thence leaving said County Road and running with said property (now the property of Mrs. Leon McCubbin) with a fence line, South 9° 00' 30" West 943.15 feet to the place of beginning. Containing 57.13 acres of land, more or less, including 0.60 acres in the Road, leaving a balance of 56.53 acres, according to a survey and plat made by Edward Hall, III, Registered Land Surveyor, in June, 1955.

SAVING AND EXCEPTING THEREFROM, HOWEVER, 10.27 acres of land as described in a Mortgage from Capt. Kidd's, Inc. to United Federal Savings and Loan Association dated April 16, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1288, Folio 566.

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

To be filed with the State Department of Assessments and Taxation; Land Records of Anne Arundel County, Maryland; and Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust securing a debt in the principal amount of \$228,000 or so much thereof as may be advanced to which instrument all required documentary stamps have been affixed.

NAME AND ADDRESS OF DEBTOR:

Herrington Partnership
Route 261 Rosehaven
Friendship, Maryland 20758

NAME AND ADDRESS OF SECURED PARTY:

Union Trust Company of Maryland
7 St. Paul Street
Union Trust Tower
Baltimore, Maryland 21202
Attn: Parker Heckner

RECORD FEE 26.00
POSTAGE .50
#19242 0237 RM T15-47
DEC 20 85

NAME AND ADDRESS OF TRUSTEES:

Thomas M. Scott, III and
Gordon DeGeorge
7 St. Paul Street
Union Trust Tower
Baltimore, Maryland 21202

1. This Financing Statement covers the following items of property:

- A. All personal property of every kind and nature whatsoever, construction and building materials, apparatus, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the hereinafter described property or any interest or estate therein, and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds, all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment, all power equipment, communications and radio apparatus, ducts, compressors, security systems of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.

1985 DEC 20 PM 3:50
E. AUBREY COLLISON
CLERK

26.00

- B. Proceeds of the above described collateral, accessions and after-acquired property are covered hereunder.
 - C. All contract rights, earnings, revenues, rents, issues, profits and other income of and from the hereinafter described property and other collateral, and all present and future accounts, general intangibles, chattel paper, documents, warranty rights and instruments relating to, derived from or otherwise appertaining to the hereinafter described property or any part thereof including all such rights heretofore granted or assigned by Debtor to Secured Party by the Deed of Trust or other similar documents.
 - D. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust hereinafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, all as more fully described on Exhibit A attached hereto and incorporated by reference herein and more fully described in and conveyed to the Trustees in the Deed of Trust, recorded

or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the security agreement to this secured transaction.

Dated: December __, 1985

DEBTOR SIGNATURE:

SECURED PARTY SIGNATURES:

E. Stuart Chaney
E. Stuart Chaney, General Partner

UNION TRUST COMPANY OF MARYLAND

By Parker Heckner
Parker Heckner, Assistant Vice President

Richard H. Chaney
Richard H. Chaney, General Partner

The Estate of George M. King, General Partner

By: Gloria S. King
Gloria S. King, Co-Personal Representative
Farmers National Bank

By: Frank Schelberg, Jr.
Co-Personal Representative
Frank Schelberg, President

Filing Officer:
After recordation, please return to:

Margaret S. Jacks
Shapiro and Olander, P.A.
36 S. Charles Street
Suite 2000
Baltimore, MD 21201

Mail to

AA10-W.15
10:03:12/17/85
41314-250

DESCRIPTION OF PARCEL LIBER - 492 PAGE 565

LAW OFFICES
 MANIS
 WILKINSON, SNIDER &
 GOLDSBOROUGH
 CHARTERED
 P. O. BOX 921
 ANNAPOLIS, MD 21404
 (301) 263-8855

BEGINNING for the same at a corner fence post, said point being the beginning of Lot No. 2, as shown on the plat of the partition of the Estate of Gustavus Weems, filed among the Equity records of Anne Arundel County in old Series No. 173; thence leaving said beginning point so fixed and running reversely with the seventh and sixth lines of Lot No. 1, as shown on said plat as now surveyed, South 87° 29' 30" East, 1155.0 feet and South 75° 59' 30" East, 1330.66 feet to a pipe in a marsh; thence leaving said Lot No. 1 and running with said marsh and Tracey's Creek, North 0° 09' West, 118.82 feet to the westernmost line of the conveyance by Annie S. Leitch to Edna S. Allison and Conrad B. Allison, her son, by deed dated January 5, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 273, Folio 285, as now fenced, North 7° 53' 30" East, 274.92 feet to a fence corner; thence running with said conveyance and also with the conveyance by Thomas Leitch to Edna S. Allison by deed dated November 5, 1921, and recorded in Liber W.N.W. No. 52, Folio 24, South 81° 55' 40" East, 258.16 feet to the shore line of Tracey's Creek; thence leaving said Allison lot and running with the said shoreline, North 2° 44' 30" East, 240.51 feet; North 16° 55' West, 231.07 feet; North 49° 18' East, 248.22 feet, and North 14° 16' West, 180.54 feet to the southernmost line of the conveyance by Ralph Leitch and wife to James O'Brien, Jr., and wife by deed dated December 23, 1949 and recorded in Liber J.H.H. No. 551, Folio 574, South 84° 36' West 238.66 feet to the conveyance by Robert T. Franklin and wife to Theodore Grape by deed dated May 10, 1954 and recorded in Liber J.H.H. No. 843, Folio 337; thence running with the lines of said conveyance, South 39° 37' West, 67.35 feet to an iron pipe there found; thence leaving said conveyance to Grape and running with the center of the old County Road to Tracey's Landing North 82° 44' 40" West 339.16 feet; thence leaving said County Road and running South 9° 49' 40" West, 15.0 feet to the northeast corner of the St. Mark's Church lot; thence running with the lines of St. Mark's Church as conveyed by Rachel A.D. Weems by deed dated May 12, 1876 and recorded in Liber S.H. No. 10, folio 275, of said Land

Records, and by Louis J. Berger, Executor of the Last Will and Testament of Rachel Weems by deed dated September 2, 1938 and recorded in Liber F.A.M. No. 192, Folio 93, South 9° 49' 40" West, 251.77 feet to a corner post; North 86° 13' West, 307.90 feet; North 76° 18' 30" West, 133.2 feet; North 2° 11' 30" East, 284.0 feet to the northwest corner of said Church lot; thence leaving said Church property and continuing North 2° 11' 30" East, 15.0 feet to the center line of said County Road; thence running up the center of said Road, now widened to a State Road, North 82° 03' 10" West, 509.66 feet and North 78° 18' 20" West 247.28 feet; thence running up the center of the abandoned County Road, South 79° 36' West, 229.39 feet; South 83° 23' West, 213.24 feet, and North 86° 58' West, 191.21 feet to the outline of the 10 1/4 acre parcel shown on said plat recorded in old Equity Series No. 173; thence leaving said County Road and running with said property (now the property of Mrs. Leon McCubbin) with a fence line, South 9° 00' 30" West 943.15 feet to the place of beginning. Containing 57.13 acres of land, more or less, including 0.60 acres in the Road, leaving a balance of 56.53 acres, according to a survey and plat made by Edward Hall, III, Registered Land Surveyor, in June, 1955.

SAVING AND EXCEPTING THEREFROM, HOWEVER, 10.27 acres of land as described in a Mortgage from Capt. Kidd's, Inc. to United Federal Savings and Loan Association dated April 16, 1959, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1288, Folio 566.

DESCRIPTION OF PARCEL 332

LIBER - 492 PAGE 586

BEGINNING for the same at a pipe set on the south side of Maryland Route 256 at a point located South 04° 23' 03" East 40.00 feet from a pipe set on the north side of said State Road at the end of the South 85° 36' 57" West 934.58 foot line of the 63.505 acre tract of Nannie Franklin's property now surveyed; thence from the place of beginning so fixed and running with the south side of Maryland Route 256, North 85° 36' 57" East 881.93 feet to the intersection formed by the south side of said State Road with the west side of the Old County Road; thence leaving said State Road and running with the west side of said County Road, 30 feet wide, South 35° 56' West 148.22 feet; thence South 43° 06' West 75.61 feet; thence South 75° 17' West 73.12 feet; thence with the north side of said County Road, North 79° 48' West 239.34 feet; thence North 79° 39' West 409.51 feet; thence North 77° 10' West 43.54 feet to intersect the south side of Maryland Route 256, aforesaid; thence running with the south side of said State Road, along a regular curve to the left having a radius of 1526.29 feet, a chord of North 85° 48' 56" East 10.96 feet for an arc length of 10.96 feet to the place of beginning. Containing 1.962 acres, more or less, as surveyed by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in December 1970.



MARYLAND NATIONAL BANK

We want you to grow.™

MEMBER FDIC

559635

LIBER - 492 PAGE 587

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at AA 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)
 KAUFMAN AND ASSOCIATES, INC. 222 Severn Avenue
 Annapolis, Maryland 21403

6. Secured Party Address
 Maryland National Bank P.O. Box 871
 Attention: P. Glass Annapolis, Maryland 21404

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

- A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired 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 or other real estate described on Schedule A attached hereto and made a part hereof by reference.

RECORD FEE 11.00
POSTAGE .50

KAUFMAN AND ASSOCIATES, INC.

(Seal)
F. MICHAEL KAUFMAN, PRESIDENT

(Seal)

(Seal)

(Seal)

Secured Party
Maryland National Bank

Barbara Howell (Seal)

Credit Analyst
Type name and title

#19270 C055 R01 DEC 23 11:50

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, AA COUNTY

1985 DEC 23 AM 10:56

E. AUBREY COLLISON
CLERK

SCHEDULE A

LIBER - 492 PAGE 588

KAUFMAN 47 FOOT SAILBOAT HULL NUMBER KDB47114K586.

Handwritten signature

FINANCING STATEMENT

TO: _____ State Department of Assessments and Taxation
 _____ Land Records, Circuit Court of Anne Arundel
 County, Maryland
 X Financing Records, Circuit Court of Anne Arundel
 County, Maryland

NOT SUBJECT TO RECORDATION TAX.

THE APPROPRIATE AMOUNT OF RECORDATION TAXES, IF ANY, HAS BEEN PAID IN CONNECTION WITH A DEED OF TRUST RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF THE JURISDICTION IN WHICH THE LAND HEREIN DESCRIBED IS LOCATED AND GIVEN AS SECURITY IN CONNECTION WITH THE SAME LOAN.

THIS FINANCING STATEMENT, dated the 20TH day of December 1985, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

BALTIMORE WASHINGTON HOTEL LIMITED PARTNERSHIP
Suite 550
4520 East-West Highway
Bethesda, Maryland 20814

RECORD FEE 15.00
POSTAGE .50

2. Secured Party's name and address:

WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
5101 Wisconsin Avenue, N.W.
Washington, D.C. 20016

#19277 0237 R01 T10#555
DEC 23 85

3. This Financing Statement covers the following property to be utilized in the construction, use and occupancy of improvements on the land described in that certain deed of trust of even date herewith from the Debtor to Robert W. Neff and Robert K. Bowie, 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 site plans and specifications, surveys, appliances, fixtures, building materials, equipment, furniture and furnishings 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;
- B. all contracts for construction, architectural and engineering services, elevator service contracts and contracts for the maintenance of heating, ventilation and airconditioning systems and equipment;
- C. all of the Debtor's other personal property now or hereafter located on the premises described above and necessary to the construction, use and occupancy of the improvements thereon;
- D. 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

After recording return to Commercial Settlements, Inc.
1413 K Street, N.W., Eleventh Floor
Washington, D.C. 20036

RECEIVED FOR RECORDING
CIRCUIT COURT OF ANNE ARUNDEL COUNTY
1985 DEC 23 AM 11:06
E. AUBREY COLLISON
CLERK

MP

~~10.00~~ 15.00
.50

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

- E. the proceeds, issues and profits of the property.
- 4. Said deed of trust secures an obligation of the Debtor to the Secured Party in the principal sum of \$4,200,000, which obligation has a maturity date not later than sixteen (16) years from the date hereof.
- 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:

BALTIMORE WASHINGTON HOTEL
LIMITED PARTNERSHIP

BY: U.S.A. DEVELOPMENT ASSOCIATES
LIMITED PARTNERSHIP, General Partner

BY: E.R. HOTEL CORP.
General Partner

By:  (SEAL)
Norman Understein
President

Exhibit "A"
Legal Description
Property of Baltimore Washington Hotel
Limited Partnership

LIBER - 492 PAGE 591

FIFTH ELECTION DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point on the first or North 47° 25' 19" East 370.01 footline of a parcel of land that was granted and conveyed by Rudolph M. Pfieffer and Dorothy G. Pfieffer, his wife, to John Marine, Jr. and Martha Ann Marine, his wife, by deed dated June 25, 1953 and recorded among the land records of Anne Arundel County, Maryland in Liber J.H.H. 764 at Folio 417, distant 358.98 feet from the end thereof, said point also being on the easterly right of way line of Elkridge Landing Road as shown on Anne Arundel County, Right of Way Plat No. 1 of 5, recorded among the aforesaid land records in Liber 2427 at Folio 885, said point further being on the southerly right of way line of a thirty (30) foot road, thence leaving said point and said easterly right of way line and running with a part of the first, all of the second, and a part of the third lines of the aforesaid conveyance to John Marine Jr. and with said southerly right of way line,

- 1) North 47° 25' 19" East 358.98 to an iron pinch pipe found; thence leaving said southerly right of way line,
- 2) South 32° 56' 23" East 239.41 feet to a concrete monument found; and
- 3) South 47° 25' 19" West 322.65 feet to a point on the aforesaid easterly right of way line of Elkridge Landing Road, as shown on the aforesaid plat, thence with said easterly line,
- 4) North 32° 20' 58" West 10.01 feet to a point;
- 5) South 57° 39' 02" West 30.00 feet to a point; and
- 6) 223.13 feet along the arc of a curve, deflecting to the left, having a radius of 3030.00 feet and a chord bearing North 34° 27' 33" West 223.08 feet to the place of beginning containing 1.9121 acres of land.

Being the residue of a parcel of land that was granted and conveyed by Rudolph M. Pfieffer and Dorothy G. Pfieffer his wife, to John Marine, Jr. and Martha Ann Marine, his wife by deed dated June 25, 1953 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 764 at Folio 417.

SUBJECT HOWEVER to and together with (1) a revertible easement for supporting slopes along Elkridge Landing Road and (2) a perpetual easement for an inlet ditch as shown on Anne Arundel County Right of Way Plat No. 1 of 5, entitled "Elkridge Landing Road west of Nursery Road to Fort Meade Road" recorded among the Land Records of Anne Arundel County, Maryland in Liber 2427 at Folio 885.

259607

LIBER - 492 PAGE 592

THE LOMAS & NETTLETON COMPANY

FINANCING STATEMENT

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

DEBTOR: MAJOR Thomas W.

PROPERTY ADDRESS: 1734 Broadlee Trail
Annapolis, Maryland 21401

SECURED PARTY: The Lomas & Nettleton Company, its successors and assigns, 175
Orange Street, New Haven, Connecticut 06510.

MATURITY DATE OF OBLIGATION: December 1, 2015

THIS FINANCING STATEMENT COVERS THE FOLLOWING ITEMS OF PROPERTY:
Refrigerator, Range/Oven, Disposal, Dishwasher, Fan/Hood, Fireplace

RECORD FEE 12.00
POSTAGE .50
#19312 0040 R01 113:37
DEC 23 85

The above described items of property are affixed to a dwelling house located in _____ County _____. For a more particular description of the property, reference is hereby made to a Deed of Trust dated _____, from _____ to The Lomas & Nettleton Company which has been recorded among the land records of _____ County _____.

SECURED PARTY:

THE LOMAS & NETTLETON COMPANY

BY: [Signature]
244-3822
3233-042
20115 .GM .MAY AN99V32
318 218
THE FUNDING OFFICE GROUP

DEBTORS:

[Signature]
Thomas W. Major

[Signature]
E. Yvonne Major

12.00
50

RECEIVED FOR RECORD
CREDIT COURT, S.A. COUNTY
1985 DEC 23 PM 1:40
E. AUBREY COLLISON
CLERK
MP

259761

STATEMENT OF ASSIGNMENT UNDER UNIFORM COMMERCIAL CODE LIBER - 492 PAGE 593

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 11.00
POSTAGE .50
#09933 C777 R02 T14:07
DEC 23 85

This statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This statement refers to original Financing Statement, Identifying File No. 254270 recorded among the Financing Statement Records of the Circuit Court for Anne Arundel County in Book 478, page 589 on October 18, 1984.

1. Name and Address of Debtor: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21401

2. Name and Address of Secured Party: SEVERN SAVINGS ASSOCIATION OF ANNAPOLIS, INC.
c/o Hyatt, Chep & Winegrad, P.A.
1919 West Street
P.O. Box 1852
Annapolis, Maryland 21404

3. The Secured Party has assigned to the Assignee whose name and address appear below in Item 4, all of the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein.

RECEIVED FOR RECORD
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
1985 DEC 23 PM 2:06
E. AUBREY COLLISON
CLERK

MP
11-28-85

4. Name and Address
of Assignee:

FARMERS NATIONAL BANK
OF MARYLAND
Church Circle
Annapolis, Maryland 21401

LIBER - 492 PAGE 594

SECURED PARTY:

ATTEST:

SEVERN SAVINGS
ASSOCIATION OF
ANNAPOLIS, INC.

[Signature]

By:

[Signature]

Dated: December 17, 1985

FILING OFFICER: Return to:

Hartman and Crain
2661 Riva Road, Suite 810
Annapolis, Maryland 21401
Attention: David C. Barclay

Mail to _____

001193DB.STM

STATEMENT OF ASSIGNMENT
UNDER UNIFORM COMMERCIAL CODE

LIBER -- 492 PAGE 595

TO BE RECORDED AMONG
THE FINANCING STATEMENT
RECORDS OF THE CIRCUIT
COURT FOR ANNE ARUNDEL COUNTY

NOT SUBJECT TO
RECORDATION TAX

This statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This statement refers to original Financing Statement, Identifying File No. 254695 recorded among the Financing Statement Records of the Circuit Court for Anne Arundel County in Book 480, page 10 on November 28, 1984.

1. Name and Address of Debtor: K&B PROPERTIES
111 Hillsmere Shores
Annapolis, Maryland 21403
2. Name and Address of Secured Party: ANNE ARUNDEL COUNTY,
MARYLAND
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21401
3. Name and Address of First Assignee: SEVERN SAVINGS ASSOCIATION
OF ANNAPOLIS, INC.
c/o Hyatt, Chep & Winegrad, P.A.
1919 West Street
P.O. Box 1852
Annapolis, Maryland 21404
4. The First Assignee has assigned to the Second Assignee whose name and address appear below in Item 5, all of the First Assignee's rights under the original Financing Statement above referred to as to all collateral described therein.

RECORD FEE 11.00
POSTAGE .50
#09834 C777 R02 T14:07
DEC 23 85



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1985 DEC 23 PM 2:06

E. AUBREY COLLISON
CLERK

11-23-85

5. Name and Address
of Second Assignee:

FARMERS NATIONAL BANK
OF MARYLAND
Church Circle
Annapolis, Maryland 21401

LIBER - 492 PAGE 596

FIRST ASSIGNEE:

ATTEST:

SEVERN SAVINGS
ASSOCIATION OF
ANNAPOLIS, INC.

[Signature]

By:

[Signature]

Dated:

December 17, 1985

FILING OFFICER: Return to:

Hartman and Crain
2661 Riva Road, Suite 810
Annapolis, Maryland 21401
Attention: David C. Barclay

001191DB.STM

Mail to _____

RECORD FEE 10.00
#30057 6777 R02 T08:33
DEC 24 85

MARYLAND TERMINATION STATEMENT

Date 12-19 1985

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: Edward T. and Jessie P. Smith
769 Mesa Rd Millersville, Md. 21108

2. Secured Party and address (Type complete corporate name):
ITT Financial 5216 Baltimore Natl PIKE
Baltimore Md 21229

Mail to

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 444 Page 430 Identifying #240717

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

ITT Financial

(TYPE COMPLETE CORPORATE NAME)

By:

Michael L. Wilson

(Type signature below name)

AS 8/88

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES

MP
1985 DEC 24 AM 9:03
E. AUBREY COLLISON
CLERK

1000

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. _____ LIBER - 492 PAGE 598

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

1. LESSEE:
SERVICE MASTER JANITORIAL SERVICES, A GENERAL PARTNERSHIP
7603-A Baltimore-Annapolis Boulevard
Glen Burnie, MD 21061

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

3. ASSIGNEE (if any) OF LESSOR:
EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

4. THIS FINANCING STATEMENT ~~COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)~~
() If checked, see ^{Mail to} schedule of Equipment attached to and made a part hereof.

PARAGON 16/16 ELECTRONIC TELEPHONE SYSTEM, Including:
1 - Key Service Unit
4 - Telephones

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

LESSEE:

LESSOR:

SERVICE MASTER JANITORIAL SERVICES,
A GENERAL PARTNERSHIP
Name of Lessee

BUTLER AND COMPANY, INC.
Name of Lessor

BY: Phillip D. Brown
Signature of Lessee

BY: Deborah Stran
Signature of Lessor

Phillip D. Brown Partner
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

2128

RECORD FEE 11.00
POSTAGE .50
#09860 C777 R02 T09:39
DEC 24 85

1985 DEC 24 PM 9:03
E. AUBREY COLLISON
CLERK

1/10/85

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
Annapolis, Maryland 21401

250700 LIBER - 492 PAGE 599

FINANCING STATEMENT

1. **Name of Debtor(s):** Spa Creek Builders
Address: 528 Tayman Drive
Annapolis, MD 21403

Not
Subject to
recording tax
of \$ n/a

2. **Name of Secured Party:** Annapolis Federal Savings and Loan Association
Address: Consumer/Commercial Lending Department
P.O. Box 751
Annapolis, MD 21404

RECORD FEE 11.00
POSTAGE .50
#09831 C777 R02 T08:40
DEC 24 85

3. **This Financing Statment covers the following types (or items) of property:** One (1) IBM PC XT Model 5100068, serial number 6356359, One (1) Tandon 360K Disk Drive, serial number 12316069, One (1) IBM Color Monitor, One (1) IBM Color Graphics Adpater, One (1) Epson FX-185 Printer, One (1) Cable: 15' IBM/Parallel, One (1) AST 6 Pak Plus, One (1) Printer Stand, One (1) Box Dysan Diskettes, One (1) Box Paper, Wide Greenbar, One (1) Clipstrip II & Surge Protector, One (1) Tutorial Software, One (1) LTR 8700 Control Station, serial number 67748, One (1) Base Power Supply, One (1) Disk Microphone, One (1) Corner Reflector antenna, Two (2) LTR8700 Mobiles w/system

Debtor(s):
Spa Creek Builders

Secured Party:

By: *Ted Bavis*
Ted Bavis, President

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: *Paul R. O'Connell*
(Authorized Signature)

Paul R. O'Connell, A.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.)

11/03
85

RECEIVED FOR RECORD
CIRCUIT COURT, ST. MARY'S COUNTY
1985 DEC 24 AM 9:03
E. AUBREY COLLISON
CLERK

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 JAMES A. HOAGE
 Address—Street No., City - County State Zip Code 592 CENTER DR SEVENA PARK, AA, MD 21146

Name or Names—Print or Type _____
 Address—Street No., City - County State Zip Code _____
 RECORD FEE 13.00
 POSTAGE .50
 #09864 C777 R02 T09:49
 DEC 24 95

2. Secured Party:
 Name or Names—Print or Type SEARS ROEBUCK & CO
 Address—Street No., City - County State Zip Code 6650 RITCHIE HWY GLEN BURNIE, AA, MD 21061

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). INSTALLED ROOF, ATTIC VENT FAN, BOW WINDOW AND ALUMINUM TRIM

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

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): James A. Hoage (Signature of Debtor)
JAMES A. HOAGE (Type or Print)
 _____ (Signature of Debtor)
 _____ (Type or Print)

SECURED PARTY: SEARS ROEBUCK & CO (Company, if applicable)
 _____ (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

1300

AA Co.

1965 DEC 24 AM 9:03
 E. AUBREY COLLISON
 CLERK

**END
LIBER**