

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE
FINANCING STATEMENTS**

E. Aubrey Collison
CLERK OF THE CIRCUIT COURT

CAMERA: Shirley Grizzel

LIBER

493

259702

LIBER - 493 PAGE 1

TO BE } CROSS INDEXED
 NOT TO BE } [REDACTED] IN LAND RECORDS

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

FINANCING STATEMENT

Name or Names—Print or Type: EVELYN A. REGAN
 Address—Street No., City - County State: 32 ELM DRIVE GLEN BURNIE MD 21061

RECORDING FEE 13.00
 #09005 1777 R02 T09:50
 DEC 24 85

1. Debtor(s):

Name or Names—Print or Type _____
 Address—Street No., City - County State Zip Code _____

2. Secured Party:

Name or Names—Print or Type: SEARS ROEBUCK & COMPANY
 Address—Street No., City - County State Zip Code: 6650 N. RITTING HWY. GLEN BURNIE, MD 21061

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Installed Kitchen Cabinets, custom countertop and related items.

4. If above described personal property is to be affixed to real property, describe real property. Residential Dwelling at: - 32 Elm Drive Glen Burnie, Md. 21061

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:

Evelyn A. Regan
 (Signature of Debtor)
EVELYN A. REGAN
 Type or Print

 (Signature of Debtor)

 Type or Print

Sears, Roebuck and Company
 (Company, if applicable)

 (Signature of Secured Party)
J. D. Althouse—Credit Central Oper. Mgr.
 Type or Print (Include title if Company)

1985 DEC 24 AM 9:03
 COLLISON
 1119

MAIL TO: TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
 6901 Security Blvd., Baltimore, Maryland 21207
 Name and Address _____

1300 3370

AA 6. 1350

259703

LIBER - 493 PAGE

3

TO BE
 NOT TO BE

CROSS INDEXED
IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):

JOHN N INGLE JR
Name or Names—Print or Type

7429 ZACHARY LA GLEN BURNIE AA MD 21061
Address—Street No., City - County State Zip Code

RECORD FEE 1.00
POSTAGE .50
#09867 0777 R02 T08:51
DEC 24 85

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

RECORD FEE 12.00
#09868 0777 R02 T08:51
DEC 24 85

2. Secured Party:

SEARS ROEBUCK & CO
Name or Names—Print or Type

6680 BURNIE HIGHWAY GLEN BURNIE AA MD 21061
Address—Street No., City - County State Zip Code

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

CENT. AIR COND & FURNACE

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):

John N Ingle Jr
(Signature of Debtor)

JOHN N INGLE JR.
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

Sears, Roebuck and Company
(Company, if applicable)

J. D. Althouse-Credit Central Oper. Mgr.
(Signature of Secured Party)

Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

MAIL TO:

1985 DEC 24 AM 9:03
E. ALTHEUSE COLLISCH
CLERK

1388

1350

259704

TO BE } CROSSL INDEXED
 NOT TO BE } XXXXXXXXXX IN LAND RECORDS

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

FINANCING STATEMENT

1. Debtor(s):

DONALD L. JOHNSON
 Name or Names—Print or Type
 207 CHARLES ST BALTO AA Co MD 21225
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code
 RECORD FEE 13.00
 POSTAGE .50
 409869 C777 R02 TOR:51
 DEC 24 85

2. Secured Party:

SEARS ROEBUCK & Co
 Name or Names—Print or Type
 6650 N. RICHIE HY. ELEM BURNIE AA Co MD 21061
 Address—Street No., City - County State Zip Code

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

KITCHEN CABINETS
 GAS RANGE
 COUNTER TOPS

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

RESIDENTIAL DWELLING
 207 Charles St. Baltimore Md 21225

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:

Donald L. Johnson
 (Signature of Debtor)
 DONALD L. JOHNSON
 Type or Print

SEARS ROEBUCK & Co
 (Company, if applicable)
 (Signature of Secured Party)
 J. D. Althouse—Credit Control Oper. Mgr.
 Type or Print (Include title if Company)

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

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

1380

AA Co. 1 1380

1985 DEC 24 AM 9:03
 E. ALTHOUSE 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):

MR. LEOPOLDO RUGEL SR.
 Name or Names—Print or Type
211 MANSION RD LINTHICUM 21090 MD
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code
 RECORD FEE 13.00
 #09870 0777 R02 108:52
 DEC 24 05

2. Secured Party:

SEARS ROEBUCK AND Co.
 Name or Names—Print or Type
6901 SECURITY Blvd BALTO MD 21207
 Address—Street No., City - County State Zip Code

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

EIGHT VINYL REPLACEMENT WINDOW
SIX STORM WINDOWS

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

RESIDENTIAL DWELLING
211 MANSION Rd. LINTHICUM MD 21090

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

x Leopoldo E. Rugel Sr
 (Signature of Debtor)

LEOPOLDO RUGEL SR
 Type or Print

Sears, Roebuck and Company
 (Company, if applicable)

(Signature of Debtor)

Type or Print

J. D. Althouse-Credit
 (Signature of Secured Party)

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

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

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

1300
50

AA Co.
1

1985 DEC 24 AM 9:03
 E. AUGUST COLLISON
 CLERK

CROSS INDEXED

TO BE SUBJECT TO } RECORDING TAX
 NOT TO BE } IN LAND RECORDS } ON PRINCIPAL
 NOT TO BE } NOT SUBJECT TO } AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s): MR. & MRS. DENNIS B. MULLINEAUX
 Name or Names—Print or Type
513 BAYLOR RD GLEN BURNIE MD 21061
 Address—Street No., City - County State Zip Code

FRAN R. MULLINEAUX
 Name or Names—Print or Type
513 BAYLOR ROAD, BLENBURNIE MD 21061
 Address—Street No., City - County State Zip Code

2. Secured Party: SEARS ROEBUCK & CO
 Name or Names—Print or Type
6901 SECURITY BLVD. BALTO. MD 21207
 Address—Street No., City - County State Zip Code

RECORDED FEE 15.00
 POSTAGE 50
 #09971 C777 R02 108:52
 DEC 24 95

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

FOURTEEN VINYL REPLACEMENT WINDOWS
 IN ACCORDANCE WITH SEARS PROPOSAL

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

RESIDENTIAL DWELLING

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S) [Signature]
 (Signature of Debtor)

SECURED PARTY:
Sears, Roebuck and Company
 (Company, if applicable)

DENNIS B. MULLINEAUX
 Type or Print
[Signature]
 (Signature of Debtor)

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

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

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

1985 DEC 24 AM 9:03
 COLLISION
 E. AUBREY CLARK

1730

165B
 AA Co.
 2

TO BE } **CROSS INDEXED** } SUBJECT TO } RECORDING TAX
 NOT TO BE } **_____** IN } NOT SUBJECT TO } ON PRINCIPAL
LAND RECORDS } AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):
 Name or Names—Print or Type James M. Johnson
 Address—Street No., City - County State Zip Code 500 West Pasadena Rd. Pasadena, Md 21222

Name or Names—Print or Type Diane L. Johnson
 Address—Street No., City - County State Zip Code 500 West Pasadena Rd., Pasadena, Md 21222

2. Secured Party:
 Name or Names—Print or Type Sears Roebuck & Company
 Address—Street No., City - County State Zip Code 6650 N. Ritchie Hwy Glen Burnie, Md 21061

RECORD FEE 15.00
 POSTAGE 50
 #09874 (977) 803 108:53
 DEC 24 85

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Installed Garage Door (wood) and installed wood entry door.

4. If above described personal property is to be affixed to real property, describe real property.
Residential Dwelling @ :- 500 West Pasadena Rd. Pasadena, Md. 21222

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:

James M. Johnson
 (Signature of Debtor)
JAMES M JOHNSON
 Type or Print

Diane L Johnson
 (Signature of Debtor)
DIANE L JOHNSON
 Type or Print

Sears, Roebuck and Company
 (Company, if applicable)

J. D. Althouse-Credit
 (Signature of Secured Party) 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

152

AA G. 1550

15.703

TO BE } CROSS INDEXED
 NOT TO BE } [REDACTED] IN LAND RECORDS

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

FINANCING STATEMENT

1. Debtor(s):

WILLIAM E. ATWELL SR
 Name or Names—Print or Type
251 MAGOTHY BRIDGE RD PA MD 21122
 Address—Street No., City - County State Zip Code

CAROL A. ATWELL
 Name or Names—Print or Type
251 MAGOTHY BRIDGE RD PA MD 21122
 Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & CO
 Name or Names—Print or Type
6650 BOONER HIGHWAY CLEVERNE PA MD 21061
 Address—Street No., City - County State Zip Code

RECORD FEE 15.00
 POSTAGE 50
 #10073 PTT
 102 703-54
 DEC 24 85

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

CENT. AIR + ELECT. HEAT.

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

251 MAGOTHY BRIDGE RD 21122

5. If collateral is crops, describe real estate.

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

DEBTOR(S): SECURED PARTY:

X W. E. Atwell Sr Sears, Roebuck and Company
 (Signature of Debtor) (Company, if applicable)

WILLIAM E. ATWELL SR J. D. Al
 Type or Print (Signature of Secured Party) Oper. Mgr.

X Carol Atwell CAROL E. ATWELL
 (Signature of Debtor) Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
 6901 Security Blvd., Baltimore, Maryland 21207

MAIL TO:

Name and Address _____

11/15/85

AA 1550

259709

TO BE
 NOT TO BE

CROSS INDEXED
IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):	<u>KEVIN L. PURKEY</u> Name or Names—Print or Type	RECORD FEE 15.00
	<u>1014 DUMBARTON RD GLENBURNIE MD</u> Address—Street No., City - County State	POSTAGE .50 <u>2706 2777</u> ZIP CODE DEC 24 95

1. Debtor(s):	<u>ROBIN LYNN PURKEY</u> Name or Names—Print or Type
	<u>SAME AS ABOVE</u> Address—Street No., City - County State Zip Code

2. Secured Party:	<u>SEARS ROEBUCK AND CO.</u> Name or Names—Print or Type
	<u>1650 N. GOV. RITCHIE HWY GLENBURNIE MD 21061</u> Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
SELF INSTALLED CENTRAL AIR AND GAS FURNACE

4. If above described personal property is to be affixed to real property, describe real property.
1014 DUMBARTON RD
GLENBURNIE MD 21061

5. If collateral is crops, describe real estate.
N/A

6. Proceeds of collateral are are not covered. N/A
7. Products of collateral are are not covered. N/A

DEBTOR(S):

Kevin L Purkey
(Signature of Debtor)

KEVIN L. PURKEY
Type or Print

Robin Lynn Purkey
(Signature of Debtor)

ROBIN LYNN PURKEY
Type or Print

SECURED PARTY:

Sears, Roebuck and Company
(Company, if applicable)

J. D. Althouse-Credit Central Oper. Mgr.
(Signature of Secured Party)

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



1985 DEC 24 AM 9:04
MPP
COLLISION

MAIL TO: After this statement has been recorded please mail the same to:
6901 Security Blvd., Baltimore, Maryland 21207
Name and Address _____

1/7/80

PA Co. 1550

259711

TO BE } **CROSS INDEXED** } RECORDING TAX
 IN } **IN** } ON PRINCIPAL
 LAND RECORDS } } AMOUNT OF
 NOT TO BE } } \$ _____
 SUBJECT TO }
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s): ALFRED J. REESE
 Name or Names—Print or Type
500 KINTOP RD GLEN BURNIE AA MD 21061
 Address—Street No., City - County State Zip Code
 AA County

CARLISS M. REESE
 Name or Names—Print or Type
500 KINTOP RD GLEN BURNIE AA Co MD 21061
 Address—Street No., City - County State Zip Code
 AA County

2. Secured Party: SEARS ROEBUCK & Co.
 Name or Names—Print or Type
6650 N. RITCHIE Av. GLEN BURNIE AA Co MD 21061
 Address—Street No., City - County State Zip Code
 AA County

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

RECORD FEE 15.00
 POSTAGE .50
 #09876 0777 R02 T08:59
 DEC 24 85

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

RESIDENTIAL DWELLING
500 Kintop Rd. Glen Burnie, Md. 21061
 Anne Arundel County

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Alfred J. Reese
 (Signature of Debtor)
ALFRED J. REESE
 Type or Print

Carliss M. Reese
 (Signature of Debtor)
CARLISS M. REESE
 Type or Print

SEARS ROEBUCK & Co
 (Company, if applicable)
J. D. Al (Signature of Secured Party) Oper. Mgr
 Type or Print (Include title if Company)

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

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

1985 DEC 24 AM 9:04
 E. AUGER COLLISON
 CLEAR

AA Co.
 1552
 2

TO BE } **CROSS INDEXED** } RECORDING TAX
 NOT TO BE } **IN** } ON PRINCIPAL
 LAND RECORDS } SUBJECT TO } AMOUNT OF
 NOT SUBJECT TO } \$ _____

FINANCING STATEMENT

1. Debtor(s): Charles W Carroll
 Name or Names—Print or Type
7869 Leymar Rd G.B. Md 21061
 Address—Street No., City - County State Zip Code

Dorothy B. Carroll
 Name or Names—Print or Type
Same as above
 Address—Street No., City - County State Zip Code

RECORD FEE 15.00
 POSTAGE .50
 ZIP CODE 21061
 DEC 24 85

2. Secured Party: Sears Roebuck & Company
 Name or Names—Print or Type
6656 N Ritchie Highway G.B. Md 21061
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Small Oil Boiler + Electric w/heater

4. If above described personal property is to be affixed to real property, describe real property.
7869 Leymar Rd
G.B. Md 21061

5. If collateral is crops, describe real estate.
N/A

6. Proceeds of collateral are are not covered. N/A
 7. Products of collateral are are not covered. N/A

DEBTOR(S):
+ Charles W Carroll
 (Signature of Debtor)
Charles W. Carroll
 Type or Print
+ Dorothy B Carroll
 (Signature of Debtor)
Dorothy B. Carroll
 Type or Print

SECURED PARTY:
Sears, Roebuck and Company
 (Company, if applicable)
J. D. Althouse
 (Signature of Secured Party) Oper. Mgr.
 Type or Print (Include title if Company)



1985 DEC 24 AM 9:04
 E. ADAMS COLLISON
 CLERK

MAIL TO: TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
 901 Security Blvd., Baltimore, Maryland 21207
 Name and Address _____

AA Co.
 2
 1550

259713

LIBER - 493 PAGE

13 RECORDING TAX ON PRINCIPAL AMOUNT OF \$

CROSS INDEXED
X TO BE IN LAND RECORDS
NOT TO BE

SUBJECT TO
NOT SUBJECT TO

FINANCING STATEMENT

1. Debtor(s):

ROBERT C JACKSON SR
Name or Names—Print or Type
524 Newfield Rd. Glen Burnie AA MD 21061
Address—Street No., City - County State Zip Code

MARY E JACKSON
Name or Names—Print or Type
524 Newfield Rd. Glen Burnie AA MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & CO
Name or Names—Print or Type
6650 Ritchie Hwy. GLEN BURNIE AA MD 21061
Address—Street No., City - County State Zip Code

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

CENT. AIR COND FURN. & Custom Awning

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

524 NEWFIELD RD GLEN BURNIE MD

5. If collateral is crops, describe real estate.

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

DEBTOR(S):

X Robert C Jackson
(Signature of Debtor)
ROBERT C JACKSON SR
Type or Print

X Mary E Jackson
(Signature of Debtor)
MARY E JACKSON
Type or Print

SECURED PARTY:

Sears, Roebuck and Company
(Company, if applicable)

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

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:
901 Security Blvd., Baltimore, Maryland 21207

MAIL TO:

Name and Address

1965 DEC 24 PM 9:04
E. AUSTIN COLLISON
CLEAR

1530

AA Co. 1530
2

259714

TO BE } **CROSS INDEXED** } SUBJECT TO } RECORDING TAX
 NOT TO BE } **IN** } NOT SUBJECT TO } ON PRINCIPAL
LAND RECORDS } } AMOUNT OF } \$ _____

FINANCING STATEMENT

1. Debtor(s):
Charles J. Leidiq
Name or Names—Print or Type
209 Southwood Rd Pasadena, Md 21122
Address—Street No., City - County State Zip Code
Irma J. Leidiq
Name or Names—Print or Type
Same as above
Address—Street No., City - County State Zip Code
2. Secured Party:
Sears Roebuck & Company
Name or Names—Print or Type
6650 N. Ritchie Highway G.B. Md
Address—Street No., City - County State Zip Code

RECORDING FEE 15.00
POSTAGE 50
#09879 0777 R02 109:01
DEC 24 85

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

*Install 105,000 BTU oil furnace
35,000 BTU Central Air*

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

*209 Southwood Rd - Split Level
Pasadena, Md 21122*

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are are not covered.

N/A

7. Products of collateral are are not covered.

DEBTOR(S):
C. J. Leidiq
(Signature of Debtor)
Charles J Leidiq
Type or Print
Irma J. Leidiq
(Signature of Debtor)
Irma J. Leidiq
Type or Print

SECURED PARTY:
Sears, Roebuck and Company
(Company, if applicable)
[Signature]
(Signature of Secured Party)
J. D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include title if Company)

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

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

1985 DEC 24 AM 9:04
1550

AAG
2

TO BE
 NOT TO BE

CROSS INDEXED

IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s):

MRS. JOAN SMITH
Name or Names—Print or Type
501 WHITE HORSE CT MILLERSVILLE MD 21108
Address—Street No., City - County State Zip Code

MR. ROLAND SMITH
Name or Names—Print or Type
501 WHITE HORSE CT MILLERSVILLE MD 21108
Address—Street No., City - County State Zip Code

2. Secured Party:

Sears Roebuck & Co
Name or Names—Print or Type
650 Ritchie Hwy. Glen Burnie Md 21061
Address—Street No., City - County State Zip Code

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

Wreaps, Shers, Carnices, Vert. Blinds

RECORDING FEE 15.00
1985 DEC 24 AM 9:04
DEC 24 95

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

501 White Horse Ct,
Millersville, Md. 21108

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:

J. Joan M. Smith
(Signature of Debtor)

MRS. JOAN SMITH
Type or Print

Roland Smith
(Signature of Debtor)

MR. ROLAND SMITH
Type or Print

Sears, Roebuck and Company
(Company, if applicable)

J. D. Althouse
(Signature of Secured Party)

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

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

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

1985 DEC 24 AM 9:04
DEC 24 95
E. ALTHOUSE COLLECTION

1550
11/22

259716

TO BE } CROSS INDEXED
 NOT TO BE } LAND RECORDS

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

FINANCING STATEMENT

1. Debtor(s):

BENNIE B. TUCKER
Name or Names—Print or Type

7641 BAY ST PASADENA AACo MD 21122
Address—Street No., City - County State Zip Code

CARLISSA L. TUCKER
Name or Names—Print or Type

7641 BAY ST PASADENA AACo MD 21122
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & Co
Name or Names—Print or Type

6650 N. KITCHIC HY. GLEN BURNIE AACo MD 21061
Address—Street No., City - County State Zip Code

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

KITCHEN CABINETS
COUNTERTOP
ELEC RANGE
DISHWASHER

RECORD FEE 15.00
POSTAGE .50
#09981 0777 R02 109:02
DEC 24 85

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

RESIDENTIAL DWELLING
7641 BAY ST. PASADENA, MD 21122

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Bennie B Tucker
(Signature of Debtor)

BENNIE B. TUCKER
Type or Print

Carlissa Tucker
(Signature of Debtor)

CARLISSA L. TUCKER
Type or Print

SEARS ROEBUCK & Co
(Company, if applicable)

J. D. Althouse
(Signature of Secured Party)

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

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

MAIL TO:

Name and Address

6901 Security Blvd., Baltimore, Maryland 21207

11500

1550
AACo

259717

LIBER - 493 PAGE 17

TO BE } **CROSS INDEXED** } RECORDING TAX
 NOT TO BE } **IN** } ON PRINCIPAL
 LAND RECORDS } SUBJECT TO } AMOUNT OF
 NOT SUBJECT TO } \$ _____

FINANCING STATEMENT

RECORD FEE 15.00
 POSTAGE 50
 #09802 0777 R02 T09:03
 DEC 24 85

1. Debtor(s):

RICHARD L. BIRCH
 Name or Names—Print or Type
324 CHEDDINGTON RD BALTO MD AA. 21090
 Address—Street No., City - County State Zip Code

LILLIAN G. BIRCH
 Name or Names—Print or Type
324 CHEDDINGTON RD BALTO AA. MD 21090
 Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & CO
 Name or Names—Print or Type
6650 ROCKHILL HIGHWAY GLEN BURNIE AA. MD 21061
 Address—Street No., City - County State Zip Code

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

CERT. AIR FURNACES + CUSTOM. PAINTING

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

324 CHEDDINGTON RD BALTO MD 21090

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Richard L. Birch
 (Signature of Debtor)

RICHARD L. BIRCH
 Type or Print

Sears, Roebuck and Company
 (Company, if applicable)

Lillian G. Birch
 (Signature of Debtor)

LILLIAN G. BIRCH
 Type or Print

J. D. Althouse—Credit Central Oper. Mgr.
 (Signature of Secured Party)
 Type or Print (Include title if Company)

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

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

1985 DEC 24 AM 9:04
 E. ALPHE Y. LUDLISCH

AA Co. 1550
 2

CROSS INDEXED

TO BE

NOT TO BE

IN LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF

\$ _____

FINANCING STATEMENT

THEODORE G. CONSTANTINIDES
Name or Names—Print or Type
506 JOANN DRIVE ODENTON, MD 21113
Address—Street No., City - County State Zip Code

1. Debtor(s):

SUE H. CONSTANTINIDES
Name or Names—Print or Type
506 JOANN DRIVE ODENTON, MD 21113
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & COMPANY
Name or Names—Print or Type
6650 N. RITCHIE HWY. GLEN BURNIE, MD 21061
Address—Street No., City - County State Zip Code

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

INSTALLED KITCHEN CABINETS, COUNTERTOP RELATED ITEMS.

RECORD FEE 15.00
POSTAGE .50
#09883 0777 R02 T09:03
DEC 24 95

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

RESIDENTIAL DWELLING AT: 506 JOANN DRIVE ODENTON, MD. 21113

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):

Theodore G. Constantinides
(Signature of Debtor)

THEODORE G. CONSTANTINIDES
Type or Print

Sue H. Constantinides
(Signature of Debtor)

SUE H. CONSTANTINIDES
Type or Print

SECURED PARTY:

Sears, Roebuck and Company

(Company, if applicable)

J. D. Althouse (Signature of Secured Party) 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:
6901 Security Blvd., Baltimore, Maryland 21207
Name and Address _____

85
1700

1550
M.A. Co
2

259719

LIBER - 493 PAGE 19

CROSS INDEXED

TO BE

NOT TO BE

IN LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF

\$ _____

FINANCING STATEMENT

MR & MRS RICHARD E BYRD
Name or Names—Print or Type

7915 MYERS DR GLEN BURNIE MD 21061
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

RECORD FEE 15.00
POSTAGE .50
#07884 C777 R02 109:04
DEC 24 85

2. Secured Party:

SEARS ROEBUCK & CO
Name or Names—Print or Type

6901 SECURITY BLVD BALTIMORE MD 21207
Address—Street No., City - County State Zip Code

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

WOOD DECK & ALUMINUM SCREEN ROOM
IN ACCORDANCE WITH SEARS PROPOSAL

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

RESIDENTIAL DWELLING

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Richard E Byrd
(Signature of Debtor)

RICHARD E BYRD
Type or Print

Lillian E Byrd
(Signature of Debtor)

LILLIAN E BYRD
Type or Print

Sears, Roebuck and Company
(Company, if applicable)

J. D. Althouse-Credit Central Oper. Mgr.
(Signature of Secured Party)

Type or Print (Include title if Company)

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

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



1985 DEC 24 AM 9:04
E. AUDIT COLLISON

AA 1530
2.

259720

TO BE RECORDED:

- Among the Land Records of Anne Arundel County, Maryland
- Among the Financing Statement Records of Anne Arundel County, Maryland
- Among the Financing Statement Records of Baltimore County, Maryland
- Among the Records of the State Department of Assessments and Taxation of Maryland

Not Subject to Recordation Tax

Principal Amount is \$5,446,000.00

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, Maryland and given as security for the same loan.

FINANCING STATEMENT

RECORD FEE 22.00
POSTAGE .50
#19429 0040 R01 T09:45
DEC 24 1985

1. Debtor: REGENCY CLUB II LIMITED PARTNERSHIP
Address: c/o D. Richard Rothman
204 East Joppa Road
Towson, Maryland 21204
2. Secured Party: MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, Trustee
ATTN: Corporate Trust Dept.
Two Hopkins Plaza, Level G
Baltimore, Maryland 21201
3. Maturity Date of Obligation: June 1, 2027
4. This Financing Statement Covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

-1-

1985 DEC 24 AM 9:44

E. ANDREW COLLISON
CLERK

2200 2

(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 purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

5. The aforesaid items are included as security in a Deed of Trust (the "Deed of Trust") of even date herewith given by Debtor to Thomas A. Summerlin and L. Sandra Despaux, trustees for Secured Party, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland to secure an indebtedness by the Debtor and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
6. Proceeds of collateral are covered hereunder.
7. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

Debtor:
REGENCY CLUB II LIMITED PARTNERSHIP

By: D. Richard Rothman (SEAL)
D. Richard Rothman
General Partner

Dated: December 23, 1985

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

Kevin J. Kelehan, Esq.
Reese and Carney
10715 Charter Drive
Columbia, Maryland 21044
File No. 42208/8170



PROPERTY DESCRIPTION
HERITAGE HILL, SECTION II, BLOCK 9
REVISED PLAT FOUR

Beginning for the same on the south side of Heritage Hill Drive, 60 feet wide, at the easternmost corner of a plat entitled "Plat Four, Section Two, Heritage Hill" dated April 1979 and recorded among the Plat Records of Anne Arundel County, in Plat Book 76, Folio 1, Plat #3976, said point of beginning being designated as point #8 on the aforementioned Plat #3976, said point being also on the west side of "Amended Plat One, Section One" recorded among the Plat Records of Anne Arundel County in Plat Book 54, Folio 18, thence south $4^{\circ} 40' 44''$ east 646.56' to a point on the west side of Section Three as shown on a plat entitled "Heritage Hill, Section Three" dated July, 1979 and recorded among the Plat Records of Anne Arundel County in Plat Book 76, Folio 2, Plat #3977 said point being designated as Point #10 on Plat #3976, thence continuing along the east side of Block 9 and the west side of the aforementioned Section Three south $11^{\circ} 54' 41''$ east 81.01' to Point #11 on Plat #3976, thence for new lines of division the five following courses and distances viz;

- (1) North $53^{\circ} 16' 05''$ west 179.34',
- (2) South $78^{\circ} 41' 24''$ west 188.66',
- (3) South $87^{\circ} 42' 34''$ west 175.14',
- (4) South $77^{\circ} 28' 16''$ west 138.29', and
- (5) South $57^{\circ} 19' 15''$ west 116.35' to intersect the east side of

Heritage Hill Drive 60' wide, thence along the east side of Heritage Hill Drive the five following courses and distances viz;



Property Description
Heritage Hill, Section II, Block 9
Revised Plat Four
PAGE 2

- (1) North $32^{\circ} 40' 45''$ west 82.29',
- (2) Along a curve to the right with a radius of 360.00' for a distance of 252.00', said curve being subtended by a chord bearing north $12^{\circ} 37' 32''$ west 246.89',
- (3) Along a curve to the right with a radius of 485.00' for a distance of 642.64', said curve, being subtended by a chord bearing north $45^{\circ} 23' 16''$ east 596.65',
- (4) North $83^{\circ} 20' 48''$ east 188.00', and
- (5) Along a curve to the right with a radius of 760.00' for a distance of 154.41', said curve being subtended by a chord bearing north $89^{\circ} 10' 01''$ east, 154.15' to the place of the beginning.

Containing 10.755 acres of land more or less.

Being part of that tract of land shown on a plat entitled "Plat Four Section II, Heritage Hill" dated April 1979 and recorded among the Plat Records of Anne Arundel County in Plat Book 76, Folio 1 as Plat #3976.

Being also part of the land conveyed by Robert Albert to The Arundel Corporation and recorded among the Land Records of Anne Arundel County in Liber 363, Folio 354.

Subject to a 10' wide Sewer Easement conveyed to Anne Arundel County as shown on the above referenced Plat #3976.

Subject also to a Drainage and Utility Easement of variable width, offered for dedication to Anne Arundel County as shown on the above referenced Plat #3976.

Subject also to a right-of-way easement for telecommunication and electric systems conveyed by Centennial Green Limited Partnership to Chesapeake and Potomac Telephone Company of Maryland, recorded among the Land Records of Anne Arundel County, dated September 15, 1982 in Liber 3518, Folio 821.

THE ARUNDEL CORPORATION



LIBER - 493 PAGE 24

Property Description
Heritage Hill, Section II, Block 9
Revised Plat Four
PAGE 3

Subject also to the Recreation Area and use of same in common with others as shown on a Plat entitled "Revised Plat Four, Section II, Heritage Hill - Regency Club" dated May 31, 1984 and recorded among the plat records of Anne Arundel County in Plat Book 95, Folio 35 as Plat #4960.



CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 471
Identification No. 251252

Page No. 419
Dated 3/15/84
RECORD FEE 13.00
POSTAGE .50
#09985 C777 R02 T09:36
DEC 24 85

1. Debtor(s) { Hunter F & C. Lynn Calloway
Name or Names—Print or Type
1035 Cecil Ave., Millersville (AA Co) MD 21108
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) _____

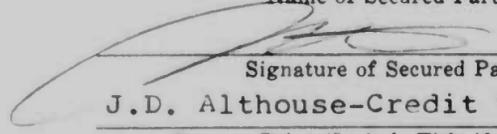
4. Check Applicable Statement:

<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>

MP
RECEIVED
1985 DEC 24 AM 10:44
E. AUBREY J. COLLISON
CLERK

Dated: DEC. 09 1985

Sears, Roebuck and Company
Name of Secured Party


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

12³⁰

1350

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 428 Page No. 89
Identification No. 233757 Dated 8/11/80

1. Debtor(s) { Paul W & Sieglinde A Kramp
Name or Names—Print or Type
8473 Hilltop Road, Pasadena, AA Co., MD
Address—Street No., City - County State
RECORD FEE 13.00
POSTAGE .50
DEC 24 1985

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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



RECEIVED TOLSON
1985 DEC 24 AM 10:44
S. AUBREY COLLISON
CLERK

Dated: DEC 09 1985
Sears, Roebuck and Company
Name of Secured Party
Signature of Secured Party
J.D. Althouse—Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1300

1300

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 430 Page No. 200
Identification No. 234825 Dated 10/10/80

1. Debtor(s) { Edward J & Lilliam M,G, Hucke Jr
Name or Names—Print or Type
1316 Wickell Rd, Odenton, AA Co., MD 21113
Address—Street No., City - County State Zip Code
RECORD FEE 13.00
POSTAGE 50
NOV 20 1980 6777 R02 TOP:37
DEC 24 85

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECEIVED BY SECURED PARTY
1985 DEC 24 AM 10:44
E. AUDREY COLLISON
CLERK

Dated: DEC 09 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)

1350

1350

259722

LIBER - 493 PAGE 28

e and sign to

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) Aeronautical Radio, Inc. 2551 Riva Road Annapolis, Maryland 21401	2. Secured Party(ies) and address(es) MetLife Capital Credit Corporation P.O. Box 601 Ten Stamford Forum Stamford, Connecticut 06904	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #09888 C777 R02 T09:38 DEC 24 85
---------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

Equipment leased under Equipment Lease Agreement dated as of July 23, 1985 between Aeronautical Radio, Inc. ("Lessee") and MetLife Capital Credit Corporation ("Lessor"). This filing is for informational purposes only and is intended to represent a True Lease. See Attachment.

SCH. 10

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:

Aeronautical Radio, Inc.

By: *Kenneth D. Allyn*
Signature(s) of Debtor(s)

MetLife Capital Credit Corporation

By: *Charles H. Kauf*
Signature(s) of Secured Party(ies)

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

1985 DEC 24 AM 10:44
E. AUDREY COLLISON
CLERK



EXHIBIT A

LIBER - 493 PAGE 29

Description of Equipment

<u>Seller/Vendor</u>	<u>Quantity/Description</u>	<u>Serial Number</u>
Periphonics Corp. 4000 Veterans Memorial Hwy Bohemia, NY 11716	1 - Voice Pac 1 - System Memory/Control Exp. 1 - Installation and Familiarization 1 - Vocabulary Memory	#C4323

Aeronautical Radio, Inc.

Type Full Legal Company Name

Signature

Print Name

KENNETH D. ALMGREN
VICE PRESIDENT FINANCE

Title

NOV 27, 1985

Date

METLIFE CAPITAL CREDIT CORPORATION

Signature

Print Name

CHARLES H. KUCHAR, JR.
ASSISTANT TREASURER

Title

Dec. 6, 1985

Date

ORIGINAL

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259723

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

If transaction or transactions wholly or partially subject to 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 Aeronautical Radio, Inc.
Address 2551 Riva Road; Annapolis, MD 21401

RECORD FEE 77.00
POSTAGE .50
#09999 0777 R02 T09:39
DEC 24 85

2. SECURED PARTY

Name MetLife Capital Credit Corporation
Address P.O. Box 601; Ten Stamford Forum; Stamford, CT 06904

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

3. Maturity date of obligation (if any) 11/1/90

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

Equipment leased under Equipment Lease Agreement dated as of July 23, 1985 between Aeronautical Radio, Inc. ("Lessee") and MetLife Capital Credit Corporation ("Lessor"). This filing is for informational purposes only and is intended to represent a True Lease. See Attachments.

7700
7750

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor

KENNETH D. ALMGREN, VP FIN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

Charles H. Kuchar
Type or Print Above Signature on Above Line

mp
RECEIVED IN THE OFFICE OF THE CLERK OF THE COURT
1985 DEC 24 AM 10:44
E. AUBREY COLLISON
CLERK



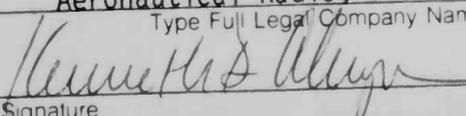
EXHIBIT A

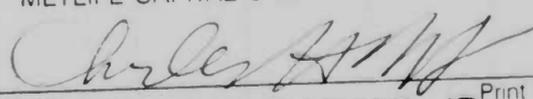
LIDER - 493 PAGE 31

Description of Equipment

<u>Seller/Vendor</u>	<u>Quantity/Description</u> (See Attached Sheet)	<u>Serial Number</u> (See Attached Sheet)
Racal-Milgo Information Systems 1601 N. Harrison Parkway Sunrise, FL 33323-2899		

Equipment Schedule No. 005
 Equipment Located At: 900 Lee Street
 Elk Grove Village, IL 60007

Aeronautical Radio, Inc.
Type Full Legal Company Name

Signature Print Name
 KENNETH D. ALMGREN
Title
 VICE PRESIDENT FINANCE
 12/6/85
Date

METLIFE CAPITAL CREDIT CORPORATION

Signature Print Name
 CHARLES H. KUCHAR, JR.
Title
 ASSISTANT TREASURER
 12/6/85
Date

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	4418-64B-05U CMS 12 ✓ A 105/125V XB04366 XB04392 XB04546 XB04948 XB05007 XB05019	6		6
	01-03D110292 OMNIMODE 96 FOUR PORT MULTIPOINT +RMC MX69448 MX69457	2		2
	01-01D110492 OMNIMODE 48 SINGLEPORT +RMC XK09982 XK10077 XK10104 XK10107 XK10750	5		5
	4407-34B-1 COLOR TERMINAL 50HZ. (B) CZ01602	1		1
	+13-01A3101-1 3101-1 ✓ CMS COLOR TERMINAL CZ01602			1

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	01-501A-1 RACK MOUNT KIT OMNIMODE 48,96,14.4,DED III *090554	2		2
	20C146-01 BLOCK, TEL CONN , FEMALE, 50-PIN, KEY TEL, LIGHT BGE *090708	4		4
	4001P66E-1 PANEL *090710	1		1

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	08-01A1370A OMNIMUX 4 W/AUTOBAUD +FLOW CONTROL 115V XT02354	1		1
	19C111-033 PANEL, 3.5 X .125, RLY RACK, BRN *090595	1		1
	19C111-093 PANEL, 8.75 X .125, RLY RACK, BRN *090596	1		1
	19C111-053 PANEL, 5.25 X .125, RLY RACK, BRN *090598	1		1
	4000-43A-2 SHELF, METAL SLIDING *090597	1		1

LITER - 493 PAGE 32

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY THIS SHIPMENT
	*5956-154E-08	1		1
	*090712			
	5956-149B-25 CABLE ASM.	22		22
	*090608			
	803VOLA100BA PRNTR, DESKTOP WITH KEYPAD, STD EIA INTERFACE, FULL DUPLEX AT WE02233	1		1
	+13-01A3203-4 240 CPS ✓ CMS LOG PRINTER WE02233			1

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY THIS SHIPMENT
	4418-64B-25 CS CMS 12 A XA02926	1		1

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY THIS SHIPMENT
	4418-64B-25 CS CMS 12 A XA02884	1		1

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY THIS SHIPMENT
	4407-12B-01U NIP 16 CHANNEL S.A. BY01561	1		1
	+13-01A3702-1 3702-1 NIS/NIP CHASSIS, MODEL 2 W/O NIS CARD ✓ BY01561			1

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY THIS SHIPMENT
	35-01A62000 RACK, 6', CHAMOIS 16A DUAL AC *090556	1		1
	4001M38BA2-2 PANEL, CONN. 32 *090709	3		3
	*5956-36B-1610 *090574	49		49

LIBER-493 PAGE 33

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	13-01A3703-1 16 CHAN. NIP W/CABLES *090555	1		1

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	16-02A111 CMS D.C.U. FOUR PORT 87-127/178-264VAC. 47-65HZ YX02110	1		1
	35-01A62100 RACK, 6', CHAMOIS 16A, DUAL AC TOP FAN *090557	3		3

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	4402-207B-34 CS 122 REG AUTO LINE ADPTR C+R1 RD07650 RD07655 RD07656 RD07666 RD07667 RD07668	6		6
	4402-207B-24 CS 122 REG AUTO LINE ADPTR B+R1 RD07767	1		1
	4407-801B-2 CMS 801 MK II B/TRANSITION BOARD SY02070 SY02086 SY02098 SY02103	4		4
	4407-803A-1 CMS 800-803 VF SWITCH FV01989 FV01993 FV01997 FV02026 FV02027 FV02029 FV02030 FV02050	8		8
	4404-299C-06U TYPE9 CARD CAGE RACK MOUNTED-SINGLE TRANSFORMER AI01098 AI01187 AI01385	3		3

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	07-01A310122 C.S. CAGE OMNIMODE, FP/REDUNDANT POWER SUPPLY 100/115/200/23 PB02246 PB03801	2		2
	07-01A310242 C.S. CAGE OMNIMODE, SECONDARY A, SINGL P.S. W/SWITCH MODULE 10 PB03221	1		1
	07-01A310212 C.S. CAGE OMNIMODE, SECONDARY C, SINGLE POWER SUPPLY 100/115/2 PB01604 PB01867 PB01952 PB02904 PB03208	5		5
	01-07A310292 CS OMNIMODE 14.4 FOUR PORT MULTIPOINT +RMC XF06610 XF06627	2		2
	01-07A310302 CS OMNIMODE 14.4 FOUR PORT MULTIPOINT +RMC +EPG XF05273 XF06724	2		2

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ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	ORDERED	SHIPPED	SHIPMENT
	4404-299B-07U TYPE 7 CAGE B 115V BK02368	10		1
	4404-299B-06W TYPE 7 CAGE A 100V/230V BK03253 BK03255 BK03258 BK03261 BK03265 BK03266 BK03268 BK03269 BK03318	10	1	9
	4402-227A-11 MODEL 90 CS DIGITAL MIXING MODULE DI02244 DI02272 DI02300 DI02336 DI02479 DI02489 DI02493 DI02506 DI02515 DI02558	10		10
	+INSTALL CHRGE INSTALLATION CHARGE DI02244 DI02272 DI02300 DI02336 DI02479 DI02489 DI02493 DI02506 DI02515 DI02558			10
	4407-701A-3 CMS 700 RDS CONTROLLER W/BACKPLANE <9600 BU01608 BU01711 BU01735 BU01736	4		4
	4407-702A-3 CMS 700 RDS DIAL ACCESS CARD PROG. W/CABLES BV02157 BV02172 BV02437 BV02461	4		4

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	01-07A310492 CS OMNIMODE 14.4 SINGLEPORT +RMC XF05296 XF06362 XF06374 XF06384 XF06927 XF06929 XF06931	7		7
	01-03D310292 CS OMNIMODE 96 FOUR PORT MULTIPORT +RMC MX66641 MX66654 MX68295 MX68314 MX68317	5		5
	01-01D310492 CS OMNIMODE 48 SINGLEPORT +RMC XK10299 XK10331 XK10336 XK10342 XK10349 XK10850 XK10358	7		7
	4418-64B-25 CS CMS 12 A XA02627 XA02629 XA02635 XA02855 XA02860 XA02862 XA02870 XA02886 XA02891 XA02892 XA02895 XA02899 XA02905 XA02921 XA02937 XA02938 XA02939 XA02952 XA02953 XA02965 XA02974 XA02994	22		22
	4418-64B-25 CS CMS 12 A XA02527 XA02529 XA02534 XA02535 XA02537 XA02550 XA02573 XA02588 XA02590 XA02593 XA02597 XA02599 XA02600 XA02602 XA02603 XA02604 XA02611 XA02612 XA02613 XA02614 XA02616 XA02621 XA02623 XA02626	24		24

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	4418-64B-25 CS CMS 12 A XA02595	49	48	1

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EXHIBIT A

Description of Equipment

<u>Seller/Vendor</u>	<u>Quantity/Description</u> (See Attached Sheet)	<u>Serial Number</u> (See Attached Sheet)
Racal-Milgo Information Systems 1601 N. Harrison Parkway Sunrise, FL 33323-2899		

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Equipment Schedule No. 006

Equipment Located At: 613 Johnson Avenue
Bohemia, L.I., NY 11716

Aeronautical Radio, Inc.
Type Full Legal Company Name
Kenneth D. Almgren
Signature KENNETH D. ALMGREN Print Name
VICE PRESIDENT FINANCE
Title
Dec 6 1985
Date

METLIFE CAPITAL CREDIT CORPORATION
Charles H. Kuchar, Jr.
Signature CHARLES H. KUCHAR, JR. Print Name
ASSISTANT TREASURER
Title
Dec 6 1985
Date



ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	4404-299B-07U TYPE 7 CAGE B 115V BK01184 BK02116 BK02987 BK03136	4		4
	4402-227A-11 MODEL 90 CS DIGITAL MIXING MODULE DI02550 DI02553 DI02565 DI02569 DI02570	5		5

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	13-01A3703-1 16 CHAN. NIP W/CABLES *090297	1		1
	4407-12B-01U NIP 16 CHANNEL S.A. BY01557	1		1
	+13-01A3702-1 3702-1 NIS/NIP CHASSIS, MODEL 2 W/O NIS CARD BY01557			1

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	01-01D110492 OMNIMODE 48 SINGLEPORT +RMC XK07047 XK07048 XK07113 XK07123 XK07163 XK07170 XK07198 XK07214 XK07228 XK09868 XK10071 XK10089 XK10096 XK10125 XK10128 XK10133	16		16
	4418-64B-05U CMS 12 A 105/125V XB04983 XB05139	2		2

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	*35-01A	3		3
	*090283			
	4001M38BA2-2 PANEL, CONN.32	2		2
	*090324			
	*5956-854B-26	5		5
	*090284			
	5956-800C-20 CABLE ASSY 25S-25P SHL'D *090322	46		46

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ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	19C111-073 PANEL, 7.0 X .125, RLY RACK, BRN *092227	5		5
	19C111-093 PANEL, 8.75 X .125, RLY RACK, BRN *092228	1		1
	19C111-053 PANEL, 5.25 X .125, RLY RACK, BRN *092226	2		2

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	20C146-01 BLOCK, TEL CONN , FEMALE, 50-PIN, KEY TEL, LIGHT BGE *090306	5		5
	4001P66E-1 PANEL *090298	2		2
	01-501A-1 RACK MOUNT KIT OMNIMODE 48,96,14.4,DED III *090305	2		2

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	*5956-854B-28	2		2
	*090292			
	*5956-154M-06	3		3
	*090290			
	*5956-106C-28	1		1
	*090285			
	*5956-154B-06	11		11
	*090286			
	5956-154B-02 CABLE ASM *090299	32		32

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ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	*5956-154C-08	6		6
	*090287			
	5956-164H-10 CABLE ASM	1		1
	*090308			
	*5956-854E-28	6		6
	*090294			
	5956-159A-02 CABLE ASM	8		8
	*090325			
	5956-159A-06 CABLE ASM	16		16
	*090301			

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	07-01A310122 C.S. CAGE OMNIMODE, FP/REDUNDANT POWER SUPPLY 100/115/200/23 PB02544 PB02814	2		2
	07-01A310242 C.S. CAGE OMNIMODE, SECONDARY A, SINGL P.S. W/SWITCH MODULE 10 PB02131 PB03182	2		2
	07-01A310212 C.S. CAGE OMNIMODE, SECONDARY C, SINGLE POWER SUPPLY 100/115/2 PB01711	1		1
	01-07A310302 CS OMNIMODE14.4 FOUR PORT MULTIPOINT +RMC +EPG XF05164 XF05269	2		2

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	4407-701A-3 CMS 700 RDS CONTROLLER W/BACKPLANE <9600 BU01466 BU01487 BU01578	3		3
	4407-702A-3 CMS 700 RDS DIAL ACCESS CARD PROG. W/CABLES BV02433 BV02497	2		2
	4402-207B-34 CS 122 REG AUTO LINE ADPTR C+R1 RD04325 RD07653 RD07670 RD07671 RD07673	5		5
	4407-801B-2 CMS 801 MK II B/TRANSITION BOARD SY02088 SY02099 SY02130	3		3
	4407-803A-1 CMS 800-803 VF SWITCH FV01999 FV02031 FV02038 FV02044 FV02055 FV02061	6		6

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ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	4404-299C-06U TYPE9 CARD CAGE RACK MOUNTED-SINGLE TRANSFORMER AI01209 AI01316	2		2
	01-07A310502 CS OMNIMODE14.4 SINGLEPORT +RMC +EPG XF06430 XF06439 XF06444 XF06456 XF06865 XF06870 XF06873 XF06448	8		8
	01-03D310292 CS OMNIMODE 96 FOUR PORT MULTIPORT +RMC MX66646 MX66648 MX68305	3		3
	01-01D310492 CS OMNIMODE 48 SINGLEPORT +RMC XK09224 XK09226 XK09228 XK09231 XK09234 XK09235 XK09237 XK09239 XK09247 XK09252 XK09255 XK09257 XK09259 XK09260 XK09275 XK09276	16		16
	4418-64B-25 CS CMS 12 A XA02544 XA02560 XA02567 XA02601 XA02643 XA02645 XA02866 XA02868 XA02913 XA02915 XA02920 XA02959 XA02966 XA02967 XA02968 XA02976 XA02995 XA02996	18		18

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EXHIBIT A

Description of Equipment

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<u>Seller/Vendor</u>	<u>Quantity/Description</u> (See Attached Sheet)	<u>Serial Number</u> (See Attached Sheet)
Racal-Milgo Information Systems 1601 N. Harrison Parkway Sunrise, FL 33323-2899		

Equipment Schedule No. 007
Equipment Located At: 181 South Douglas Street
E1 Segundo, CA 90245

Aeronautical Radio, Inc.
Type Full Legal Company Name
Kenneth D. Almogren
Signature Kenneth D. Almogren Print Name
KENNETH D. ALMOGREN
VICE PRESIDENT FINANCE
Title
Dec 6, 1985
Date

METLIFE CAPITAL CREDIT CORPORATION
Charles H. Kuchar, Jr.
Signature Charles H. Kuchar, Jr. Print Name
CHARLES H. KUCHAR, JR.
ASSISTANT TREASURER
Title
Dec 6, 1985
Date

NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	ORDERED	SHIPPED	QTY THIS SHIPMENT
	5956-800C-20 CABLE ASSY 25S-25P SHL'D *091171	45		45
	*5956-854C-24 *091152	13		13
	35-01A62000 RACK,6',CHAMOIS 16A DUAL AC *091038	1		1

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	4402-207B-24 CS 122 REG AUTO LINE ADPTR B+R1 RD07729 RD07745 RD07751 RD07764 RD07768	5		5
	4407-801B-2 CMS 801 MK II B/TRANSITION BOARD SY02089 SY02096 SY02102	3		3
	4407-803A-1 CMS 800-803 VF SWITCH FV01027 FV02022 FV02136 FV02137 FV02166 FV02185	6		6
	4404-299C-06U TYPE9 CARD CAGE RACK MOUNTED-SINGLE TRANSFORMER AI01259 AI01608	2		2

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	4404-299B-07U TYPE 7 CAGE B 115V BK02715 BK02918 BK03073 BK03226 BK03227	5		5
	4402-227A-11 MODEL 90 CS DIGITAL MIXING MODULE DI02528 DI02543 DI02560 DI02544 DI02564	5		5
	4407-701A-3 CMS 700 RDS CONTROLLER W/BACKPLANE <9600 BU01568 BU01716 BU01729	3		3
	4407-702A-3 CMS 700 RDS DIAL ACCESS CARD PROG. W/CABLES BV02194 BV02495 BV02499	3		3

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	07-01A310122 C.S. CAGE OMNIMODE, FP/REDUNDANT POWER SUPPLY 100/115/200/23 PB02029 PB02857	2		2
	07-01A310212 C.S. CAGE OMNIMODE, SECONDARY C, SINGLE POWER SUPPLY 100/115/2 PB01600 PB01883 PB03206	3		3
	01-07A310292 CS OMNIMODE 14.4 FOUR PORT MULTIPOINT +RMC XF06589 XF06621	2		2

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ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	01-07A310492 CS OMNIMODE 14.4 SINGLEPORT +RMC XF04059 XF06387 XF06692 XF06930 XF06932 XF06936 XF06942	7		7
	01-03D310292 CS OMNIMODE 96 FOUR PORT MULTI PORT +RMC MX66652 MX68296 MX68307 MX69328	4		4
	01-01D310492 CS OMNIMODE 48 SINGLEPORT +RMC XK09217 XK10338 XK10368 XK09219 XK10340 XK10374 XK10279 XK10345 XK10293 XK10351 XK10316 XK10365 XK10317 XK10367	14		14
	4418-64B-25 CS CMS 12 A XA01376 XA01720 XA02525 XA02533 XA02540 XA02554 XA02559 XA02566 XA02572 XA02872 XA02875 XA02880 XA02901 XA02906 XA02936 XA02941 XA02943 XA02944 XA02997	19		19

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ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	01-03D110292 OMNIMODE 96 FOUR PORT MULTI PORT +RMC MX69392 MX69412 MX69451	3		3
	4418-64B-05U CMS 12 A 105/125V XB04990 XB05017 XB05021 XB05127 XB05131 XB05149 XB05154 XB05157	8		8
	01-01D110492 OMNIMODE 48 SINGLEPORT +RMC XK09847 XK09866 XK09886 XK09889 XK09899 XK09931 XK09988 XK10017 XK10018 XK10038 XK10822 XK10861	12		12

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	19C111-093 PANEL, 8.75 X .125, RLY RACK, BRN *091085	2		2
	19C111-073 PANEL, 7.0 X .125, RLY RACK, BRN *091089	2		2
	19C111-033 PANEL, 3.5 X .125, RLY RACK, BRN *091090	1		1
	19C111-053 PANEL, 5.25 X .125, RLY RACK, BRN *091091	4		4

TEM NO	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	20C146-01 BLOCK, TEL CONN , FEMALE, 50-PIN, KEY TEL, LIGHT BGE *091087	4		4
	4001P66E-1 PANEL *091088	1		1
	35-01A62100 RACK, 6', CHAMOIS 16A, DUAL AC TOP FAN *091039	2		2

TEM NO	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	13-01A3703-1 16 CHAN. NIP W/CABLES *091086	1		1
	4407-12B-01U NIP 16 CHANNEL S.A. BY01562	1		1
	+13-01A3702-1 3702-1 NIS/NIP CHASSIS, MODEL 2 W/O NIS CARD BY01562			1

EM NO	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	*5956-854B-24 *091151	6		6

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ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	5956-154C-04 CABLE *090886	3		3
	19C111-093 PANEL, 8.75 X .125, RLY RACK, BRN *090904	2		2
	19C111-053 PANEL, 5.25 X .125, RLY RACK, BRN *090905	2		2
	19C111-033 PANEL, 3.5 X .125, RLY RACK, BRN *090906	1		1

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ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	4418-64B-05U CMS 12 A 105/125V XB04835 XB04841 XB04883 XB05016 XB05145 XB05156 XB05174 XB05168 XB04899	9		9
	01-03D110292 OMNIMODE 96 FOUR PORT MULTI PORT +RMC MX69405 MX69411 MX69468 MX69453	4		4
	01-01D110492 OMNIMODE 48 SINGLE PORT +RMC XK11822 XK11829 XK11835 XK11840 XK11855 XK11873 XK11876	7		7

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ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	4418-64B-25 CS CMS 12 A XA02605	1		1

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	4418-64B-25 CS CMS 12 A XA02346	1		1

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	20C146-01 BLOCK, TEL CONN , FEMALE, 50-PIN, KEY TEL, LIGHT BGE *090824	5		5
	4001P66E-1 PANEL *090814	2		2
	35-01A62100 RACK, 6', CHAMOIS 16A, DUAL AC TOP FAN *090897	2		2

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
1	13-01A3703-1 16 CHAN. NIP W/CABLES *090823	1		1
2	4407-12B-01U NIP 16 CHANNEL S.A. BY01560	1		1
3	+13-01A3702-1 3702-1 NIS/NIP CHASSIS, MODEL 2 W/O NIS CARD BY01560			1

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	35-01A62000 RACK, 6', CHAMOIS 16A DUAL AC *090813	1		1
	4001M38BA2-2 PANEL, CONN. 32 *090825	2		2
	*5956-154M-08	3		3
	*090820			
	*5956-154B-06	3		3
	*090887			

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	4407-801B-2 CMS 801 MK II B/TRANSITION BOARD SY02092 SY02101	2		2
	4407-803A-1 CMS 800-803 VF SWITCH FV01033 FV01090 FV01123 FV01992 FV02003 FV02052	6		6
	4404-299C-06U TYPE9 CARD CAGE RACK MOUNTED-SINGLE TRANSFORMER AI01188 AI01657	2		2

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	4402-227A-11 MODEL 90 CS DIGITAL MIXING MODULE DI02527 DI02548 DI02554 DI02555 DI02556 DI02571	6		6
	4407-701A-3 CMS 700 RDS CONTROLLER W/BACKPLANE <9600 BU01551 BU01581 BU01589	3		3
	4407-702A-3 CMS 700 RDS DIAL ACCESS CARD PROG. W/CABLES BV02161 BV02485 BV02490	3		3
	4402-207B-24 CS 122 REG AUTO LINE ADPTR B+R1 RD07501 RD07758 RD07770 RD07781 RD07783	5		5

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ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY THIS SHIPMENT
	01-07A310492 CS OMNIMODE 14.4 SINGLEPORT +RMC XF04058 XF05297 XF06363 XF06378 XF06383 XF06405 XF06688	7		7
	01-03D310292 CS OMNIMODE 96 FOUR PORT MULTIPOINT +RMC MX66653 MX68303 MX68340 MX68334 MX69319 MX69821	6		6
	01-01D310492 CS OMNIMODE 48 SINGLEPORT +RMC XK09191 XK09196 XK09265 XK09256 XK09267 XK10278 XK10294	9		7
	01-01D310492 CS OMNIMODE 48 SINGLEPORT +RMC XK09215 XK11376	9	7	2
	4418-64B-25 CS CMS 12 A XA02526 XA02531 XA02561 XA02571 XA02576 XA02578 XA02586 XA02606 XA02619 XA02620 XA02628 XA02637 XA02639 XA02848 XA02853 XA02857 XA02859 XA02861 XA02873 XA02890 XA02914 XA02955 XA02598	23		23
ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY THIS SHIPMENT
	4404-299B-07U TYPE 7 CAGE B 115V BK02812 BK03028 BK03080 BK03081 BK03096 BK03222	6		6
ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY THIS SHIPMENT
	4418-64B-25 CS CMS 12 A XA01113	1		1
ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY THIS SHIPMENT
	07-01A310122 C.S. CAGE OMNIMODE, FP/REDUNDANT POWER SUPPLY 100/115/200/23 PB02048 PB02807	2		2
	07-01A310212 C.S. CAGE OMNIMODE, SECONDARY C, SINGLE POWER SUPPLY 100/115/2 PB01718 PB01725 PB01953	3		3
ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY THIS SHIPMENT
	4407-801B-2 CMS 801 MK II B/TRANSITION BOARD SY02150	3	2	1

259721

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49 Referred #

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, Jessup, Maryland 20794

2. SECURED PARTY

Name MetLife Capital Credit Corporation

Address 425 Post Road, Fairfield, Connecticut 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)

See Exhibit A attached hereto and made a part hereof.

CHECK THE LINES WHICH APPLY

ck# 3824

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

(If collateral is goods which are or are to become fixtures) The above 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. Gerber
(Signature of Debtor)

J. Edward Gerber (V.P.)
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Sylvia A. Tapley
(Signature of Secured Party)

Sylvia A. Tapley, Co-Owner
Type or Print Above Signature on Above Line

CLERK

1985 DEC 24 AM 10:46

CLERK



METLIFE CAPITAL CREDIT CORPORATION
A METLIFE COMPANY

EXHIBIT A

Description of Equipment LIBER - 493 PAGE 50

<u>Seller/Vendor</u>	<u>Quantity/Description</u>	<u>Serial Number</u>
Lee Electric Company of Baltimore City	2 PK 32 DGTA GRD BAR Kit	
	2 FA 34100 FA CKT BKR	
	2 FA 34030 FA CKT BKR	
	5 KA 36225 KA CKT BKR	
Balteau Schlumberger 8001 Table Rock Road Medford, OR 97503-1089	1 Balteau Standard Station Type Transformer TAPS 2-2 1/2 AN & BN LV 480Y277	S/N PQI 0802
	1 Balteau Standard transformer cooling fan package for existing 1500KVA transformer, 33000 volt to 480Y/277 volts	

Tate Architectural Products, Inc.

Type Full Legal Company Name

J. Edward Gerber J. Edward Gerber
Signature Print Name

Vice President Mfg. & MIS
Title

November 22, 1985
Date

METLIFE CAPITAL CREDIT CORPORATION

[Signature]
Signature Print Name

Title

Date



EXHIBIT A

LIDER - 493 PAGE 51

Description of Equipment

<u>Seller/Vendor</u>	<u>Quantity/Description</u>	<u>Serial Number</u>
Lee Electric Company of Baltimore City	1 Lot SQD/DE equip consisting of:	
	1 CF316GFEMS9	
	1 CF316G56	
	1 CF316GLEM8	
	1 CF316G73	
	2 CF316GLFM12	
	3 CF316G10	
	1 CF316G77	
	1 CF316G57	
	1 CF530GFEMB9	
	1 Lot SQD/DE equip consisting of:	
	3 ACFW 18 WF FDR WL FLNG	
	1 ACP 18 EC PID END CL	
	1 ACP 9 EC PID END CL	
	2 ACFW 9 WF FDR WL ELNG 3	
	10 HP 1 SBC PID CLR	
	2 PBQ 3640G PID UN	
	2 HRK 4060 R ADAPT	
	1 Lot: (17) AJC SL, (2) AJC SS, (2) AJC LP (12) HP 18F, (18) HF 18F, (16) HP 9F (12) HF 9F, (2) at 1	
	1 Lot distribution equipment consisting of:	
	2 HCW36868MTF Top Feed	
	2 PTQ3680G	
	1 SQD SW-2 SWBD W/2 year warranty consisting of:	
	1 SWBD: per dwg #B44-094970-01 SW1 MK: SWBD SBD 10A	
	1 SQD SW-2 switchboard with 2 year warranty consisting of:	
	1 PHF360000M	
	1 Lot distribution equipment consisting of:	
	2 HC 4286 TS TRIM	
	2 HC 4286 DB BOX	
	23 HNM 4 BL FILLER BLANK	

Tate Architectural Products, Inc.
Type Full Legal Company Name

J. Edward Gerber J. Edward Gerber
Signature Print Name

Vice President Mfg. & MIS
Title

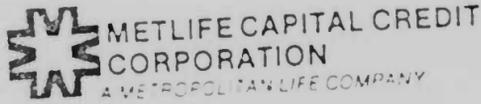
November 22, 1985
Date

METLIFE CAPITAL CREDIT CORPORATION

[Signature] _____
Signature Print Name

Title

Date



LIBER - 493 PAGE 52

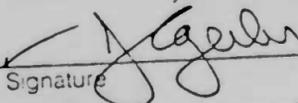
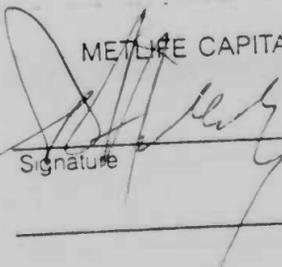
EXHIBIT A

Description of Equipment

<u>Seller/Vendor</u>	<u>Quantity/Description</u>	<u>Serial Number</u>
Lee Electric Company of Baltimore City 600 W. Hamburg Street P.O. Box 2178 Baltimore, MD 21203	1 SQD/DE equip consisting of:	
	1 Lot MIMIC BUS	
	1 Lot Vents	
	1 Lot Potential XFMRs	
	1 Lot Insurance	
	1 Lot Fuses	
	1 Lot rating plug and neutral current XFMR	
	1 Lot jumper bar sets for PE BKR B/O of 30041-1 10/24/85	
	1 Lot SQD/DE equip consisting of:	
	1 CF530G18	
	1 CF530GLEM8	
	1 CF330GFEMS9	
	1 CF330G32	
	1 CF330GLEM8	
	1 DF330G68	
	3 CF330GLFM17	
	5 CF330G10	
	1 CF330G103	
	1 Lot SQD/DE equip consisting of:	
	1 CF330G75	
	2 CP316G10	
	1 CFW530GGSHF	
	1 ACFW 18 WF	
1 ACFW 9 WF		
8 CP330G10		
1 RMN#527643		

Tate Architectural Products, Inc.
Type Full Legal Company Name

METLIFE CAPITAL CREDIT CORPORATION


J. Edward Gerber


Signature
Print Name
Signature
Print Name

Vice President Mfg. & MIS
Title
Title

November 22, 1985
Date
Date

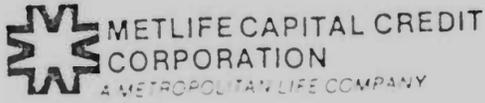
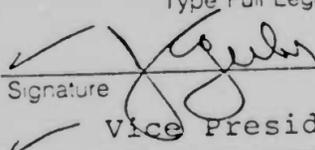


EXHIBIT A

Description of Equipment - 493 PAGE 53

<u>Seller/Vendor</u>	<u>Quantity/Description</u>	<u>Serial Number</u>
S&C Electric Company 6601 N. Ridge Boulevard Chicago, IL 60626	3 186704R1 34500 200E SMD-1A power fuse outdoor transmission vertical mounting	
	6 4741R2 Connector No. 2 thru 500 KC MIL CU OR ALUM Tin Plated with two 1/2 - 13 x 2-3/4 galv steel bolts - alum body	
	9 444080R1 34500 BOE SMD-1A fuse unit outdoor transmission TCC 153-1	
Gill-Simpson Incorporated 1119 E. 30th Street at Loch Raven Road Baltimore, MD 21218	3 SMD-1A Spare fuse unit end fittings	
	1 33,000 volt substation structure Includes equipment and site modifications	
	6 4559R1 Interrupter Unit	600

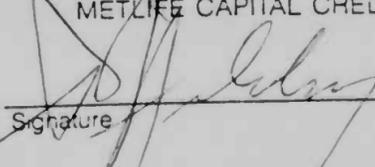
Tate Architectural Products, Inc.

 Type Full Legal Company Name
 ✓  J. Edward Gerber
 Signature _____ Print Name
 ✓ Vice President Mfg. & MIS

 Title
 ✓ November 22, 1985

 Date

METLIFE CAPITAL CREDIT CORPORATION

 Signature  _____
 Signature _____ Print Name

 Title

 Date

84mD

259701

Equipment is Leased. Filed for information purposes only.

LIBER - 493 PAGE 54

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259724

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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, Jessup, Maryland 20794

2. SECURED PARTY

Name MetLife Capital Credit Corporation

Address 425 Post Road, Fairfield, Connecticut 06430

RECORD FEE 21.00
POSTAGE .50
#09890 0777 R02 109:40
DEC 24 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)

See Exhibit A attached hereto and made a part hereof.

2700

CHECK THE LINES WHICH APPLY

EX # 3824

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

(If collateral is goods which are or are to become fixtures) The above 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. Gerber
(Signature of Debtor)

J. Edward Gerber (V.P.)
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Sylvia A. Tapley
(Signature of Secured Party)

Sylvia A. Tapley, Co. Treasurer
Type or Print Above Signature on Above Line

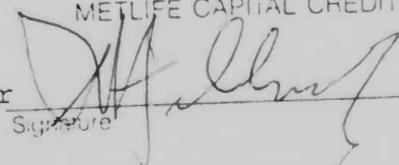
MP
1985 DEC 24 AM 10:45
E. AUBREY COLLISON
CLERK

EXHIBIT A

Description of Equipment

<u>Seller/Vendor</u>	<u>Quantity/Description</u>	<u>Serial Number</u>
Lee Electric Company of Baltimore City	2 PK 32 DGTA GRD BAR Kit	
	2 FA 34100 FA CKT BKR	
	2 FA 34030 FA CKT BKR	
	5 KA 36225 KA CKT BKR	
Balteau Schlumberger 8001 Table Rock Road Medford, OR 97503-1089	1 Balteau Standard Station Type Transformer TAPS 2-2 1/2 AN & BN LV 480Y277	S/N PQI 0802
	1 Balteau Standard transformer cooling fan package for existing 1500KVA transformer, 33000 volt to 480Y/277 volts	

Tate Architectural Products, Inc. _____ METLIFE CAPITAL CREDIT CORPORATION
Type Full Legal Company Name

 J. Edward Gerber  _____
Signature Print Name Signature Print Name

Vice President Mfg. & MIS _____
Title Title

November 22, 1985 _____
Date Date



EXHIBIT A

Description of Equipment

LIBER - 493 PAGE 57

<u>Seller/Vendor</u>	<u>Quantity/Description</u>	<u>Serial Number</u>
Lee Electric Company of Baltimore City 600 W. Hamburg Street P.O. Box 2178 Baltimore, MD 21203	1 SQD/DE equip consisting of:	
	1 Lot MIMIC BUS	
	1 Lot Vents	
	1 Lot Potential XFMRS	
	1 Lot Insurance	
	1 Lot Fuses	
	1 Lot rating plug and neutral current XFMR	
	1 Lot jumper bar sets for PE BKR B/O of 30041-1 10/24/85	
	1 Lot SQD/DE equip consisting of:	
	1 CF530G18	
	1 CF530GLEM8	
	1 CF330GFEMS9	
	1 CF330G32	
	1 CF330GLEM8	
	1 DF330G68	
	3 CF330GLFM17	
	5 CF330G10	
	1 CF330G103	
	1 Lot SQD/DE equip consisting of:	
	1 CF330G75	
	2 CP316G10	
	1 CFW530GGSHF	
	1 ACFW 18 WF	
	1 ACFW 9 WF	
	8 CP330G10	
1 RMN#527643		

Tate Architectural Products, Inc.

Type Full Legal Company Name

J. Edward Gerber J. Edward Gerber
Signature Print Name

Vice President Mfg. & MIS

Title

November 22, 1985

Date

METLIFE CAPITAL CREDIT CORPORATION

[Signature] _____
Signature Print Name

Title

Date



EXHIBIT A

Description of Equipment

LIBER - 493 PAGE 58

<u>Seller/Vendor</u>	<u>Quantity/Description</u>	<u>Serial Number</u>
S&C Electric Company 6601 N. Ridge Boulevard Chicago, IL 60626	3 186704R1 34500 200E SMD-1A power fuse outdoor transmission vertical mounting	
	6 4741R2 Connector No. 2 thru 500 KC MIL CU OR ALUM Tin Plated with two 1/2 - 13 x 2-3/4 galv steel bolts - alum body	
	9 444080R1 34500 BOE SMD-1A fuse unit outdoor transmission TCC 153-1	
Gill-Simpson Incorporated 1119 E. 30th Street at Loch Raven Road Baltimore, MD 21218	3 SMD-1A Spare fuse unit end fittings	
	1 33,000 volt substation structure Includes equipment and site modifications	
	6 4559R1 Interrupter Unit	600

Tate Architectural Products, Inc.
Type Full Legal Company Name

J. Edward Gerber
Signature J. Edward Gerber Print Name

Vice President Mfg. & MIS
Title

November 22, 1985
Date

METLIFE CAPITAL CREDIT CORPORATION

[Signature]
Signature _____ Print Name _____

Title

Date

UNIFORM COMMERCIAL CODE
STATEMENT OF RELEASE

LIBER - 493 PAGE 59

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

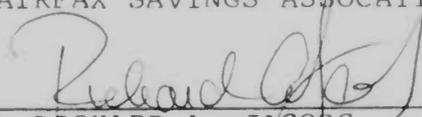
LIBER NO. 473 PAGE NO. 423
IDENTIFICATION NO. _____ DATED: May 21, 1984
PROPERTY: LOT 15, BROADVIEW ESTATES

1. DEBTOR(S) CHESAPEAKE BAY COMPANY, INC.
BERTRAM L. PARR
2842 Riva Road
Annapolis, Maryland 21401
2. SECURED PARTY FAIRFAX SAVINGS ASSOCIATION
17 Light Street
Baltimore, Maryland 21202

3. TERMINATION

FAIRFAX SAVINGS ASSOCIATION

DATED: October 2, 1985

BY: 

RICHARD A. JACOBS
Senior Vice President
Real Estate Finance

RETURN TO:

George V. Parkhurst, Attorney
1214 Munsey Building
Baltimore, Maryland 21202

RECORD FEE 10.00
POSTAGE .50
#09900 6777 R02 109:50
DEC 24 85

Mail to _____

10 23




RECEIVED FOR RECORD
CLERK OF DISTRICT COURT

1985 DEC 24 AM 10:47

E. ALBERT COLLISON
CLERK

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 4932597260

Identifying File No. _____

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

If transaction or transactions wholly 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 pursuant to Maryland Annotated Code Article 81, §277(a) and §277(g)(2). (the §277(a) is added to previous language)
This financing statement Dated 11/19/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR LESSEE:

Name FURNACE BRANCH AUTO SERVICE, Inc.

Address 7444 FURNACE BRANCH RD.
Coles Run, Md. 21661

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION

Address The Beaumont Building, P.O. Box 71, South Station
Framingham, Massachusetts 01701

RECORD FEE 12.00
POSTAGE 50
#09901 C777 R02 T09:51
DEC 24 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)

Computerized Engine Analyzer
Hamilton Model RTS 850 SIN

L# 34413

ED-61-0023

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

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)

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, §277(g)(2).

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SOHRABI

[Signature]

(Signature of Debtor) LESSEE:

Furnace Branch Auto Service, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TERRY LAVIN

[Signature]

(Signature of Secured Party) LESSOR

EATON FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

1985 DEC 24 AM 10:49
FURNACE BRANCH
EATON FINANCIAL CORPORATION

1230

259720

LIBER - 493 PAGE 62

PART E
Page 3

[] TO BE) [] SUBJECT TO) RECORDING TAX
) RECORDED IN) ON PRINCIPAL
[X] NOT TO BE) LAND RECORDS [X] NOT SUBJECT TO) AMOUNT OF
\$ _____

FINANCING STATEMENT

1. Debtor(s): Robert F. Whitcomb
 Name(s) Annz Brundee
505 Powell Dr. Annapolis MD 21401
 Address-Street No., City-County, State Zip Code

2. Secured Party: Reading Limited Partnership
 502 Washington Avenue
 Suite 650
 Towson, Maryland 21204

RECORD FEE 11.00
POSTAGE 50
#09933 C777 R02 110:19
DEC 24 85

3. Assignee: Chrysler Capital Corporation
 Greenwich Office Park I
 Greenwich, Connecticut 06836

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

1/2 Unit(s) of limited partnership interest(s) in Reading Limited Partnership, a Maryland limited partnership, and the proceeds and products thereof.

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

11/30

MP
1985 DEC 24 AM 10:54
E. AUSTIN COLLISON
CLERK

DEBTOR(s):

Robert F. Wainwright
Type or Print Name of
Subscriber, including Name
of Entity, if applicable

[Signature]
Signature of Subscriber
or authorized agent of
Entity Subscriber

Type or Print Name and Title of Authorized
Agent, if applicable

Signature of Co-Subscriber (if any)

Type or Print Name of Co-Subscriber
(if any)

ASSIGNEE:

CHRYSLER CAPITAL CORPORATION

By: [Signature]

Donaxen M. Hamlin, Jr. under Power of Attorney
Type or Print

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

Frank, Bernstein, Conaway & Goldman
Attn: Margaret R. Roberts
300 East Lombard Street
Baltimore, Maryland 21202

Mail to _____

259730

TO BE) RECORDED IN
 NOT TO BE) LAND RECORDS

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

FINANCING STATEMENT

C & J AUTOMOTIVE, INC. t/a LAKE SHORE EXXON

Name or Names—Print or Type

4459 Mountain 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

RECORD FEE 12.00
 POSTAGE .50
 #09934 0777 R02 110:21
 DEC 24 85

2. Secured Party:

FIRST AMERICAN BANK OF MARYLAND

Name or Names—Print or Type

209 Main Street, Annapolis, Maryland 21401

Address—Street No., City - County State Zip Code

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

DEBTOR(S): C & J AUTOMOTIVE, INC., t/a LAKE SHORE EXXON

James C. Coley
 (Signature of Debtor)

James C. Coley, President
 Type or Print

Carl V. Contrino
 (Signature of Debtor)

Carl V. Contrino, Vice President
 Type or Print

SECURED PARTY: FIRST AMERICAN BANK OF MARYLAND

[Signature]
 (Company, if applicable)

[Signature]
 (Signature of Secured Party)

Dennis L. Ortiz, Assistant Vice President
 Type or Print (Include title if Company)

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

Name and Address: BALD AND HALE, P.O. BOX 947, Annapolis, Maryland 21404

Lucas Bros Form F-1

1985 DEC 24 AM 10:54
 E. Andrew COLLISON

1200 30

TO BE)
 NOT TO BE)

RECORDED IN
 LAND RECORDS

SUBJECT TO)
 NOT SUBJECT TO)

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF

FINANCING STATEMENT

JAMES C. COLEY

Name or Names—Print or Type
 4459 Mountain 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

RECORD FEE 11.00
 POSTAGE 50
 #09935 0777 R02 110:21
 DEC 24 85

2. Secured Party:

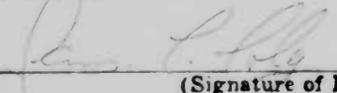
FIRST AMERICAN BANK OF MARYLAND
 Name or Names—Print or Type
 209 Main Street, Annapolis, Maryland 21401
 Address—Street No., City - County State Zip Code

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

DEBTOR(S):

SECURED PARTY: FIRST AMERICAN BANK OF MARYLAND


 (Signature of Debtor)

JAMES C. COLEY

Type or Print


 (Company, if applicable)

(Signature of Debtor)

(Signature of Debtor)

Type or Print

(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

1985 DEC 24 AM 10:54
 CLERK

10050

TO BE) RECORDED IN
 LAND RECORDS
 NOT TO BE)

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

FINANCING STATEMENT

SHARON A. COLEY

Name or Names—Print or Type
 4459 Moutain 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

2 Secured Party:

FIRST AMERICAN BANK OF MARYLAND
 Name or Names—Print or Type
 209 Main Street, Annapolis, Maryland 21401
 Address—Street No., City - County State Zip Code

RECORDING FEE 11.00
 POSTAGE .50
 #09936 0777 R02 110:22
 DEC 24 85

3. 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.

DEBTOR(S):

Sharon A. Coley
 (Signature of Debtor)
 Sharon A. Coley
 Type or Print

 (Signature of Debtor)

 Type or Print

SECURED PARTY: FIRST AMERICAN BANK OF MARYLAND

 (Company, if applicable)

 (Signature of Secured Party)
 Dennis L. Ortiz, Assistant Vice President
 Type or Print (Include title if Company)

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

Name and Address: BALD AND HALE, P.O. BOX 947, Annapolis, Maryland 21404
 Lucas Bros Form F-1

1985 DEC 24 AM 10:54
 E. MURPHY COLLISON
 CLERK

1180

259733

LIBER - 453 PAGE 67

TO BE)
 NOT TO BE)

RECORDED IN
 LAND RECORDS

SUBJECT TO)
 NOT SUBJECT TO)

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF : _____

FINANCING STATEMENT

CARL V. CONTRINO
 Name or Names—Print or Type
 4459 Moutain 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

RECORD FEE 11.00
 POSTAGE .50
 #09937 0777 R02 T10:22
 DEC 24 85

2. Secured Party:

FIRST AMERICAN BANK OF MARYLAND
 Name or Names—Print or Type
 209 Main Street, Annapolis, Maryland 21401
 Address—Street No., City - County State Zip Code

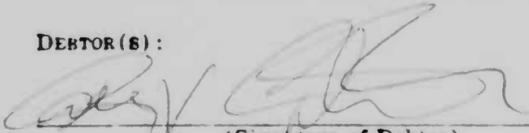
3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
- All accounts receivable.
 - All inventory of borrower, as well as any accessories or equipment now or hereafter attached thereto, any proceeds (cash or non-cash) thereof, and any replacements therefor.
 - 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.

DEBTOR(S):


 (Signature of Debtor)

Carl V. Contrino
 Type or Print

(Signature of Debtor)
 Type or Print

SECURED PARTY: FIRST AMERICAN BANK OF MARYLAND


 (Company, if applicable)

Dennis L. Ortiz, Assistant Vice President
 Type or Print (Include title if Company)

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

Name and Address BALD AND HALE, P.O. BOX 947, Annapolis, Maryland 21404
 Lucas Bros. Form F-3

1985 DEC 24 PM 10:54
 E. AUSTIN COLLISON
 CLERK

1180

TO BE) RECORDED IN
 NOT TO BE) LAND RECORDS
 SUBJECT TO) RECORDING TAX
 NOT SUBJECT TO) ON PRINCIPAL
 AMOUNT OF _____

FINANCING STATEMENT

SUSAN A. CONTRINO

Name or Names—Print or Type
 4459 Mountain 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

RECORD FEE 11.00
 POSTAGE .50
 #09436677 R02 110:23
 DEC 24 95

2. Secured Party:

FIRST AMERICAN BANK OF MARYLAND
 Name or Names—Print or Type
 209 Main Street, Annapolis, Maryland 21401
 Address—Street No., City - County State Zip Code

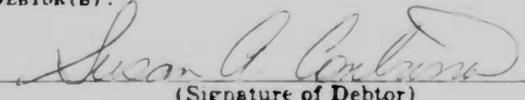
3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
1. All accounts receivable.
 2. All inventory of borrower, as well as any accessories or equipment now or hereafter attached thereto, any proceeds (cash or non-cash) thereof, and any replacements 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.

DEBTOR(S):


 (Signature of Debtor)

Susan A. Contrino
 Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY: FIRST AMERICAN BANK OF MARYLAND


 (Company, if applicable)

(Signature of Secured Party)

Dennis L. Ortiz, Assistant Vice President
 Type or Print (Include title if Company)

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

Name and Address BALD AND HALE, P.O. BOX 947, Annapolis, Maryland 21404

Lucas Bros. Form F-1

RECORDS SECTION
 DEPT. OF REGISTERED PROFESSIONS
 195 N. CALVERT ST., BALTIMORE, MD 21202
 DEC 24 AM 10:54
 DENNIS L. ORTIZ
 CLERK

1100

259735

LIBER 493

69

TO BE)
 NOT TO BE)
) RECORDED IN
) LAND RECORDS
 SUBJECT TO)
 NOT SUBJECT TO)
) RECORDING TAX
) ON PRINCIPAL
) AMOUNT OF
) \$ _____

FINANCING STATEMENT

RECORD FEE 11.00
 POSTAGE .50
 #09739 0777 R02 110:25
 DEC 24 85

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)
 (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 LIST

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): JAMESWAY CORPORATION

Alderson TREASURER
 (Signature of Debtor)

SECURED PARTY:

THE SAVERS LEASING CORP.
 (Company, if applicable)

 Type or Print

 (Signature of Debtor)

M. P. V.P.
 (Signature of Secured Party)

 Type or Print

 Type or Print (Include title if Company)

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

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

Anne Arndel

11/30
 1985 DEC 24 AM 10:54
 E. AUBREY COLLISON
 CLERK



ATTACHMENT TO FINANCING STATEMENT

This Financing Statement is made pursuant to section 16.10 of Equipment Lease No. L 371 dated July 8, 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:

(300)	Bra Hooks
(1)	Lot hardware for (3) handbag runs
(1) JCP-88-1	4' Cash Wrap-Jewelry
(1) JCP-88-1	4' Cash Wrap-Sptg. Goods
(1) JCP-289-2	7x12 Service desk w/checkout
(1) JCP-60	Rebate Coupon Rack
(7) JCP-187-1	4x8 Checkout
(1) JCP-288	Checkout cash drawer
(1) JCP-270	Hanger Display
(3) JCP-147	3x3 Appliance Flat
(5) JCP-241	52x52 Flats
(1) JCP-48	6' Rear Layaway
(1) JCP-49-1	9' Front
(75) JCP-233	6x144 wall strips-bittersweet
(75) JCP-233	6x144 " " -bright orange
(1) JCP-117	Computer Table
(1) JCP-78-1	15' Cosmetic Flat
(1) JCP-57	TV-Video Disp.
(15) JCP-97-3	15' Upswept Bracket Assy.
(1) JCP-165	Battery Disp.
(11) JCP-29	4x4 Promo table-adj.
(1)	Jewelry Layout
(1)	Sporting Good Layout
(1)	Auto Security Case
(2) JCP-287	Exercise Panel
(8)	Panel-bronze plexi 46-29/33x60-7/16
(1)	" " " 47x58
(5) JCP-286-1	End Panel 26-1/2x84
(3) JCP-286-3	End Panel 16x84
(76) JCP-322	Valance
(1) JCP-64	Fitting Room Layout
(1)	Hosiery Shelf
(4) JCP-241	Flats 52x52
(10) JCP-301	Bookholders
(1) JCP-319	Hosiery Run (2) 10' sections
(2) JCP-144-2	Juvenile End Panel
(3) JCP-90	Work Shirt Shelf
(1) JCP-183	Cabinet w/gate
(1) JCP-198	Bench
(1) JCP-232	Combo Unit II
(10) JCP-127	Feature Riser
(6) JCP-29-1	Promo Table 3x3 adj.
(10) JCP-30	Promo Table 4x4 fixed
(1) JCP-72	12' 1/2 Wicker Run
(2) JCP-126-2	KD Furniture Panel
(8) JCP-293	4' Curtain Frame-ctr.
(2) JCP-294	4' Curtain Frame-end
(12) JCP-189-1	Pillow Divider-ctr. 56"
(1) JCP-189-2	" " -RH
(1) JCP-189-3	" " -LH
(3) JCP-189-4	" " plexi 8'
(1) JCP-278	Toss Pillow Gondola
(1) JCP-295	Curtain Cube
(10) JCP-47	H-Rack Mirror
(1) JCP-311	Plexi Rim Sheet Cube
(1) JCP-187-1	4x8 Checkout
(1) JCP-324	Infants Hardware Pkg.
(91)	45-5/8 x 95-1/4 Shelving
(37)	" x 71-1/4 "
(35)	" x 59-1/4 "
(14)	" x 47-1/4 "
(18)	21-5/8 x 95-1/4 "
(8)	" x 71-1/4 "
(7)	" x 68-1/4 "
(4)	" x 59-1/4 "
(2) JCP-189-1	Pillow Divider 56"
(1)	10' counter
(3)	Shelves 12'x14"
(3)	Standards 36"
(1) JCP-311	Plexi only for sheet cube
(3) JCP-286	Plexi end panel 23x84
(3) JCP-286-3	Plexi end panel 16x84
(2) JCP-287-3	Home Entertainment Panel
(3)	Clear plexi 4"x96" (pillows)

259736

LIBER - 493 PAGE 71

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(s) and address(es)

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

Lessee
GENERAL ELEVATOR COMPANY, INC.
601 Nursery Road
Linthicum, MD 21090
(Anne Arundel County)

Lessor
General Electric Credit Corporation
of Tennessee
900 Kings Highway North
Cherry Hill, NJ 08034

RECORD FEE 11.00
POSTAGE 50
#09940 C777 R02 T10:26
DEC 24 85

4. This financing statement covers the following types (or items) of property: One (1) New AT&T Merlin Phone System as more fully described in Annex A attached hereto and made a part hereof. This financing statement is filed solely as a precaution if, contrary to the intention of the parties, the transaction is deemed to be other than a true lease as defined in Sec. 1-201(37) of the UCC.
THIS IS A FIXTURE FILING.

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: Recorder of Deeds of Anne Arundel County

GENERAL ELEVATOR COMPANY, INC.

General Electric Credit Corporation
OF TENNESSEE

By: Joseph A. Vinci - Dist. Mgr.
Signature(s) of Debtor/Lessee

By: Jay M. Medwick
Signature(s) of Secured Party/Lessor

(1) Filing Officer Copy — Alphabetical

STANDARD FORM - FORM UCC-1.

CI-329 (8/74)

CATALOG ORDER NO. G60020

1183

1985 DEC 24 AM 10:50
E. AUBREY GILLIS
CLERK

ANNEX 'A'

This schedule is to be attached to and become a part of a Lease dated 12-2, 1985, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL No.
One (1)	New AT&T Merlin Telephone System consisting of but not limited to the following:		
18	5 Button Voice Term	3160-111	
3	10 Button Voice Term	3161-172	
1	34 Button DLX VT	3162-417	
1	Attd Console	3162-ATD	
1	Merlin 3070 CU	6130-CU2	
2	Merlin 5 LN Mod	61305	
2	Merlin 10 TML MOD	61310	
1	Merlin Serv. Mod	61320	
1	Merlin Feat. Mod 4	6180-FM4	
23	System Wiring	2772-MCS	
<p>WITH ALL ATTACHMENTS AND ACCESSORIES WIRING, PLUGS, CABLES, AND OTHER ANCILLARY EQUIPMENT INCLUDED IN LESSOR'S COST OF EQUIPMENT.</p> <p>Equipment Location: XXXXXXXXXXXX 7300 Industrial Center Route 130 XXXXXXXXXXXX Pennsauken, NJ 08110</p>			

This schedule is hereby verified correct and undersigned Buyer, Mortgagor or Lessee acknowledges receipt of copy.

Lessor
 GENERAL ELECTRIC CREDIT CORPORATION
 OF TENNESSEE (L.S.)
 By: Jay H. Muddick (L.S.)

Lessee
 GENERAL ELEVATOR COMPANY, INC. (L.S.)
 By: Joseph A. Kuma (L.S.)
 Dist. Mgr.

MASDOC0049a/CI-306
 0219t

259737

LIBER - 493 PAGE

73

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

No of additional sheets presented

3 FOR FILING OFFICER ONLY (Date, time, number and filing office)

1 Debtor(s) (last name first, and mailing addresses)

2 Secured Party(ies) and address(es)

McDonald, Walter
Rt. 5, Box 416
Doncaster Road
Easton, Maryland 21601

Diet Center, Inc.
220 South 2nd West
Rexburg, Idaho 83440

RECORD FEE 11.00
POSTAGE 50
#07942 0777 R02 110:27
DEC 24 85

4 This Financing Statement covers the following types (or items) of property (Use this space for Real Property legal description and name of record owner, if required.)

5 Assignee(s) of Secured Party(ies) and address(es)

IBM XT Computer S/N 5390581; IBM XT Computer S/N 5390585;
IBM Monochrome Monitor S/N 0267305; IBM Monochrome Monitor
S/N 0743251; Two IBM PC/XT Keyboards; TI 855 Printer S/N
3585540563; TI 855 Printer S/N 3585540639; Two Printer
Cables; Two Printer Tractors; Two DCI Systems; Two IUS
Easywriters; One IUS General Ledger; Two IBM DOS 2.10.

"NOT SUBJECT TO RECORDATION TAX" CONDITIONAL SALE CONTRACT

CHECK IF COVERED Products of collateral are also covered
Filed with: Secretary of State County Recorder of Anne Arundel County

- If one of the following boxes is checked, the secured party may sign the financing statement. The collateral described herein is
- Brought into this state already subject to a security interest in another jurisdiction
 - Subject to a security interest in another jurisdiction, and the debtor's location has changed to this state
 - Proceeds of the original collateral described above in which a security interest was perfected
 - The subject of a financing statement which has lapsed
 - Subject to a security interest perfected under a prior name or identity of the debtor

SIGN HERE

Walter McDonald
Walter McDonald

BY: Signature(s) of Debtor(s)

DIET CENTER, INC.

[Signature]
BY: SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE OF RECORD

1-FILING OFFICER-ALPHABETICAL

Idaho Form UCC-1 Rev 5-81

FORM APPROVED BY PETE T. CENARRUSA, SECRETARY OF STATE

1985 DEC 24 AM 10:55
E. AUBREY COLLISON
CLERK

259700

Anne Arundel County
FINANCING STATEMENT

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

1. Name of Debtor(s): Autorama Sales, Inc. T/A
 Address: Feltman High Performance Boats
 2820 Solomons Island Road
 Edgewater, Maryland 21307

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
 Address: 8701 Georgia Avenue
 Silver Spring, Maryland 20910

RECORD FEE 12.00
 POSTAGE .50
 #09948 C777 R02 T10:34
 DEC 24 85

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

A continuing Business Loan Security Agreement covering a 1986 Century Meridien F Boat, S/N CEBRF062I586

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

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

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): Autorama Sales, Inc. T/A
Feltman High Performance Boats

Ralph L. Feltman, Jr. President

Secured Party:
 FIRST AMERICAN BANK OF MARYLAND
 By: Dennis F. Peters, Jr.

 Dennis F. Peters, Jr. 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.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1985 DEC 24 AM 10:55
 E. ALDRIDGE & CO. LISON
 CLEAR

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 10,000.00

FINANCING STATEMENT

1. Debtor(s):

Flamingo Inn, Inc.,
 Name or Names—Print or Type
5529 - 6th Street, Brooklyn, Anne Arundel Co., Maryland 21225
 Address—Street No., City - County State Zip Code

Alvin J.T Schilling and Delores M. Schilling
 Name or Names—Print or Type
5529 - 6th Street, Brooklyn, Anne Arundel Co., Maryland 21225
 Address—Street No., City - County State Zip Code

2. Secured Party:

William P. Strickland
 Name or Names—Print or Type
1110-1112 South Highland Avenue, Baltimore, Maryland 21224
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All goods, inventory, chattels, fixtures and equipment now owned or hereafter acquired by Debtors located on the premises, No. 5529-6th Street, Brooklyn, Anne Arundel Co., Maryland and a certain Seven (7) day, Beer, Wine, and Liquor and Dancing License No. 0139 issued by the Board of Liquor License Commissioners for the above premises and all renewals and extensions thereof.

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

5529 - 6th Street
 Brooklyn, Anne Arundel Co., Maryland 21225

RECORD FEE 13.00
 RECORD TAX 70.00
 POSTAGE .50
 #09949 0777 R02 T10:34
 DEC 24 85

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): Flamingo Inn, Inc.

SECURED PARTY:

By: Alvin J.T. Schilling
 Alvin J.T. Schilling, President

Alvin J.T. Schilling
 Alvin J.T. Schilling, Individually
Delores M. Schilling
 (Signature of Debtor)

Delores M. Schilling
Type or Print

Eastern Coin Machine Company
 (Company, if applicable)

William P. Strickland
 (Signature of Secured Party)

William P. Strickland
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 Manuel M. Nicolaides, Esquire, 4813 Eastern Avenue, Baltimore, Maryland 21224

Large Print Form F-1

I HEREBY CERTIFY that a recording tax of 70.00 plus recording costs were paid to the Circuit Court of AnneArundel Co. for the recordation of the Financing Statement in that Court.

Manuel M. Nicolaides
 Manuel M. Nicolaides

1300
7000
50

1985 DEC 24 AM 10:55
 E. AUBREY COLLISON
 CLERK

259710

LIBER - 493 PAGE 76

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):

2. Secured Party(ies) Name(s) and Address(es)

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

Dickey, Thomas E.
Dickey, Sarah C.
235 Prince George St.
Annapolis MD 21401

Industrial Valley Bank
and Trust Co.
412 York Rd.
Jenkintown Pa 19046

RECORD FEE 10.00
POSTAGE .50
#09950 C777 R02 110:35
DEC 24 85

5. This statement refers to original Financing Statement No. 11577 filed (date) 3-5-84 with Anne Arundel CO.

- 6. A. Continuation The original Financing Statement bearing the above file number is still effective.
- X. 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

Elsie V. Connahan, Asst. Sec.

Industrial Valley Bank & Trust Co.

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

By Elsie V. Connahan
Signature(s) of Secured Party(ies)

(1) FILING OFFICE COPY - NUMERICAL

(5-83)

STANDARD FORM—FORM UCC-3—Approved by Secretary of Commonwealth of Pennsylvania

1000

RECEIVED
1985 DEC 24 11:10:55
E. AUGREY COLLISON
CLERK

STATE OF MARYLAND

County/City Clerk 259711

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 Howard F. Rudo, DDS

Address Expressway Shopping Ctr., 16-18 New Ordnance Rd., Glen Burnie, MD 21061

2. SECURED PARTY

Name HPSC, Inc.

Address 25 Stuart St., Boston, MA 02116

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

3. Maturity date of obligation (if any) _____

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

See Form "A" Attached

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Howard F. Rudo, DDS
(Signature of Debtor)

Howard F. Rudo, DDS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Dennis J. McMahon
(Signature of Secured Party)

HPSC, Inc.
Type or Print Above Signature on Above Line

LIBER - 493 PAGE

RECORD FEE 13.00
POSTAGE 50
#09953 0777 R02 110:38
DEC 24 1985

DEC 24 AM 10:55
E. AUSTIN LULLISON

Form A



Lessee: Howard F. Rudo, D.D.S.

Schedule to Equipment Lease

New Equipment Used Equipment Office Furniture

Qty.	Item Description	Mfg.	Model	Serial Number	Color	Unit Price	Extension
1	Dentsply 4.0 Pump w/cyclone separator						
1	Phillips 810 Processor w/replenisher						
1	AT 66 Compressor						
6	Del-Tube Dr's. Stool #1120B						
6	Del-Tube Asst. Stool #1145						
6	HC Motors & 46E Attachments						
6	Kavo 625 J Handpieces						
5	Ritter Vanguard Chairs w/rotation & armrests						
6	Ritter Chair Mounted Lights						
6	Ritter Light Posts						
2	Ritter R-1A X-Ray						
2	Ritter Remote Switches						
1	Ritter Panorol X-Ray						
1	SSWhite Cephalometer						
1	SSWhite Fixator/Collimator						
1	AT Booster Transformer						
6	Ritter Escort Cart						
1	Porter #32201 Manifold System						
2	Porter #2440 Portable Heads						
6	Porter #6200 Outlet						
2	Porter Child Masks #5105						
2	Porter Tubing #8065						
2	Porter Scavenger System #5531						
1	DS #2001R Cavitron						
1	Ritter Speedclave Instruments						
	Laboratory Equipment						

LIBER - 408 PAGE 79

++ HEALTHCO PROFESSIONAL LEASING CORPORATION

Lessee: Howard F. Rudo, D.D.S.

Schedule to Equipment Lease

New Equipment Used Equipment Office Furniture

Qty.	Item Description	Mfg.	Model	Serial Number	Color
1	Small Equipment Merchandise				
1	Ken & Ray Typewriter				
1	Ken & Ray Office Furniture				
1	Simplex Time Clock, Card rack				
1	Safeguard Corp. Bookkeeping system				
1	Berk & Per Photocopy Machine				
1	Morris Shade Co. Window Blinds				
1	Misc. items from various suppliers consisting of business machines, tangible supplies, etc.				
1	Bark & Per photocopier				
1	time recorder & rack				
1	adding machine & paper				
2	fire extinguishers				
1	safeguard bookkeeping system				
1	filing system				
1	filing cabinet				
1	Toshiba receiver				

TOT.

11/18/85

Lessee: Howard F. Rudo, DDS
Anita Rudo, Co-signer

259742

LIBER - 493 PAGE

80

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	Secured Party and Address	
VIDEO COMPUTER SERVICE INC JIM BRAMBLE 3268 RT 3 S MILLERSVILLE, MD 21108	SENCORE INC 3200 SENCORE DRIVE SIOUX FALLS, SD 57107	
This financing statement covers the following types (or items) of property:		
SENCORE ELECTRONIC TEST EQUIPMENT. MODEL NUMBERS 1 56165		
not subject to recordation taxes		
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		
Check (X) if covered <input 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>[Signature]</u> Signature of Debtor	By <u>[Signature]</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

RECORD FEE 12.00
#09956 C777 R02 110:41
DEC 24 85

[Handwritten mark]

(1) FILING OFFICER COPY - ALPHABETICAL

MP
1985 DEC 24 11:10:55
AUREY GULLISON



259743
UCC-1

MARYLAND FINANCING STATEMENT

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

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

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

1. DEBTOR: Greenberg Jewelers, Inc.
(Name or Names)
5618 Ritchie Highway, Baltimore, Maryland 21225
(Address)

DEBTOR: _____
(Name or Names)

(Address)

RECORD FEE 11.00
POSTAGE .50
#07759 0777 R02 110:43
DEC 24 85

2 SECURED PARTY: Union-Tidewater Financial Company, Inc.
(Name or Names)
P.O. Box 2373, Baltimore, Maryland 21203
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

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

One (1) New ISM Jewelers Safe MK VIII - UL.
Model No. JS6428. TRTL 15 X 6.
S/N: J60-79.

Not Subject to Recordation Tax - Equipment Lease

1985 DEC 24 AM 10:56
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):
GREENBERG JEWELERS, INC.
By X David P. Greenberg (Title)
David P. Greenberg
(Type or print name of person signing)

SECURED PARTY:
UNION-TIDEWATER FINANCIAL COMPANY, INC.
By: Paul L. Gettings
Paul L. Gettings
(Type or print name of person signing)

By _____ (Title)

(Type or print name of person signing)

Return To: Union-Tidewater Financial Company, Inc.
P.O. Box 2373, Baltimore, Maryland 21203, Attn: 7G2353

1100
1150

(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 WesSystems, Inc.
 1744 Remington Court (Name or Names) Crofton, Md. 21114
 (Address)

LESSEE _____
 (Name or Names)

 (Address)

RECORD FEE 11.00
 POSTAGE 50
 #07760 0777 RD 11044
 DEC 24 85

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 (Name or Names) Baltimore, Maryland 21203
 (Address)

4. This financing Statement covers the following types (or items) of property:
 One - Enhanced IBM AT Computer, One - Color Adaptor, One - DOS 3.1,
 One - Sony RGB Color Monitor w/Cable.
 One - Sanyo 360K Floppy Disk Drive..

W.C.W.

1985 DEC 24 AM 10:56
 E. H. COLLISON
 CLERK

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

LESSEE
WesSystems, Inc.
 By: X William D. Wesley, Jr., President
 (Title)
WILLIAM D. WESLEY, JR.
 (Type or print name of person signing)
 By: _____
 (Title)

 (Type or print name of person signing)

1100 SW

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 By: Brian G. Connolly, Manager
 (Title)
Brian G. Connolly
 (Type or print name of person signing)
 Return to: Baltimore Federal Financial, F.S.A.
P. O. Box 116
Baltimore, MD 21203
Attn: Nancy Gaynor

MARYLAND FINANCING STATEMENT

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

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

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

1. LESSEE Concrete Placing Services of Maryland, Inc.
708 N. Crain Highway (Name or Names) Glen Burnie, Md. 21061
(Address)

LESSEE (Name or Names)
(Address)
RECORD FEE 11.00
POSTAGE .50
#09961 C777 R02 T10:45
DEC 24 85

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

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

4. This financing Statement covers the following types (or items) of property:
1 - Schwing Trailer Pump, Model BPA900D, Serial #7140069

MIP
1985 DEC 24 AM 10:56
E. ADRIAN COLLISON

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

LESSEE
Concrete Placing Services
of Maryland, Inc.
By: William J. Brown PRES.
(Title)
(Type or print name of person signing)
By:
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connolly Manager
(Title)
(Type or print name of person signing)
Return to: Baltimore Federal Financial, F.S.A.
P. O. Box 116
Baltimore, MD 21203
Attn: Nancy Gaynor

110050

STATE OF MARYLAND

LIBER - 493 PAGE 84

259746

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 25234 0040
Page 346 6738

RECORDED IN LIBER 434 FOLIO ON 2/20/81 (DATE)

1. DEBTOR

Name THE SIMPSON LAND COMPANY
Address 210 Holiday Court, Annapolis, MD 21401

RECORD FEE 10.00
POSTAGE .50
#09942-8777 R02 T10:46
DEC 24 85

2. SECURED PARTY

Name SUBURBAN-ITT Leasing PARTNERSHIP NO. 2
Address 6495 New Hampshire Ave., Hyattsville, MD 20783

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.)

1985 DEC 24 AM 10:56

E. AUBREY V. COLLISON

58508012
SUBURBAN-ITT LEASING PARTNERSHIP NO. 2

Dated 12-4-85

Joanne Williams
(Signature of Secured Party)
JOANNE WILLIAMS
Type or Print Above Name on Above Line

259747

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. \$ 35,000.00

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

Paid to Anne Arundel County

This financing statement Dated 17 December 1985, presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (1) (2) (3)
Name Gerald Lastfogel and Alma D. Lastfogel t/a The Chicken Basket
Address 3515 South River Terrace Edgewater, MD 21037

2. SECURED PARTY
Name Bay National Bank
Address 2661 Riva Road, Bldg. 700, 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)

All equipment now owned or hereafter acquired by debtor and all proceeds (cash and non-cash) of such equipment.

RECORD FEE 13.00
RECORD TAX 245.00
POSTAGE .50
#19443 0040 R01 T11:29
DEC 24 85

CHECK [X] THE LINES WHICH APPLY

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

(Signature of Debtor)
Gerald Lastfogel
Type or Print Above Name on Above Line

(Signature of Debtor)
Alma D. Lastfogel
Type or Print Above Signature on Above Line

Alma D. Lastfogel
Type or Print Above Signature on Above Line

Bay National Bank
(Signature of Secured Party)

David S Proctor, Loan Officer
Type or Print Above Signature on Above Line

1985 DEC 24 AM 11:32
E AUBREY COLLISON
CLERK

13.00
245.00
.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

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

This financing statement Dated 18 November 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Regina's Continental Delicatessen & Restaurant, Inc.

Address 26 Annapolis Street, Annapolis, MD 21401

2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Bldg. 700, 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)

All inventory, equipment, accounts and other rights to payment, and general intangibles now owned or hereafter acquired by borrower, and all proceeds (cash and Non-cash) of such inventory, equipment, accounts and other rights to payment, and general intangibles, as stated on the Security Agreement dated 18 November 1985.

RECORD FEE 11.00
POSTAGE .50
#19444 0040 R01 T11:29
DEC 24 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)

Regina's Continental Delicatessen & Restaurant, Inc.

By: Waltraud Regina
(Signature of Debtor)

Waltraud Regina, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

By: David S. Proctor
(Signature of Secured Party)

David S. Proctor, Loan Officer
Type or Print Above Signature on Above Line

RECEIVED BY RECORDS
CLERK
1985 DEC 24 AM 11:32
E. AUBREY COLLISON
CLERK

11/21

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 ED 4 82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 203423 recorded in
Liber 359, Folio 1 on 7/9/76 at Anne Arundel County
Date Location

1. DEBTOR(S):

Name(s) McCarthy, Thomas McCarthy, Catherine C.
Address(es) 917 Ravenhead Rd. Annapolis, Md. 21405

2. SECURED PARTY:

Name Maryland National Bank
Address 225 N. Calvert St. Baltimore, Md. 21203

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

RECORD FEE 10.00
POSTAGE .50

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

#19446 0040 R01 T11:32
DEC 24 85

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

8.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By Anne M. Weiss
Anne M. Weiss, Title Clerk
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1985 DEC 24 AM 11:32

E. AUDREY COLLISON
CLERK

10.00
50

493-88

No. NOT USED
S/B LAND

12-24-85

259750

LIBER - 493 PAGE 89

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 20, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hartley Marine, Inc.

Address 111 West Central Avenue, Edgewater, Maryland 21037

RECORD FEE 11.00
POSTAGE 50
#09950 0777 R02 11:24
DEC 24 85

2. SECURED PARTY

Name United Bank & Trust Company of Maryland

Address 9420 Pennsylvania Avenue, Upper Marlboro, Maryland 20772

ATTENTION: 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)

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). Evinrude motors, Bonito boats, Imperial boats, VIP boats, Eliminator boats and Glassport boats.

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)

Hartley Marine, Inc.

BY: [Signature]
(Signature of Debtor)

Melanie A. Wright
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

United Bank & Trust Company of Maryland

[Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

11/30

1985 DEC 24 AM 11:39
E. AUBREY COLLISON
CLERK

SCHEDULE A

LIBER 427 PAGE 202

BEGINNING for the same at a P.K. nail found in an "X" cut in the sidewalk on the east side of Washington Street at the end of the South 87°38' West 98.54 foot line of the conveyance from the Humble Oil and Refining Co. to The Annapolis Urban Renewal Authority by Deed dated October 25, 1972 and recorded among the Land Records of Anne Arundel County, in Liber 2539, folio 255, and running from said beginning point so fixed and with said line, reversely, and with the North 87°38' East 14 foot line and part of the North 87°38' East 148.99 foot line of the inquisition of the Annapolis Urban Renewal Authority, Plaintiff, v. Charles C. Glover III, et al., Defendants, dated March 5, 1974 and recorded among the Land Records of Anne Arundel County in Liber 2660, folio 783, as corrected to Annapolis Grid North, North 82°35'28" East 235.87 feet to the west side of Calvert Street, now widened to 62.5 feet; thence with the west side of Calvert Street, as now widened, South 17°33'38" West 128.97 feet; thence leaving the west side of Calvert Street, South 45°36'50" West 11.29 feet to the North side of West Street, as now widened to 70 feet; thence with the north side of West Street, as now widened, South 73°40'02" West 239.81 feet; thence leaving the north side of West Street, North 58°55'22" West 25.80 feet to the east side of the realigned West Washington Street (40 feet wide); thence with the east side of West Washington Street, as now realigned North 14°41'54" West 119.22 feet to a point of curvature; thence with the arc of a curve which has a radius of 20 feet, a central angle of 17°11'13", a chord of North 06°06'17" West 5.98 feet for an arc distance is 6.00 feet to a point of tangency; thence continuing with the east side of West Washington Street, North 02°29'19" East 5.19 feet to the place of beginning. Containing 26,695 square feet or 0.613 of an acre.

BEING Disposal Parcel No. 10 of the Annapolis Urban Renewal Authority property, and being all that remains of the conveyances from Harry F. Duncan to the Annapolis Urban Renewal Authority by Deed dated August 3, 1972 and recorded among the Land Records of Anne Arundel County in Liber 2510, folio 681 and from the Humble Oil & Refining Company to the Annapolis Urban Renewal Authority by Deed dated October 25, 1972 and recorded in Liber 2539, folio 255 and the Inquisition from Charles C. Glover III, et al., to the Annapolis Urban Renewal Authority dated March 5, 1974 and recorded in Liber 2660, folio 783, after the streets have been widened and realigned. All as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, and shown on a Plat of Disposal Parcel 10, Block 8, dated August, 1973 to be recorded among the Plat Records of Anne Arundel County at some future date and shown on a Plat of Disposal Parcel 10, Block 8, dated May 28, 1974.

493-91A

LIBER 427 PAGE 202 A

SCHEDULE "B"

All building supplies, materials, licenses, franchises, agreements, fixtures, fittings, appliances, apparatus, equipment, machinery, chattels and articles of personal property, regardless of their character as fixtures or personal property, and all replacements thereof, now or at any time hereafter affixed to, attached to, placed upon, or used in any way in connection with the construction, use, occupancy, management, maintenance or operation of the real property described in Schedule A attached hereto, together with the proceeds thereof, including but not limited to all partitions, all plumbing fixtures, gas and electric fixtures and lighting equipment, heating and ventilating and air-conditioning units and equipment and all attachments thereto and parts thereof, vacuum cleaning system, fire prevention and extinguishing systems, materials, escalators, elevators, radiators, furnaces, fuel, stokers, boilers, hot water heaters, oil burners and tanks, engines, motors, dynamos, incinerators, ash conveyors, water systems, shrubbery, plants, window shades, shutters, venetian blinds, storm windows and doors, canopies, awnings, window screens, screen doors, refrigerators, refrigeration plants and apparatus, ranges, stoves, cabinets, mirrors, mantels, carpets, rugs, inlaid and all other floor coverings, furniture and furnishings for the common stairs, rooms, halls and lobbies.

NUMBER OF SHEETS
ATTACHED _____

PRINT OR TYPE ALL INFORMATION LIBER - 493 PAGE

92

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

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

Clerk of the Anne Arundel County _____ Court,
P.O. Box 71, Annapolis, Md. _____, XXXXXX

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.

RECORD FEE 10.00
POSTAGE .50
#09973 0777 R02 T11:31
DEC 24 1985

Index numbers of subsequent statements (For office use only)

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

Cobb & Stokes Offshore Yachts
300 State St.
Annapolis, MD 21403

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

Name & address of Secured Party

United Virginia Bank
NAS Office, P.O. Box 2600
Norfolk, Va. 23501

Name & address of Assignee

Date of maturity if less than five years

Feb. 27, 1986

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement

All inventory consisting of new and used boats and accessories thereof now owned or hereafter arising or acquired.

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

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

Cobb & Stokes Offshore Yachts

James O. Cobb *William D. Allen*
James O. Cobb William Allen Nov., 22, 1985

Signature of Secured Party if applicable (Date)

S. W. Copeland
S. W. Copeland,
United Virginia Bank Nov. 22, 1985

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

CRE - 0232 (Rev. 6/82) STWD

United Virginia Bank

75751

LIBER - 493 PAGE 93

FINANCING STATEMENT

- 1. Name of Debtor: DICKINSON ASSOCIATES,
Address: a Maryland general partnership
Box 8691
Baltimore-Washington International
Airport
Baltimore, Maryland 21240
- 2. Name of Secured Party: UNION TRUST COMPANY OF MARYLAND
Address: Real Estate and Mortgage Banking
Department
W. R. Grace Building, 15th Floor
Baltimore, Maryland 21202

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

RECORD FEE 12.00
#09974 0777 R02 777:32
DEC 24 85

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than Debtor's equipment not to be used in the operation of the improvements upon completion thereof on the premises described in Exhibit A hereto and other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated November 21, 1985, from Debtor to Thomas M. Scott, III and Gordon DeGeorge, Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) Proceeds of all collateral are covered.

Debtor:	Secured Party:
DICKINSON ASSOCIATES	UNION TRUST COMPANY OF MARYLAND
By <u>Samuel F. Heffner, Jr.</u> Samuel F. Heffner, Jr., Authorized General Partner	By <u>George F. Oliver</u> George F. Oliver Assistant Vice President

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: William T. Define, Esquire

1200

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

1985 DEC 24 AM 11:40
W. ADDEY DOLLISON
CLERK

LIBER - 493 PAGE 94

EXHIBIT A

PROPERTY DESCRIPTION

All that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

Being known and designated as Lot 20 as shown on a Plat entitled "Subdivision Plat of Lots 20 and 20A Part of Revised Plat 2 & Plat 3, Section 5 & Part of Section 3 Baymeadows" recorded in Plat Book 98, Folio 45.

Mail to Cambridge

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):

<p>1. Debtor(s) (Last Name First) and Address(es):</p> <p>Allen C. Quille 1241 Hilltop Drive Annapolis, Maryland 21401</p>	<p>2. Secured Party(ies) Address(es) And Name(s):</p> <p>John C. Louis Co., Inc. 8439 Lee Highway Fairfax, Virginia 22031</p>	<p>4. For Filing Officer: Date, Time, File No., Filing Office:</p> <p>RECORD FEE 11.00 POSTAGE .50 #09977 6777 R02 11:34 DEC 24 85</p>
------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------

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 743 with flotation tires in lieu of standard S/N#24051
1 - 60" Dirt Bucket with teeth (6558301)

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.

DEBT EXCEEDS \$200.00
 Proceeds of the collateral are also covered.
Filed with: Sec. of State Filing Office of _____ County/City

8. Signatures:

Allen C. Quille John C. Louis Co., Inc.
By *Allen C. Quille* By *Jerry K. Hazelgrove*
Debtor(s) [or Assignor(2)] Secured Party(ies) [or Assignee(s)]
Allen C. Quille Individual FINANCING STATEMENT K. Hazelgrove Exec. V.P.

(2) Filing Officer Copy - Alphabetical THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY. FORM UCC 1

11/30

MP
1985 DEC 24 AM 11:40
E. AUBREY COLLISON
CLERK

Debtor or Assignor Form

Anne Arundel Co. MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 24,000.00 (\$168.00)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

B & D Leasing Company
(Name)
108 Holsum Way
(Address)
Glen Burnie, Md. 21061

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND

Attn: Gerard Mikulski 101-560
(Name of Loan Officer)
25 S. Charles Street
(Address)
Baltimore, Md. 21201

1. This Financing Statement covers the following types (or items) of property ~~(the collateral)~~ ^{Mail to} (attach separate list if necessary)

Test Stand 12CYL 15HP 220V 3PH 60HZ
S/N 784-618-R7-6

RECORD FEE 11.00
 RECORD TAX 168.00
 POSTAGE .50
 809982 0777 R02 11:38
 DEC 24 95

mc
 1995 DEC 24 AM 11:40
 E. AUSTIN COPPILLSON

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

Record Owner, if different from the Debtor _____

3. Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

B & D Leasing Company (Seal)
William C. Foster (Seal)
(Signature)
William C. Foster
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)

(Signature)

(Print or Type Name)

1100
 16800
 50

Debtor or Assignor Form

FINANCING STATEMENT

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

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

Name of Debtor
Annapolis Construction Inc.

Address
3254A Harness Creek Road
Annapolis, Md. 21403

RECORD FEE 11.00
POSTAGE .50
#09993 C777 R02 11:38
DEC 24 85

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: P.O. Box 17292
Baltimore, Md. 20715
Mail to

Attach separate list if necessary

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

(1) New Case Model 580SE Tractor Loader Backhoe
Serial # 17031108

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)

Dick Clow (Pres)
DICK CLOW

Annapolis Construction Inc.

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF MARYLAND

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

1138

259751

LIBER - 493 PAGE 58

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): Jenkins, Joe W. & Shirley A Varley, Stella 5719 Rossmore Dr. Bethesda, Md. 241072	2. Secured Party(ies) Name(s) and Address(es): Midlantic National Bank 2 Broad St. Bloomfield, N.J.		4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 10.00
#09986 0777 R02 111:41
DEC 24 85

5. This statement refers to original Financing Statement No. Liber 452 Pg. 476 filed (date) 8/13/82 with Anne Brundel

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

This statement is to be indexed in the Real Estate Records _____ Section _____ Block _____ Lot _____

Joe W. Jenkins
Shirley A. Jenkins

MIDLANTIC NATIONAL BANK
By Anne Brundel ASST. V.P.
Signature(s) of Secured Party(ies)

1000 Signature(s) of Debtor(s) (only on amendment)
(1) Filing Officer Copy-Numerical
STANDARD FORM - FORM UCC-3 - Approved by the Secretary of State of New York, Pennsylvania & Texas
(5/82)

MIP
1985 DEC 24 11:40
E. BRUNDEL, 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 Kakoullis Br. Inc. T/A Torino's

Address 1496 Annapolis Rd., Odenton, Md. 21113

2. SECURED PARTY

Name HOBART CORPORATION

Address World Headquarters - Troy, Ohio 45374

RECORD FEE 12.00
POSTAGE .50
#09953 C777 R02 111:15
DEC 24 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)
Annapolis, Md. - #0265509

- One(1) 1712 Slicer
- One(1) 161712 Chatdom
- One(1) H-600 Mixer
- One(1) VS9-13 Veg. Slicer

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)

1203

Alice J. Shipby Attorney in Fact

(Signature of Debtor)
Kakoullis Br. Inc. T/A Torino's
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line



259757

FINANCING STATEMENT

LIBER - 493 PAGE 100

- 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)

Catherine M. Townsend 571 MD. RT. 3N Bound Lane
Millersville, Maryland 21108

RECORD FEE 11.00
POSTAGE 50
#09999 0777 R02 113:25
DEC 24 85

6. Secured Party Address

First Federal Savings & Loan Association of Annapolis 1832 George Avenue
Attention: C. Partridge-Loan Clerk Annapolis, Maryland 21401
(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.

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
Catherine M. Townsend (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

2-2820 (3/85) 1100

1985 DEC 24 11 21 AM '85
 ANNE ARUNDEL COUNTY CLERK

493 - 101



**FIRST FEDERAL SAVINGS
& Loan Association of Annapolis**

ANNAPOLIS AREA 266-6100 / BALTIMORE AREA 841-6700 / WASHINGTON AREA 261-8800

SCHEDULE A

Canon Camera- Model# VC30 Ser. # WKD5A2126

Canon Recorder- Model# VR40 Ser# D5SAZ3282

Canon Tuner- Model# VT50 Ser# C5SAZ155Z

KTV'S Color Monitor- Model #KCT5003 Ser# 85079905

Mitsubishi VCR- Model# H5318 Ser# VR318041946

F207

LIBER - 493 PAGE 102

LIBER - 493 PAGE

259756

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 Tsin, Chan K. dba Donuts and Patisserie
Address 578 Banfeld Village Shopping Center, Severna Park, Md, 21146

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters - Troy, Ohio 45374

RECORD FEE 12.00
POSTAGE .50
#09934 0777 R02 T11:16
DEC 24 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) Annapolis - # 0265066

One(1) AS-200-3 Mixer

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Alice J. Greedy Attorney in Fact
(Signature of Debtor)

Tsin, Chan K. dba Donuts and Patisserie
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line

1200
250

MP
1985 DEC 24 11:39
E. AVRIE Y. COLLISON
CLERK

11.58

LIBER - 493 PAGE 103

259753

 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) General Concrete Pumping Service, Inc. 1023 Dorsey Road Gaithersburg, Anne Arundel Co., MD 21061	Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093	
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	The underlying secured transaction public recordation fee for this Financing Statement is not subject in part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) New Thomsen 28" Concrete Pump, S/N 2180-40-741 One (1) 1985 I.H. F1954 Truck Chassis, S/N 1HTLKTVR3FHA32358		
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) General Concrete Pumping Service, Inc.	Secured Party C.I.T. Corporation	
By <u>Robert M. Caughy</u> Title <u>President</u>	By <u>Joseph C. Sidle</u>	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		
<u>Robert M. Caughy</u> <small>Type or print name(s) of person(s) signing</small>	<u>Joseph C. Sidle</u> <small>Type or print name of person signing</small>	
<small>5 SA-989D</small>		

RECORD FEE 11.00
 NOTARIAL FEE .50
 #10001 0777 R02 T13:26
 DEC 24 85

1985 DEC 24 11 21 05
 E. ANDREW COLLISON
 CLERK

11.00
50

259759

LIBER - 493 PAGE 104

FINANCING STATEMENT

File No.

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

1. DEBTOR(S) and Address(es) <i>Half Shell South Inc</i> <i>Ritchie Highway + Mt Road</i> <i>PASADENA MD 21122</i>	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <i>Cespy & Taylor</i> RECORD FEE 11.00 RECORD TAX 70.00 #10002 6777 R02 113:27 DEC 24 85 Return to Secured Party
-----------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

- A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of RESTAURANT (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.

- 4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.
- 5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 10,000.00

DEBTOR:
Half Shell South INC
Sec
Deborah Spittel + Sidney Lightfoot
 (Type Name)
 By: *[Signature]*
 By: *[Signature]*

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND
 By: _____

 (Type Name)
 _____ 19____
 (Date Signed by Debtor)

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

11.00
70.00

RECEIVED
 DIRECTOR OF REGISTRATION
 1985 DEC 24 PM 2:05
 E. AUBREY COLLISCH
 CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. #4750

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

If transaction or transactions wholly or partially subject to 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 Corwell, Ron & Associates, Inc.
Address 238 West Street, Annapolis, Maryland 21401

2. SECURED PARTY

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

RECORD FEE 11.00
POSTAGE 50
#10009 C777 R02 T13:36
DEC 24 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)

Two (2) CompuCorp Auto Financial Systems
Serial Numbers

Computer S# 8650901
printer S# 8221
Computer S# 6950900
printer S# 8714

EQUIPMENT LOCATED AT: Crystal Ford
3111 Automobile Boulevard
Silver Spring, Md. 20904

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)
Ron Corwell & Associates, Inc.

(Signature of Debtor)

Ronald W. Corwell/President
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 Hardesty

Type or Print Above Signature on Above Line

1100

1985 DEC 24 PM 2:05
E. AUGUSTY COLLISON
CLERK

259761

LIBER - 493 PAGE 106

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
7164 E Furnace Br Rd
ADDRESS: _____
CITY & STATE: Glen Burnie, Md, 21061

FILING OFFICER NOTICE:
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)	<u>Alphonse Renaud</u>	DATE OF THIS FINANCING STATEMENT	<u>5-24-82</u>
	<u>Dorothy</u>	ACCOUNT NO.	<u>349808766</u>
		TAB	<u>56</u>

7848

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, 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
#10010 C777 R02 113:37
DEC 24 85

1088

MP
1985 DEC 24 PM 2:05
E. AVARTE 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 OF GLEN BURNIE, INC.
(SECURED PARTY)

Lib 450 Pg 381 242861

BY Conny A Budgen
TITLE

Dated: 12/13/85, 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.
19-1209 (REV. 3-75)



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.

YES - NO MONEY ADVANCED ON TAXABLE ITEMS. This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gary F. Thompson
Address 893 N Lane Rt 3 Gambrills, MD 21054

RECORD FEE 11.00
POSTAGE
#10015 C777 R02 J13:43
DEC 24 85

2. SECURED PARTY

Name Exxon Company U.S.A. (A Division of Exxon Corp.)
Address P.O.Box 2169 Houston, Texas 77001

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

3. Maturity date of obligation (if any) _____

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

"Exempt From Recordation Tax"
Any and all present and hereafter acquired inventory including, but not by way of limitation, motor fuel, motor oils, tires, batteries, and automotive accessories.
Any and all present and hereafter acquired accounts, notes receivable, chattel paper, contract rights, general intangibles, documents, instruments, security agreements, notes, checks, money, bank accounts, negotiable instruments and documents choses in action, and lien rights.

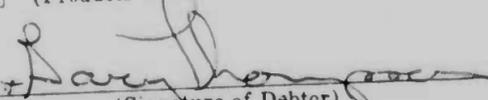
Taxable
Any and all present and hereafter acquired fixtures, and equipment including, but not by way of limitation, furniture, tools, and machinery.

CHECK THE LINES WHICH APPLY

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

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

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

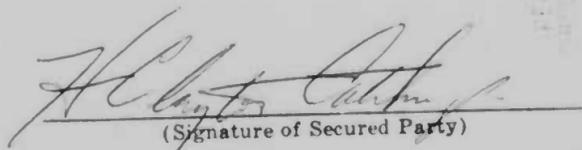

(Signature of Debtor)

Gary F. Thompson
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line


(Signature of Secured Party)

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

Type or Print Above Signature on Above Line

1985 DEC 24 PM 2:06
E. AUBREY COLLISON
CLEAR

LIBER - 493 PAGE 109 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

259701

Identifying File No. _____

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

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

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

YES - NO MONEY ADVANCED ON TAXABLE ITEMS.
This financing statement Dated 5/31/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Munao, Inc.
Address 8101 Ritchie Hwy., Pasadena, MD 21122

RECORD FEE 11.00
POSTAGE 50
#10017 C777 R02 T13:44
DEC 24 85

2. SECURED PARTY

Name Exxon Company, U.S.A. (a division of Exxon Corporation)
Address P. O. Box 2169, Houston, TX 77001

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property (list)
"EXEMPT FROM RECORDATION TAX."

Any and all present and hereafter acquired inventory including, but not by way of limitation, motor fuel, motor oil, tires, batteries, and automotive accessories.
Any and all present and hereafter acquired accounts, notes receivable, chattel paper, contract rights, general intangibles, documents, instruments, security agreements, notes, checks, money, bank accounts, negotiable instruments and documents choses in action, and lien rights.

TAXABLE

Any and all present and hereafter acquired fixtures, and equipment including, but not by way of limitation, furniture, tools, and machinery.

CHECK THE LINES WHICH APPLY

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

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

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Munao, 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)

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

11/30
11/19
RECEIVED BY CLERK
CLERK
1985 DEC 24 PM 2:06
E. AUBREY COLLISON
CLERK

Equipment is leased. Filed for information purposes only. 259765

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

RECORD FEE 11.00
POSTAGE
#10019 C777 R02 11:48
DEC 24 85

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) new Kamatsu Model E2M300 WL press, S/N 10038, with all attachments and accessories, and vibromounts.

1160
11/30

MP
Call # 3863
1985 DEC 24 PM 2:06
E. AUGUST COLLISON
CLERK

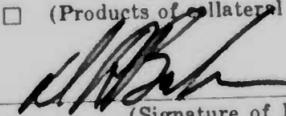
CHECK THE LINES WHICH APPLY

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)

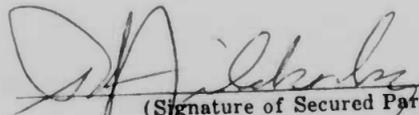
(Products of collateral are also covered)


(Signature of Debtor)

Daniel R. Baker
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line


(Signature of Secured Party)

R. J. FILAROSKY
Type or Print Above Signature on Above Line

493-111

No. NOT USED

(copy of #110)

12-24-85

STATE OF MARYLAND

LIBER - 493 PAGE 112

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated December 10, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DeWulf, Gerald, G. and DeWulf, Judith, E.

Address 1008 Landon Lane, Arnold, Maryland 21012

RECORD FEE 12.00
POSTAGE 50
#10023 0777 R02 11:52
DEC 24 85

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)

1985 Hunter 29'11 1/2" Hull # HUN30007L586
Engine: single, Yan mar, diesel, 18hp, serial # 03338
Additional Equipment: hood sea furl system, hood 150% genoa,
Johnson Main and 110% jib

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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"

Gerald DeWulf
(Signature of Debtor)

Gerald G. DeWulf
Type or Print Above Name on Above Line

Judith E. DeWulf
(Signature of Debtor)

Judith E. DeWulf
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

1208

259767

LIBER - 493 PAGE 113

FINANCING STATEMENT (UCC-1)

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

1. Name of Debtor(s) (or Assignor):

Address: Maryland Center for Child & Adolescent Psychiatry
 2521 Riva Road, Unit P-1
 Annapolis, Maryland

RECORDING FEE 11.00
 POSTAGE .50
 #10024 C777 R02 113:53
 DEC 24 85

2. Name of Secured Party (or Assignee)

Address: THE BANK OF BALTIMORE
 Attention: Commercial Loan Department
 P.O. Box 896
 Baltimore, MD 21203

3. This Financing Statement covers the following types (or items) of property: Accounts. All of the Obligor's accounts (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. All Equipment. All of the Obligor's equipment, 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.

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

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

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

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

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

Debtor(s): Maryland Center for Child & Adolescent Psychiatry

Ulku Ulgur

Sidney Cohen

Secured Party:

THE BANK OF BALTIMORE

By: Michael T. Smith

Michael T. Smith, 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.)

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

1100
 53

259763

LIBER - 493 PAGE 114

FINANCING STATEMENT (UCC-1)

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

1. Name of Debtor(s) (or Assignor):
Address:

Maryland Center for Child & Adolescent Psychiatry
2521 Riva Road, Unit P-1
Annapolis, Maryland

2. Name of Secured Party (or Assignee)
Address:

THE BANK OF BALTIMORE
Attention: Commercial Loan Department
P.O. Box 896
Baltimore, MD 21203

RECORD FEE 11.00
POSTAGE 50
#10025 0777 R02 11:53
DEC 24 85

3. This Financing Statement covers the following types (or items) of property: All of the Obligor's property (other than specific equipment and motor vehicles) described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
The term "Collateral" as used herein means each and all of the items of Collateral checked above and the term "proceeds" as used herein includes, without limitation, the proceeds of all insurance policies covering all or any part of such items of Collateral.

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

- (If collateral is crops—describe real estate. Execute additional Financing Statements to file in each county involved.)
The above-described crops are growing or to be grown on:
- (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:
- (If proceeds of collateral are claimed). Proceeds of the collateral are also covered.
- (If products of collateral are claimed). Products of the collateral are also covered.

Debtor(s): Maryland Center for Child & Adolescent Psychiatry

Ulku Ulgur *[Signature]*
Sidney Cohen *[Signature]*

Secured Party:

THE BANK OF BALTIMORE
By: *[Signature]*
Michael T. Smith, 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.)

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

11/30

SCHEDULE A

LIBER - 493 PAGE 115

All of the Obligor's furniture, fixtures and improvement
made to and/or found within and/or affixed to the property known
as 2521 Riva Road; Unit P-1 in Annapolis, Maryland.

R *MM*

TERMINATION STATEMENT

Name of Debtor: Gary W. Fitzwater

Address: 1215 Marlboro Rd.
Lothian, MD 20711

RECORD FEE 10.00
#10027 0777 R02 113:55
DEC 24 85

Name of Secured Party: Knott & Giesbert, Inc.

Address: 3432 Urbana Pike
Frederick, MD 21701

The Secured Party no longer claims a security interest under the Financing Statement of the above Debtor recorded in

..... Ann Arundel (County)

Financing Statement No. 253310

Liber 476 Folio 371

1985 DEC 24 PM 2:06
E. ADAMS COLLISCH
CLERK

FARMERS AND MECHANICS NATIONAL BANK

By Linda L. Gladhill

Name & Title
Linda L. Gladhill, Consumer Credit Officer

Secured Party
Farmers & Mechanics National Bank
P.O. Box 518
Frederick, MD 21701

1000

~

FINANCING STATEMENT

File No

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

1. DEBTOR(S) and Address(es) Theriault's - A Division of Fleetville Group, Ltd. 1981 Moreland Parkway Annapolis, Maryland 21401	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Frank J. Duchacek, Jr. Return to Secured Party
-------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Doll Auctioneer (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.

Indemnity Mortgage - 259 Hanover Street, Annapolis, Maryland
Indemnity Mortgage - 3 Southgate Court, Annapolis, Maryland

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

5. This transaction (is) (~~is not~~) exempt from the recordation tax. (Md.)

Principal amount of debt initially incurred is: \$ 170,000.00

DEBTOR:

Theriault's - A Division of
Fleetville Group, Ltd.

By: Honore Theriault, Pres
(Type Name)

By: _____

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: Frank J. Duchacek, Jr.
(Type Name)

(Date Signed by Debtor)

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

RECORD FEE 11.00
RECORD TAX 35.00
POSTAGE 50
TOTAL 100.00
NOV 24 1985
REC 24 85

1985 OCT 24 PM 2:06
E. MARYLAND COLLEGE

Equipment valued at \$ 5,000.00 subject to tax on that

amount.

11.00
35.00
50

46.50

250770

11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. RECORD FEE 11.00
POSTAGE 50
#100.30 C777 R02 J13:58
DEC 24 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 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 St., Batlo., 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 Nov.1, 1985 between Assignor as Secured Party and CONTRACT ACCOUNT # 580301 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 Dec. 6, 1985 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.
(Signature of Secured Party)

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

Type or Print Above Name on Above Line

FILED WITH ANNE ARUNDEL COUNTY

LIL/LTD.

11/50

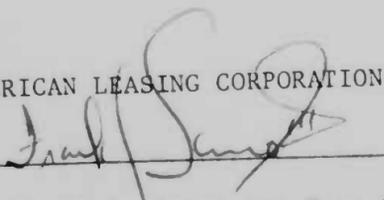
1985 DEC 24 PM 2:06
BALTIMORE FEDERAL FINANCIAL

EQUIPMENT LIST

Security Agreement #580301

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2	140 Nemectron Electric Chairs
2	212 Nemectron Mag. Lamps
2	Rothchild Sun Tan Units
2	350 Nemectron Vaporizators
2	570 M. Nemectron Inso. (Galvanic)
5	660A Beauty Center Combo Unit-Vac spray Sterilizer Brush units

TRANS-AMERICAN LEASING CORPORATION

BY: 

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

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: 

TITLE: VP

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 Highway, Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE .50
#10031-0777 R02 113:52
DEC 24 85

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 September 14, 1984, schedule 02 dated November 19, 1985, between Assignor as Lessor and LEASE ACCOUNT #482190 as Lessee. Assignor has granted a Security Interest in the following equipment lease to Lessee to Assignee per a Non-Recourse Assignment of rents dated 12/6/85, between Assignor and Assignee:

- 1 (one) 5234 Qantel 1/2' Cartridge drive S/N C9053, 1 (one) 4031 DP3 CRT Workstation S/NP10213
- 6 (six) 8555 Magnetic Tape Cartridges, 2 (two) 4843 Cables, 1 (one) 4804 Communication controller S/N P03037, 1 (one) 9004-11 8 Slot I-0 Upgrade S/N C11042

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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.

1100 50

1985 DEC 24 PM 2:06

MMNP

FINANCING STATEMENT FORM UC 71

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 11/29/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CLIFFORD: Maurice C., III and Sandra L.
Address 7509 Broadcloth Way, Columbia, MD 21046

RECORD FEE 12.00
POSTAGE 50
#10032 0777 R02 T14:00
DEC 24 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)

1979 30' Ericson Fiberglass Hull # ERY30505M79L USCG Official # 614840
1979 15 Hp Yanmar Diesel Engine # 84488

First Assignee:
Horizon Financial, F.A.
808 Misons 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)

Maurice C. Clifford
(Signature of Debtor)

Maurice C. Clifford, III
Type of Print Above Name on Above Line

Sandra Clifford
(Signature of Debtor)

Sandra L. Clifford
Type of Print Above Signature on Above Line

[Signature] AGENT
(Signature of Secured Party)

First Commercial Corporation
Type of Print Above Signature on Above Line

1985 DEC 24 PM 2:06
L. SAUNDERS JOLLYSON

One Credit Co
12-11-85

259774

STATE OF MARYLAND

LIBER - 493 PAGE 122

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated December 10, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donn Corporation

Address 786 Elkridge Landing Rd., North Linthicum, Maryland 21090

RECORD FEE 11.00
#10033 6777 R02 114:01
DEC 24 85

2. SECURED PARTY

Name CT Leasing Company

Address 900 Euclid Ave., Cleveland, Ohio 44101

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

3. Maturity date of obligation (if any) December 10, 1988

4. This financing statement covers the following types (or items) of property: (list)
Certain Equipment of Debtor now owned or hereafter acquired and wherever situated presently located at 786 Elkridge Landing Rd., North Linthicum, Maryland 21090 and described as: One (1) Strippit CAP-1000 CNC Turret Punch Press and related accessories, together with each part, accessory, attachment or addition hereinafter installed in, affixed to or otherwise used in connection with the items so described or referred to and each replacement for the foregoing or any thereof.

All as further described in a Schedule A to Master Conditional Sales Lease Agreement executed by Debtor to Secured Party on the 10th day of December, 1985.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Donn Corporation


(Signature of Debtor)

A.A. Ware, Controller

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CT Leasing Company



(Signature of Secured Party)

Rufus D. Heard, Vice President

Type or Print Above Signature on Above Line

1985 DEC 24 PM 2:07
E. AUSTIN COLLISON

259775

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):

FRANK J. SANZONE, Jr
 Name or Names—Print or Type

J QUANTZ GARTH BALTO Md. 21220
 Address—Street No., City - County State Zip Code

KATHLEEN A. SANZONE
 Name or Names—Print or Type

J QUANTZ GARTH BALTO Md. 21220
 Address—Street No., City - County State Zip Code

2. Secured Party:

IRVINGTON FEDERAL SAVINGS AND LOAN ASSN
 Name or Names—Print or Type

4106 FRIEDENICHT AVE BALTO Md. 21229
 Address—Street No., City - County State Zip Code

RECORD FEE 12.00
 POSTAGE .50
 #10035 0777 R02 T14:03
 21220
 DEC 24 85

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

IBM KEY BOARD
 IBM XT IN 6062234
 IBM COLOR MONITOR IN 0896780

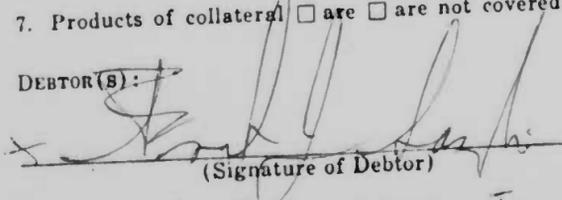
4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

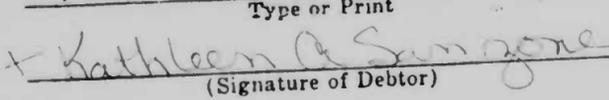
6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):


 (Signature of Debtor)

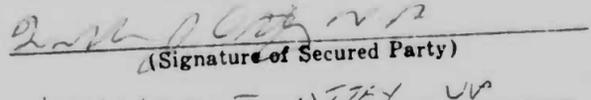
Frank J. Sanzone, Jr
 Type or Print


 (Signature of Debtor)

KATHLEEN A. SANZONE
 Type or Print

SECURED PARTY:

IRVINGTON FEDERAL SAVINGS & LOAN
 (Company, if applicable)


 (Signature of Secured Party)

WILLIAM J. UTTER JR
 Type or Print (Include title if Company)

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

Name and Address IRVINGTON FEDERAL SAVINGS AND LOAN
 4106 FRIEDENICHT AVE
 BALTIMORE, Md. 21229

123

1985 DEC 24 PM 2:07
 E. J. COLLISON

259776

LIBER - 493 PAGE 124

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)
12702-62216
Phillip D. Brown
6 Platzer Ln.
Glenburnie, MD 21060

2. Secured Party(ies) and address(es)
Bush & Cook Leasing, Inc.
1600 W. Main St.
Wilmington, OH 4577

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

RECORD FEE 11.00
POSTAGE .50
#10047 C777 R02 115:17
DEC 24 85

4. This financing statement covers the following types (or items) of property:
Lease Agreement between Bush & Cook Leasing, Inc.
and Phillip D. Brown dated 10-15-85

KleenRite 320 Ser.# 7937

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

Bank-One, Dayton, NA
Kettering Tower
Dayton, Ohio 45401

Securing the lease- we are not required to pay Recordation Tax

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

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

Filed with: Sec. of State

County:

Phillip D Brown

By:

Phillip D Brown
Signature(s) of Debtor(s)

Bush & Cook Leasing, Inc.

By:

Sue Corveth
Signature(s) of Secured Party(ies) Sec.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

NOV 24 1985

DEC 24 PM 3:45

MP

1158

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 243397

RECORDED IN LIBER 451 FOLIO 532 ON July 20, 1982 (DATE)

1. DEBTOR

Name Matthias Heatzman, Jr. and Christine Darlene Heatzman

Address 7651 5th Street, Pasadena, Maryland, 21122

2. SECURED PARTY

Name SECOND NATIONAL BUILDING & LOAN, INC.

Address P. O. Box 2558, Salisbury, Maryland 21801

RECORD FEE 10.00
POSTAGE 50
#10049 C777 R02 T15:19
DEC 24 85

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

10.00
50

1985 DEC 24 PM 3:45
E. HILL
M. HILL
M. HILL

SECOND NATIONAL BUILDING & LOAN, INC.

Dated December 6, 1985

By *William T. Hill*
(Signature of Secured Party)

William T. Hill Vice President
Type or Print Above Name on Above Line

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

259777

If transaction or transactions wholly or partially subject to 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.

1. ~~XXXXXX~~ LESSEE

Name JKJ Chevrolet, Inc.

Address 2000 Chain Bridge Road, Vienna, Virginia 22180

2. ~~XXXXXXXXXXXX~~ LESSOR

Name Dominion Leasing Corporation

Address P. O. Box 13327, Roanoke, Virginia 24040

RECORD FEE 11.00
POSTAGE .50
#10058 C777 R02 115:28
DEC 24 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)
See Schedule "A" Attached.

"NOT SUBJECT TO RECORDATION TAX"

"LESSEE HAS THE OPTION TO PURCHASE AT END OF LEASE 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)

Carol P. Jones
(Signature of ~~XXXX~~) Lessee

CAROL P. JONES
Type or Print Above Name on Above Line

(Signature of ~~XXXXXX~~) Lessee

Type or Print Above Signature on Above Line

DOMINION LEASING CORPORATION

C. Fleming Kellam, Jr.
(Signature of ~~XXXXXXXX~~) Lessor

C. Fleming Kellam, Jr., Vice Pres.
Type or Print Above Signature on Above Line

1985 DEC 24 PM 3:45
E. AUSTIN COLLISON
CLERK

JKJ CHEVROLET, INC.

SCHEDULE "A"

LIBER - 493 PAGE 127

<u>QTY.</u>	<u>ITEM DESCRIPTION</u>
1	Onan Model 125, ODVD-15R/27833A, S/N F850766945 Diesel Engine Genset with the following modifications: F13 Duct Adapter H461 Engine Monitor H461 Signal Lights H421 Coolant Heater K1 Generator Panel K482 Circuit Breaker
1	Onan Model OTBCA600-4U/3101F, S/N F850766815 ATS 0155-2065-04 Silencer 0155-2103 Companion Flanges 0155-0777 Flexible Exhaust Pipe SFT25A 25 Gallon Day Tank w/Float Switch, Pump 0416-0848 (2) 12 Volt Starting Batteries 0416-0534 Battery Electrolyte 0416-0001 Battery Racks 0202-0001 Vibration Isolators
1	45KW 3P 60-208/208 NO-CB2
2	Battery Pack-45KW/5Min
1	Kit-Add Battery Cabinet
1	Top Entry Kit 45KW 3PH
1	Remote Monitor CRT Kit
1	Freight
31	UCT-200 CRT Terminals, S/N 40044, 40086, 40088, 60002, 60226, 80066, 80077, 100482, 101871, 101872, 101881, 101884, 150004, 150017, 150020, 150144, 150145, 150151, 150166, 150172, 150185, 150192, 150193, 150198, 350222, 350243, 450030, 450081, 450085, 450086, 450105
2	Report/Invoice Printers, S/N 50400, 76120
6	Mini-Printers, S/N 40026, 40032, 50322, 50324, 50335, 50364
2	Text Printers, S/N 204636, 626654
3	Bud Boxes
3	UCT 3274 Controllers (12) Port, S/N 7209, 7368, 7369

TIDER - 493 PAGE 130

259780

BOOK 3999 PAGE 008

RECORD FEE 27.00
POSTAGE .50
#19511 0237 801 T10:52
DEC 26 85

UNIFORM COMMERCIAL CODE

STATE OF ~~INDIANA~~ MARYLAND
FINANCING STATEMENT—FIXTURES

FORM UCC-1a

INSTRUCTIONS

1. Use this Form over Form UCC-1 or Form UCC-2 where the collateral is goods which are or are to become fixtures.
2. Submit this Form to the County Recorder where the land is located with the first three pages of Form UCC-1 or Form UCC-2 with the regular fee of \$5.00 plus \$.50, since this Form is used only where the collateral is or is to become fixtures. An extra charge of \$5.00 is imposed for an irregular form.
3. For further instructions see Form UCC-1 or Form UCC-2.

This Financing Statement is presented to Filing Officer for filing pursuant to the UCC:

1 Debtor(s) (Last Name First) and Address(es) RED ROOF INNS, INC. 4355 Davidson Road Hilliard, Ohio 43026	2 Secured Party(ies) and Address(es) THE INDIANA NATIONAL BANK c/o Indiana Mortgage Corp. 151 N. Delaware St., M960 Indianapolis, Indiana 46266	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 (also describe realty where collateral is crops or fixtures):

See Exhibits A and B attached hereto and made a part hereof.

5 Debtor's title to Realty connected with the title of:

Assignee of Secured Party

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if so)

- under a security agreement signed by debtor authorizing secured party to file this statement, or
- already subject to a security interest in another jurisdiction when it was brought into this state, or
- which is proceeds of the following described original collateral which was perfected:

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

Filed with: Secretary of State Recorder of Anne Arundel County, Maryland

RED ROOF INNS, INC.

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

THE INDIANA NATIONAL BANK

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

Approved by: [Signature]
Secretary of State

(1) Filing Officer Copy—Fixture Alphabetical (To be filed in Fixture Index)
FORM UCC-1a—INDIANA UNIFORM COMMERCIAL CODE



1985 DEC 26 AM 10:55

E. ANTHONY COLLISON

1985 DEC 26 AM 10:55

E. ANTHONY COLLISON
2709

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

The land referred to in this Commitment is described as follows: Anne Arundel County, Maryland
PARCEL I

Beginning for the same at a pipe previously set in the northeasterly line of Elkridge Landing Road (30' wide), said pipe being located South twenty-four degrees one minute thirty-eight seconds West one thousand four hundred ninety-three and sixty-three one hundredths feet (S. 24°-01'-38"W. 1493.63') South sixty-five degrees fifty-eight minutes twenty-two seconds East one hundred sixty-two and thirty-two one hundredths feet (S. 65°-58'-22"E. 162.32'), and South thirty-two degrees fifty-six minutes twenty-three seconds East two hundred thirty-eight and eighty-two one hundredths feet (S. 32°-56'-23"E. 238.82') from a stone previously set at the end of the first line of the land described in the deed from Lina A. Benson, et vir et al, to Dorothy G. Pfeiffer and Rudolph M. Pfeiffer, her husband, dated June 8, 1948, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 475, folio 168; thence from said beginning pipe running for a division line through the larger tract of which this is a part the following three courses and distances to wit: (1) North forty-seven degrees twenty-five minutes nineteen seconds East three hundred seventy and one one-hundredth feet (N. 47°-25'-19"E. 370.01') to a pipe previously set (2) South thirty-two degrees fifty-six minutes twenty-three seconds East two hundred thirty-eight and eighty-two one hundredths feet (S. 32°-56'-23"E. 238.82') to a pipe now set, and (3) South forty-seven degrees twenty-five minutes nineteen seconds West three hundred seventy and one one-hundredth feet (S. 47°-25'-19"W. 370.01') to a pipe now set in the northeasterly line of said Elkridge Landing Road; thence running along the northeasterly line of said Road North thirty-two degrees fifty-six minutes twenty-three seconds West two hundred thirty-eight and eighty-two one hundredths feet (N. 32°-56'-23"W. 238.82') to the place of beginning. Containing two acres, more or less (2.000Ac. ±).

Saving and excepting therefrom so much of said property as described in a Deed dated July 3, 1971 and recorded among the Land Records of Anne Arundel County in Liber MSH No. 2441, folio 124 between Edward Glenn, Jr. and Dorothy Glenn, his wife and Anne Arundel County, Maryland.

PARCEL II

Beginning for the second at a pipe now set at the end of the first line of the land described in the deed from Dorothy G. Pfeiffer and Rudolph M. Pfeiffer, her husband, to Morris Hayes and Viola T. Hayes, his wife, dated December 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber GTC No. 1174, folio 205, said pipe also marking the end of the second line of the land described in the Deed from Dorothy G. Pfeiffer and Rudolph M. Pfeiffer, her husband to Edward Glenn, Jr. and Dorothy Glenn, his wife dated June 10, 1957 and recorded as aforesaid in Liber GTC No. 1129, folio 311 and said pipe also marking the end of the third line of the land described in the Deed from Dorothy G. Pfeiffer and Rudolph M. Pfeiffer, her husband to Clifton D. Glenn and Annie Glenn, his wife, dated October 12, 1960 and recorded as aforesaid in Liber GTC No. 1431, folio 75, thence from said beginning pipe running, reversely, along the second line of the second above mentioned deed, being also along a portion of the fourth line of the third above mentioned deed north 32 degrees 56' 23", west 238.82 feet to a pipe previously set; thence running across the land described in the third above mentioned deed, north 47 degrees, 25', 19" east 185.01 feet to a pipe now set in the second line of said third deed; thence running along a portion of said second line south 32 degrees, 56', 23" east 238.82 feet to a pipe previously set at the end of said second line; thence running along the third line of said third above mentioned deed, south 47 degrees, 25', 19" west 185.01 feet to the place of beginning. Containing 1.000 acre of land, more or less.

EXHIBIT A

DESCRIPTION OF PROPERTY

0451F

All tangible personal property now or hereafter owned by Mortgagor and used or intended for use in constructing, furnishing and equipping of a motel facility located on the real estate described in Exhibit A attached hereto (the "Property"), as the same may be completed or enlarged from time to time, including, without limiting the generality of the foregoing, any and all buildings and improvements now or hereafter erected thereon, including, but not limited to, building materials and supplies stored on the Property, fixtures, attachments, appliances, equipment, machinery and other articles attached to said buildings and improvements (the "Improvements"), including all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, office air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtain lamps, chandeliers and other lighting fixtures and office maintenance and other supplies, but excluding, however, all televisions, telephone equipment and computer equipment leased by Mortgagor (hereinafter collectively called the "Personal Property"); and

All estate, interest, right, title and any other demand or claim, including demands or claims with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereafter acquire in any plans and specifications, construction contracts, construction management agreements, material purchase agreements, builder's and manufacturer's warranties or otherwise in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, Personal Property and Improvements, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages; together with all rents, issues, profits, royalties, income and other benefits derived from the Property, (collectively the "Rents"), subject to the right, power and authority hereinafter given to Mortgagor to collect and apply such Rents; together with all leasehold estate, right, title and interest of Mortgagor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature; together with all right, title and interest of Mortgagor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired; together with all interests, estate or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Property.

EXHIBIT B

mail To Chicago Interiors.

259781
LIBER - 493 PAGE 133

FINANCING STATEMENT NOT SUBJECT TO RECORDATION TAX

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

1. No. of additional sheets

Liber

Page

3. Secured Party(ies) and address(es)
Warnock Hersey International, Inc., 128 Rue Elmslie, Lasalle, Quebec H8R 1V8; (or) 539 Benfield Road, Severna Park, Md. 21146

2. Debtor(s) (Last Name First) and address(es)
The Rubicon Company
1122 Calumet Ave.
Calumet, MI 49913

RECORDED ON SEP 27, 1985 AT 10 12 AM
IN THE FINANCING RECORDS OF THE MD. ST. DEPARTMENT OF ASSESSMENTS AND TAXATION
ID # 52708129 RECEIPT # 065R2000057
LIBER 2151 FOLIO 11.00
RECORDING FEE 11.00
RECORDATION TAX * THIS SERVES AS YOUR RECEIPT *

4. Name and address(es) of assignee(s) (if any)
CHECK if applicable
5. Products of collateral are also covered.
6. Collateral was brought into this state subject to a security interest in another jurisdiction.

7. This financing statement covers the following types (or items) of property: The Specific Contract Rights and the Specific Rights to Accounts Receivable by DEBTOR arising from a certain Limited Assignment of Contract Rights of M.J. Electric Contract, dated the 15 day of July, 1985, and which Limited Assignment was executed on the 17 day of July, 1985, and gives the SECURED PARTIES the rights to receive .06¢ from each \$20.00 payment which is payable to DEBTOR by M.J. Electric pursuant to the July 15, 1985 Contract

RECORD FEE 11.00
POSTAGE .50
#08754 0055 R02 713-51
DEC 11 85

THE RUBICON COMPANY

BY: *Curt E. Niemila* V.P.

Signature(s) of Debtor(s)
Curt E. Niemila
SECRETARY OF STATE COPY

Warnock Hersey International Inc.

J-M. Vauclair V.P.

Signature of Secured Party or Assignee of Record
J-M. Vauclair

Order by Form B411 Rev. 1/80 From Doubleday Bros & Co., Kalamazoo, Mich. 49002 FINANCIAL PRINTERS

CALLAHAN, CALWELL & LAUDEMAN
ATTORNEY AT LAW
565 BALTO., ANNAPOLIS BLVD.
SEVERNA PK., MD. 21146

1985 DEC 11 PM 1:50

E. AUBREY COLLISON
CLERK

1/18/85

Mail to

11-22-85

File with Anne Arundel County

259703

LIBER - 493 PAGE 134

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 \$145,000.00. The Debtor certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s) Address(es)

Bay Country Investments,
a Maryland General Partnership
A. Barry Wilen, General Partner
Harvey Stein, General Partner
Robert Yulsman, General Partner

1000 West Street
Annapolis, Maryland 21401

6. Secured Party Address

First National Bank of Maryland

83 Forest Plaza
Annapolis, Maryland 21401
Atten.: Richard J. Shenos

RECORD FEE 18.00
POSTAGE .50
#19705 0237 RM 114#47
DEC 27 1965

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

10-27-65

1965 DEC 27 PM 2:39

MARSHALL COLLISON

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.

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:

SECURED PARTY:

Bay Country Investments, a
Maryland General Partnership

First National Bank of Maryland

By: [Signature]
H. Barry Wilen, General Partner

By: [Signature]
Richard J. Shenós, Vice President

[Signature]
Harvey Stein, General Partner

By: [Signature]
H. Barry Wilen, Attorney in Fact
for Harvey Stein

[Signature]
Robert Yulsman, General Partner

By: [Signature]
H. Barry Wilen, Attorney in Fact
for Robert Yulsman

SCHEDULE A

BEING KNOWN AND DESIGNATED as Lot 22R as shown on the plat of "Resubdivision of Lots 21, 22, and 23, Melrose Heights" which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book EAC 3746 at Plat 1. SAVING AND EXCEPTING that portion of property conveyed to the Mayor and Alderman of the City of Annapolis by Deed recorded in Liber 1430 at folio 230.

MWO--9



RETURN TO: M. WILLSON OFFUTT, IV, ESQ.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A
POST OFFICE BOX 868
ANNAPOLIS, MD 21404-0868

-3-

Mail to _____

LIBER - 493 PAGE 137
FINANCING STATEMENT

Debtor or Assignor Form

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal
Amount is \$ 24,000.00

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

Name of Debtor

Address

Hallmark Associates, Inc.

1000 West 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):

Altos Disc. Dr. computer with 3 Wyse terminals and 2 NEC Pen Writer Printers

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)

Hallmark Associates, Inc.

FARMERS NATIONAL
BANK OF MARYLAND

RECORD FEE 11.00
RECORD TAX 168.00
POSTAGE .50
#10414 0055 R02 110:13
DEC 30 85

BY

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE

Mail to ANNAPOLIS, MARYLAND 21401

1100
16800
21

1985 DEC 30 AM 10:09
F. J. HARRIS, CLERK

257701

LIBER - 493 PAGE 138

FINANCING STATEMENT

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

- 1. Name of Debtor: WILLIAM F. UTZ
Address: 724 Dill Road
Severna Park, Maryland 21146
- 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 4th, 1985 from Debtor to Admiral-Builders Savings and Loan Association, all property being located in the Third Assessment District of Anne Arundel County, State of Maryland, said property being known and designated as Lot No. 5 as shown on the Plat entitled, "BELLEVIEW ESTATES, Section I", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 62, folio 30.

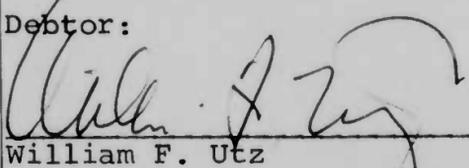
RECORD FEE 11.00
POSTAGE .50

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.

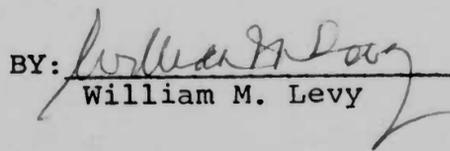
#19813 0237 R01 T11:02
DEC 30 85

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.

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

Debtor:

William F. Utz

Secured Party:
ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

BY: 
William M. Levy

1985 DEC 30 AM 11:12
 E. ADJUTANT CLERK
 ANNE ARUNDEL COUNTY

KARL M. LEVY
 WILLIAM M. LEVY
 ATTORNEYS
 FIDELITY BUILDING
 210 N. CHARLES ST.
 BALTIMORE, MD. 21201

~~PLEASE RECORDE IN THE FINANCING STATEMENTS RECORDS AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~

Mail to

1025

LIBER - 493 PAGE 139

THE LOMAS & NETTLETON COMPANY

FINANCING STATEMENT

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

DEBTOR: ROGERS, Jeffery V. & Maripat S.

PROPERTY ADDRESS: 977 St. Stephens Church Road
Gambrills, Maryland 21054

SECURED PARTY: The Lomas & Nettleton Company, its successors and assigns, 175
Orange Street, New Haven, Connecticut 06510.

MATURITY DATE OF OBLIGATION: January 1, 2001

THIS FINANCING STATEMENT COVERS THE FOLLOWING ITEMS OF PROPERTY:
Range/Oven, Refrig., Dishwasher, Clothes Washer, Dryer

RECORD FEE 12.00
POSTAGE .50
#10465 0040 R02 111:46
DEC 30 85

The above described items of property are affixed to a dwelling house located in Anne Arundel County Maryland. For a more particular description of the property, reference is hereby made to a Deed of Trust dated December 18, 1985, from Jeffery V. Rogers and Maripat S. Rogers to The Lomas & Nettleton Company which has been recorded among the land records of Anne Arundel County Maryland.

SECURED PARTY:

DEBTORS:

THE LOMAS & NETTLETON COMPANY

BY: [Signature]

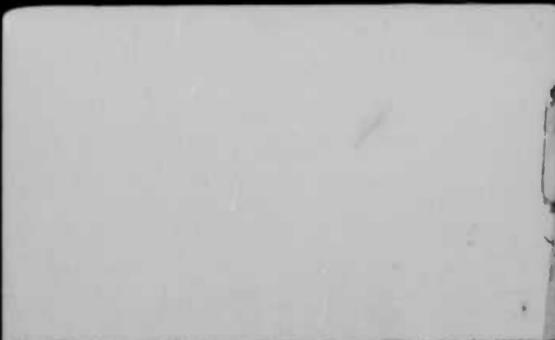
[Signature]
Maripat S. Rogers

Mail to Lomas & Nettleton

1985 DEC 30 AM 11:44

WILLIAM COLLISON
CLERK

12.00



050706

PART G
Page 4

LIBER - 493 PAGE 149

[] TO BE) [] SUBJECT TO) RECORDING TAX)
) RECORDED IN) ON PRINCIPAL)
 [X] NOT TO BE) LAND RECORDS [X] NOT SUBJECT TO) AMOUNT OF)
) \$ _)

FINANCING STATEMENT

1. Debtor(s) John M. & Marjorie M. Warren
 Name(s)
137 Boone Trail, Severna Park, MD 21146
 Address

2. Secured Party: Chesapeake I Limited Partnership, its successors and assigns
Suite 351, The World Trade Center
401 E Pratt Street
Baltimore, MD. 21202

3. Assignee:
Equitable Bank, N.A.
100 South Charles St.
Baltimore, MD. 21201

or

their successors or assigns

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

One (1) Unit(s) of limited partnership interest(s) in Chesapeake I Limited Partnership, a Maryland limited partnership and the proceeds and products thereof.

5. The above described property is not to be affixed to real property.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

DEBTOR(s):

SECURED PARTY:

Chesapeake I Limited Partnership by Chesapeake AgriServices, Inc., General Partner

J. M. Warren
 (Signature of Investor Limited Partner)

By: *Barry Burns*
 Barry Burns, President

RECORD FEE 12.00
 POSTAGE .50
 #10472 C345 R02 11:00
 DEC 30 85

1985 DEC 30 AM 11:50

1200

LIDER - 493 PAGE 141

John M. Warren
Type or Print Name and Title,
if applicable

Marjorie M. Warren
(Signature of Co-Investor
Limited Partner)

Marjorie M. Warren
Type or Print

ASSIGNEE:

Equitable Bank, N.A.

By: Duncan W. MacLean

Duncan W. MacLean, Vice President
Type or Print

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

Chesapeake I Limited Partnership
Suite 351, The World Trade Center
401 East Pratt Street
Baltimore, Maryland 21202

Mail to A

050707

PART G
Page 6

[] TO BE) INDEX - 493 PAGE 112) SUBJECT TO) RECORDING TAX)
) RECORDED IN)) ON PRINCIPAL)
 [X] NOT TO BE) LAND RECORDS [X] NOT SUBJECT TO)) AMOUNT OF)
))) \$

FINANCING STATEMENT

1. Debtor(s) Martin Braun III, M.D.
 Name(s) _____
53 Boone Trail, Severna Park, MD 21146
 Address _____
2. Secured Party: Chesapeake I Limited Partnership, its successors and assigns
 Suite 351, The World Trade Center
 401 East Pratt Street
 Baltimore, Maryland 21202
3. Assignee: Equitable Bank, National Association
 100 South Charles Street
 Baltimore, Maryland 21201

RECORD FEE 11.00
 POSTAGE .50
 #10473 0345 H02 112:01
 DEC 30 85

or

their successors or assigns

4. This Financing Statement covers the following types of property: (Describe)
 Two (2) Unit(s) of limited partnership interest(s) in Chesapeake I Limited Partnership, a Maryland limited partnership and the proceeds and products thereof.
5. The above described property is not to be affixed to real property.
6. Proceeds of collateral are covered.
7. Products of collateral are covered.

1985 DEC 30 AM 11:58
 E. ALPHRICK & SONS
 CLEAR

DEBTOR(s):

SECURED PARTY:

Chesapeake I Limited Partnership by Chesapeake AgriServices, Inc., General Partner

Martin Braun III
 (Signature of Investor Limited Partner)

By: Barry Burns
 Barry Burns, President

11-4
 S

STATEMENT OF AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed among the financing statement records of Anne Arundel County, Maryland, Identifying File No. 245293, in liber 456, folio 483, on December 7, 1982.

1. NAME AND ADDRESS OF DEBTOR:

ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Northwest and Calvert Streets
Annapolis, Maryland 21401

RECORD FEE 12.00
POSTAGE 50
#10479 0040 R02 T13:03
DEC 30 85

2. NAME AND ADDRESS OF SECURED PARTY:

FIRST AMERICAN BANK, N.A.
WASHINGTON, as Trustee
740 15th Street, N.W.
Washington, D.C. 20005
Attention: Kenneth A. Williams

3. The original Financing Statement referred to above is amended as follows:

(a) The words "the Secured Party" in Sections 3(d) and 3(e) of the original Financing Statement referred to above are deleted in their entirety and the words "Maryland National Bank, as original trustee" are inserted in their place.

(b) The words "the Secured Party" in the fourth line of Section 4 of the original Financing Statement referred to above are deleted in their entirety and the words "Maryland National Bank, as original trustee" are inserted in their place.



1985 DEC 30 PM 1:02

E. AUBREY COLLISON
CLERK

12.50

LIBER - 493 PAGE 145

DEPTOR:

ANNE ARUNDEL COUNTY, MARYLAND

By: _____ (SEAL)

RETURN TO:

MICHAEL S. SPEAS, ESQUIRE
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

SECURED PARTY:

FIRST AMERICAN BANK, N.A.,
WASHINGTON, as Trustee

By: Kenneth A. Williams (SEAL)

Kenneth A. Williams
Senior Vice PRESIDENT

Mail to kaw3(b)

493

145-A

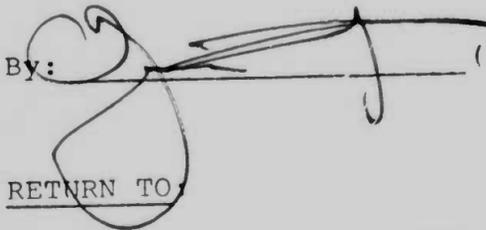
DEPTOR:

ANNE ARUNDEL COUNTY, MARYLAND

SECURED PARTY:

FIRST AMERICAN BANK, N.A.,
WASHINGTON, as Trustee

By:

 (SEAL)

By:

_____ (SEAL)

RETNRN TO

MICHAEL S. SPEAS, ESQUIRE
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

kaw3(b)



kaw3(v)

LIBER - 493 PAGE 146

STATEMENT OF ASSIGNMENT OF FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed among the financing statement records of Anne Arundel County, Maryland, Identifying File No. 245293, in liber 456, folio 483, on December 7, 1982.

1. NAME AND ADDRESS OF DEPTOR:

ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Northwest and Calvert Streets
Annapolis, Maryland 21401

RECORD FEE 10.00
POSTAGE .50
#10480 0040 102 113:03
DEC 30 85

2. NAME AND ADDRESS OF SECURED PARTY:

MARYLAND NATIONAL BANK, as Trustee
10 Light Street
Baltimore, Maryland 21202

3. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY:

FIRST AMERICAN BANK, N.A.,
WASHINGTON, as Trustee
740 15th Street, N.W.
Washington, D.C. 20005
Attention: Kenneth A. Williams

4. The Secured Party of record has assigned to the Assignee the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein.



1985 DEC 30 PM 1:02

E. AUBREY COLLISON
CLERK

kaw3(v)

LIDER - 493 PAGE 147

SECURED PARTY:
MARYLAND NATIONAL BANK,
as Trustee

By: *T. Adams* (SEAL)
Theodore F. Adams, Jr.
Assistant Vice President

RETURN TO:

MICHAEL S. SPEAS, ESQUIRE
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

Mail to

kaw3(s)

LIBER - 493 PAGE 148

STATEMENT OF ASSIGNMENT OF FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed among the financing statement records of Anne Arundel County, Maryland, Identifying File No. 245272, in liber 456, folio 439, on December 7, 1982.

1. NAME AND ADDRESS OF DEPTOR:

ARUNDEL VENTURE
7300 Ritchie Highway
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE .50
#10481 0040 R02 T13:04
DEC 30 85

2. NAME AND ADDRESS OF SECURED PARTY:

MARYLAND NATIONAL BANK, as Trustee
10 Light Street
Baltimore, Maryland 21061

3. NAME AND ADDRESS OF ASSIGNEE OF SECURED PARTY:

FIRST AMERICAN BANK, N.A.,
WASHINGTON, as Trustee
740 15th Street, N.W.
Washington, D.C. 20005
Attention: Kenneth A. Williams

4. The Secured Party of record has assigned to the Assignee the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein.

1985 DEC 30 PM 1:02

E. ANDREW COLLISON



10.00

kaw3(s)

LIBER - 493 PAGE 149

SECURED PARTY:

MARYLAND NATIONAL BANK,
as Trustee

By: *T. R. Adams, Jr.* (SEAL)

*Theodore R Adams, Jr.
Assistant Vice President*

RETURN TO:

MICHAEL S. SPEAS, ESQUIRE
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

Mail to _____



LIBER - 493 PAGE 150

STATEMENT OF AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed among the financing statement records of Anne Arundel County, Maryland, Identifying File No. 245272, in liber 456, folio 439, on December 7, 1982.

1. NAME AND ADDRESS OF DEBTOR:

ARUNDEL VENTURE
7300 Ritchie Highway
Glen Burnie, Maryland 21061

RECORD FEE 10.00
POSTAGE 50
#10482 0040 R02 113:04
DEC 30 85

2. NAME AND ADDRESS OF SECURED PARTY:

FIRST AMERICAN BANK, N.A.,
WASHINGTON, as Trustee
740 15th Street, N.W.
Washington, D.C. 20005
Attention: Kenneth A. Williams

3. The original Financing Statement referred to above is amended as follows:

The words "the Assignee" in the tenth line of Section 5 of the original Financing Statement referred to above are deleted in their entirety and the words "Maryland National Bank, as the original trustee" are inserted in their place.



RECEIVED
CLERK OF THE CIRCUIT COURT
ANNE ARUNDEL COUNTY

1985 DEC 30 PM 1:02

E. AUBREY COLLISON
CLERK

DEBTOR:

ARUNDEL VENTURE

By: *W. T. Azar* (SEAL)

WILFRED T. AZAR
GENERAL AGENT
RETURN TO:

SECURED PARTY:

FIRST AMERICAN BANK, N.A.,
WASHINGTON, as Trustee
as Trustee

By: *Kenneth A. Williams* (SEAL)

Kenneth A. Williams
Senior Vice President

MICHAEL S. SPFAS, ESQUIRE
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

Mail to

kaw3(j)

187278
FS records

250700

LIBER - 493 PAGE 152
FINANCING STATEMENT

NOT SUBJECT TO
RECORDATION TAX

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

1. NAME AND ADDRESS OF DEBTOR: ANNE ARUNDEL COUNTY
44 Calvert Street
Arundel Center
Annapolis, Maryland 21404
Attention: Director of Administration
2. NAME AND ADDRESS OF SECURED PARTY: MERCANTILE-SAFE DEPOSIT TRUST COMPANY
2 Hopkins Plaza
Baltimore, Maryland 21201
Attention: Corporate Trust Department
3. This Financing Statement covers the following types (or items) of property:

(a) All right, title and interest of the Debtor in and to, and remedies against, any moneys and letters of credit held under the Trust Indenture dated as of December 1, 1985 between the Debtor and the Secured Party (the "Indenture"), including the proceeds of the Debtor's Anne Arundel County, Economic Development Revenue Bonds, Series 1985 (FHA-Insured Mortgage Loan - The Regency Club II Facility), dated as of December 1, 1985, in the aggregate principal amount of \$5,940,000 (the "Bonds") and the interest, profits and other income derived from the investment thereof.

(b) All right, title and interest of the Debtor in and to, and remedies under, the Bond Insurance Policy (as defined in the Indenture), the Loan Agreement (the "Loan Agreement") dated as of December 1, 1985 between the Debtor, Secured Party and Regency Club II Limited Partnership, a Maryland limited partnership (the "Owner"), the Deed of Trust Note dated December 23, 1985 from the Owner to the Secured Party in the amount of \$5,446,000, and the security therefor (including without limitation, a Deed of Trust dated December 23, 1985 from the Owner to Thomas A. Summerlin and L. Sandra Despeaux, trustees), including all Federal Housing Administration or casualty insurance benefits or condemnation awards payable with respect thereto and any interest, profits and other income derived from the investment thereof.

RECORD FEE
POSTAGE

13
.50

#19816 0055 R01 111-10
EC 30 85

1300
30



(c) All right, title and interest of the Debtor in and to, and remedies under, the Building Loan Agreement, the other FHA Loan Documents, and the Supplemental Regulatory Agreement (as those terms are defined in the Indenture).

(d) All funds, moneys and securities and any and all other rights and interest in property whether tangible or intangible, from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the Debtor or by anyone on its behalf or with its written consent to the Secured Party.

However, under the Indenture the Debtor retains (a) its rights to the payment of taxes, sewer or water rents and any other dues, charges levies on or relating to the Facility and (b) any rights which the Debtor or its officers, agents or employees may have under the Indenture and the Loan Agreement to indemnification by the Owner and by any other persons and to payments for expenses incurred by the Debtor, its officers, agents and employees, and all enforcement remedies with respect thereto.

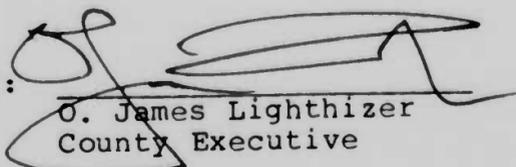
4. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Indenture, entered into as security for the Bonds, which are issued pursuant to the Maryland Economic Development Revenue Bond Act, Sections 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland (the "Act").

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

Debtor:

ANNE ARUNDEL COUNTY,
MARYLAND

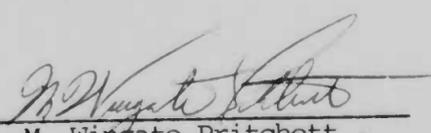
By:


O. James Lighthizer
County Executive

Secured Party:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY

By:


M. Wingate Pritchett,
Assistant Corporate
Trust Officer

LIBER - 493 PAGE 154

- 3 -

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

Lawrence O. Snead, III, Esquire
Dow, Lohnes & Albertson
1255 Twenty-Third Street, N.W.
Suite 500
Washington, D.C. 20037

Mail to ~~_____~~

FINANCING STATEMENT

TO BE RECORDED AT:

- (1) ~~Maryland State Department of Assessments and Taxation - Financing Statement Records~~
 (2) ~~Circuit Court for Howard County - Financing Statement Records~~
 (3) ~~Circuit Court for Prince George's County - Financing Statement Records~~
 (4) Circuit Court for Anne Arundel County - Financing Statement Records
 (5) ~~Circuit Court for Howard County - Land Records~~

NOT SUBJECT TO
RECORDATION TAX

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

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. NAMES AND ADDRESSES
OF DEBTOR: | HENRY F. FREDERICK and
CHARLINE M. FREDERICK, as
tenants by the entirety, and
JACK D. GUERTIN and
DOROTHY V. GUERTIN, as
tenants by the entirety, all
as tenants in common
(collectively, the "Borrower") |
| 2. NAME AND ADDRESS
OF SECURED PARTY: | HOWARD COUNTY, MARYLAND
George Howard Building
3430 Court House Drive
Ellicott City, Maryland 21043
RECORDING FEE 24.00 |
| 3. NAME AND ADDRESS
OF ASSIGNEE: | THE CITIZENS NATIONAL BANK
390 Main Street
Laurel, Maryland 20707
Attn: Jack E. Thomas
STAGE .50
#19940 0055 ROL TOP:12
DEC 31 1985 |
| 4. This Financing Statement covers the following types (or items) of property: | |
| (a) The interest of the Debtor in all building materials, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever, including (without limitation) the Equipment | |

(but not including (i) inventory or work in process, or (ii) consumable goods or trade fixtures or other personal property owned by any tenants occupying all or any portion of the Real Property, as defined below) now or hereafter located or contained in or upon or attached to, the real property located at 8290 Patuxent Range Road, in Jessup, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and the improvements thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real Property, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, together with all alterations, additions, accessions, and improvements thereto, substitutions therefor and renewals and replacements thereof (collectively, the "Equipment Collateral"), and all Proceeds (hereinafter defined) thereof. The Real Property is also described in a certain Deed of Trust dated December 30, 1985 (the "Closing Date"), between the Debtor and Martin A. Sharpless and Donald E. Shaffrey, trustees (the "Deed of Trust"). The Debtor is a record owner of the Real Property.

(c) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment Collateral or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment Collateral or any part thereof.

(d) The interest of the Debtor in any and all payments, Proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(e) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Real Property or the Equipment Collateral, or arising from the use or

enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto.

(f) All right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases including, without limitation, any lease between the Borrower and the Facility User of the Real Property or the Equipment Collateral, or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts and general intangibles growing out of or in connection with such leases and subleases, together with all Proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

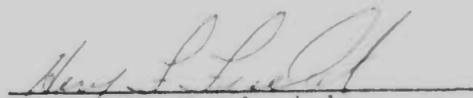
5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust and under and pursuant to the Loan and Financing Agreement dated the Closing Date (the "Financing Agreement"), by and among the Secured Party, the Debtor and the Assignee, as security for the loan made by the Secured Party to the Debtor under and pursuant to the Financing Agreement. Such security interest has been assigned by the Secured Party to the Assignee under the Financing Agreement as security for the Secured Party's

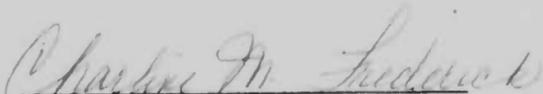
Howard County, Maryland Economic Development Revenue Bond (Frederick Industries, Inc. Facility), 1985 Series (the "Bond"), which Bond does not constitute an indebtedness or charge against the general credit or taxing powers of the Secured Party, and does not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:

Secured Party:


Henry F. Frederick

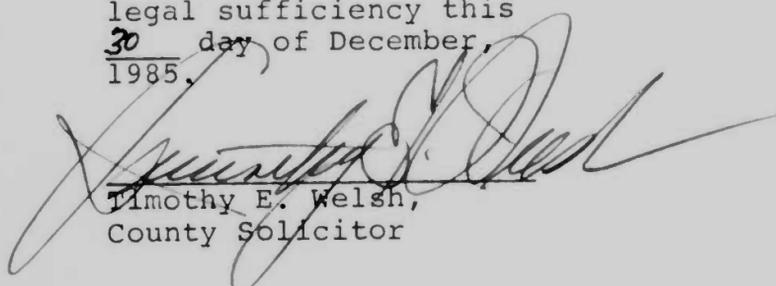
HOWARD COUNTY, MARYLAND
By 
William E. Eakle,
Acting County Executive


Charline M. Frederick


Jack D. Guertin


Dorothy V. Guertin

Approved as to form and
legal sufficiency this
30 day of December,
1985.


Timothy E. Welsh,
County Solicitor

Filing Officer: Return to: Jeffrey C. Palkovitz, Esquire
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202

LIBER - 493 PAGE 159

EXHIBIT A

DESCRIPTION OF THE LAND

BEING KNOWN AND DESIGNATED as Parcel "A" in Block "E", as shown on the plat entitled "BALTIMORE-WASHINGTON INDUSTRIAL PARK" and recorded among the Land Records of Howard County, Maryland in Plat Book 18, folio 88, and, lying in the Sixth Election District of Said County.

Mail to Jeffrey C Balkovitz

250702

LIBER - 493 PAGE 160

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 25,000.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Schilder & Capozzoli, MD, P.A.	25 Shaw 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 equipment now owned or hereafter acquired and all proceeds (cash & non-cash) of such equipment including but not limited to 1 Multi 4 channel EMG, # 1885024, 1 Hard Disk Subsystem Computer # 5508, (including remote keyboard & color monitor) and 1 Epson Matrix Printer # 062740.

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

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

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

1985 DEC 31 AM 9:20
 E. ADRIAN COLLISON
 CLERK

Debtor (or Assignor)

Schilder & Capozzoli, MD, P.A.

BY *Nicholas A. Capozzoli*
Cete Schilder

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY *Luan Cohen*

RECORD FEE 11.00
 RECORD TAX 175.00
 POSTAGE .50
 #19941 0055 001 TOP:21
 DEC 31 85

Type or print names under signatures

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

Mail to _____

1100
17500
D

190535
FS records

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 Conventional Deed of Trust securing a debt in the principal amount of \$2,000,000 or so much thereof as may be advanced to which instrument all required documentary stamps have been affixed.

NAME AND ADDRESS OF DEBTOR:

McCormick Properties, Inc.
11011 McCormick Road
Hunt Valley, Maryland, 21031

NAME AND ADDRESS OF SECURED PARTY:

The First National Bank of Maryland
Commercial Real Estate Division
25 South Charles Street
Baltimore, Maryland 21202

NAME AND ADDRESS OF TRUSTEES:

Patricia A. Brian and
Anna M. Marcellino
The First National Bank of Maryland
Corporate Trust Department
25 South Charles Street
Baltimore, Maryland 21202

RECORD FEE 25.00
POSTAGE .50

1. This Financing Statement covers the following items of property:

A. The interest of the Debtor in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever 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 and buildings 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 Conventional Deed of Trust dated December __, 1985 by the Debtor to Patricia A. Brian and Anna M. Marcellino, trustees (the "Conventional Deed of Trust"). (The Land, Land Improvements and Equipment Collateral being

#1707 CUSO ROL T10:29
DEC 31 85

250
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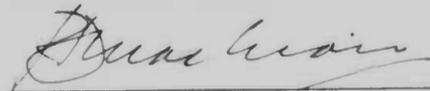
referred to collectively hereinafter as the "Property").

- 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 Conventional 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 Conventional 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 Conventional 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 Conventional Deed of Trust, recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Conventional Deed of Trust constituting the security agreement to this secured transaction.

Dated: December 26, 1985

DEBTOR SIGNATURE:

MCCORMICK PROPERTIES, INC.



Randall D. MacCuaig, Vice President

SECURED PARTY SIGNATURES:

THE FIRST NATIONAL BANK
OF MARYLAND

By 

Rodger S. Nesbitt,
Vice President

Filing Officer:

After recordation, please return to:

Ernest G. Wilson
Shapiro and Olander, P.A.
36 S. Charles Street
Suite 2000
Baltimore, MD 21201

AA10-W.20:10:03:12/19/85:42308-017

12/3/85
RK/ss

PROPERTY TO BE ACQUIRED BY
MCCORMICK PROPERTIES, INC.
FIFTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe found on the South side of Dorsey Road, Maryland Route 176, 40 feet wide, said pipe marking the Northwest property corner of a conveyance from Carl H. Stewart, Jr. to Rita E. Digiulian recorded among the Land Records of Anne Arundel County, Maryland in Liber 3952, Folio 68, thence binding on the West property line of said conveyance and referring the courses of this description to the Maryland State Grid Meridian and as now surveyed,

(1) South 01 degrees 09 minutes 54 seconds East 650.50 feet to an iron pipe found, thence binding on the South boundary line of said conveyance,

(2) North 88 degrees 50 minutes 05 seconds East 224.29 feet to an iron pipe found, thence binding on part of the West boundary line of Lot 2 of a subdivision entitled Friendship Airpark plat recorded among the plat records of Anne Arundel County, Maryland in Plat Book 76, Page 35,

(3) South 01 degrees 11 minutes 44 seconds East 659.65 feet to a concrete monument found, thence binding on the West property lines of the conveyance from John L.A. Jones, agent to Augustus Watts, dated April 19, 1881 and recorded among the aforesaid Land Records of in Liber S.H. 17, Folio 364, the three (3) following bearings and distances,

(4) South 84 degrees 54 minutes 34 seconds West 8.30 feet to an iron pipe found, thence

(5) South 43 degrees 28 minutes 29 seconds West 409.11 feet to an iron pipe found, thence

197/43

Page two

(6) South 10 degrees 02 minutes 54 seconds East 1383.34 feet to an iron pipe found, thence binding on the North boundary lines of lots 172, 156, 132, and 108 as shown on the subdivision plat entitled Plat 2 of Parran Heights recorded among the aforesaid Plat Records in Plat Book 4, Folio 10,

(7) North 88 degrees 12 minutes 54 seconds West 629.22 feet to a stone found thence binding on the North boundary line of part of the Bertha Johnson property as shown on a subdivision plat entitled Part of Bertha Johnson Property recorded among the aforesaid Plat Records in Plat Book 30, Folio 79,

(8) North 87 degrees 57 minutes 23 seconds West 517.88 feet to an iron pipe set and passing over an iron pipe found 274.76 feet from the beginning of said line, thence binding reversely on part of the South 25 degrees 50 minutes West 801.50 foot line of a deed of conveyance from Strawman, Inc. to Gladys and Harold Gaither recorded among the aforesaid Land Records in Liber 855, Folio 190,

(9) North 17 degrees 45 minutes 45 seconds East 313.25 feet to an iron pipe found, thence binding reversely on part of the South 62 degrees 51 minutes East 283.50 foot line of the last mentioned conveyance,

(10) North 71 degrees 46 minutes 42 seconds West 165.00 feet to an iron pipe set thence binding reversely on part of the South 19 degrees 59 minutes 18 seconds East 2345.02 foot line, the East boundary line of the Maryland State Roads Commission property by deed of conveyance from Herbert L. and Virginia W. Cohen et al to the State of Maryland, to the use of the

State Roads Commission of Maryland recorded among the aforesaid Land Records in Liber 1332, Folio 188, also see State Roads Commission Plat No. 22778,

(11) North 20 degrees 15 minutes 00 seconds West 1899.90 feet thence binding reversely on the Third or South 71 degrees 10 minutes 25 seconds West 200.00 foot line and reversely on the Second or South 18 degrees 49 minutes 35 seconds East 424.88 foot line of the conveyance from Carl H. and Freda L. Stewart to Col. Harry L. Cooper, Post No. 160 Veterans of Foreign Wars of the United States recorded among the aforesaid Land Records in Liber 1216, Folio 330,

(12) North 69 degrees 45 minutes 00 seconds East 200.00 feet to a pipe set thence,

(13) North 20 degrees 15 minutes 00 seconds West 424.88 to a pipe set on the South side of Dorsey Road, 40 feet wide, thence binding on the South existing right-of-way line of Dorsey Road the three (3) following bearings and distances

(14) North 77 degrees 03 minutes 33 seconds East 1091.75 feet, thence,

(15) With a curve to the right having a radius of 3063.00 feet an arc length of 359.46 feet and being subtended by a chord North 80 degrees 25 minutes 16 seconds East 359.25 feet, thence

(16) North 83 degrees 41 minutes 39 seconds East 204.77 feet to the point of beginning,

Page four

LIBER - 493 PAGE 167

CONTAINING 92.580 acres of land, more or less,

BEING part of that parcel of land conveyed by deed from Rosie C. Kelly to Carl H. and Freda L. Stewart recorded among the aforesaid Land Records in Liber F.S.R. 105, Folio 398 dated October 21, 1932,

SUBJECT to two 10 foot wide utility easements on the South side of Dorsey Road as shown on Anne Arundel County, Maryland Department of Public Works Plat recorded among the Land Records of Anne Arundel County in Liber 2206, Folio 583-586

Mail to First Natl Bank of Md.

197/46

190535
FS records

(2)

LIBER - 493 PAGE 168 259795

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

- 1. Debtor: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21404
- 2. Secured Party: THE FIRST NATIONAL BANK OF MARYLAND
Commercial Real Estate Division
25 S. Charles Street
Baltimore, Maryland 21202
Attn: Rodger S. Nesbitt

1985 DEC 31 AM 10:29
RECORDS SECTION

- 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 Second Deed of Trust between the Borrower and Patricia A. Brian and Anna M. Marcellino, as trustees, dated as of the date of the Financing Agreement, (c) the Assignment of Leases, Rents and Income by the Borrower dated as of the date of the Financing Agreement, (d) 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, (e) 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

RECORD FEE 11.00
POSTAGE .50
#1985 0055 R01 T10:30
DEC 31 85

- 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 26, 1985 (the "Financing Agreement") by and among the Debtor, the Secured Party, McCormick Properties, Inc., a Maryland corporation (the "Borrower"), relating to the Debtor's Anne Arundel County, Maryland Industrial Development Revenue Bond (McCormick Properties, Inc. Project), 1985 Series, in the principal amount of \$4,300,000 (the "Bond"), issued and sold pursuant to and in accordance with the Maryland Economic

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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 94 acres; (b) construction of improvements including roads, utilities, water lines but not buildings and (c) the construction and acquisition of other necessary or desirable facilities for twelve (12) subdivided commercial/industrial building lots, all located on the south side of Dorsey Road between Camp Meade Road and Maryland Route 3 in Anne Arundel County, Maryland. The Bond and the interest thereon do not constitute an indebtedness or a charge against the general credit or taxing powers of the Debtor within the meaning of any constitutional or charter provision or statutory limitation, and shall not ever constitute or give rise to any pecuniary liability of the Debtor.

Debtor:

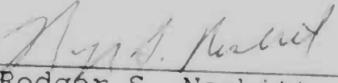
ANNE ARUNDEL COUNTY, MARYLAND



O. James Lighthizer
County Executive

Secured Party:

THE FIRST NATIONAL BANK OF
MARYLAND

By: 
Rodger S. Nesbitt,
Title: Vice President

Please return to: Ernest G. Wilson, Esquire
Shapiro and Olander
36 S. Charles Street, Suite 2000
Baltimore, Maryland 21201

AA10-w.5
24:06:12/20/85
42308-017

Mail to 

190535
FS records

259736

3

LIBER - 493 PAGE 170
FINANCING STATEMENT

NOT SUBJECT TO
RECORDATION TAX

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

- 1. NAME AND ADDRESS OF DEBTOR: MCCORMICK PROPERTIES, INC.
11011 McCormick Road
Hunt Valley, Maryland 21031
- 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: THE FIRST NATIONAL BANK
OF MARYLAND
Commercial Real Estate Division
25 South Charles Street
Baltimore, Maryland 21202
Attn: Rodger S. Nesbitt

1905 DEC 31 AM 10:23

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

RECORD FEE 29.00
POSTAGE .50

(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 and buildings 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 or 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 Second Deed of Trust dated as of December 26, 1985 by the Debtor to Patricia A. Brian and Anna M. Marcellino, trustees (the "Deed of Trust"). (The Land, Land Improvements and Equipment Collateral being referred to collectively hereinafter as the "Property").

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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 as of December 26, 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 (McCormick Properties, Inc. Project), 1985 Series, dated as of December 26, 1985, in the principal amount of \$4,300,000 (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 against the general credit or taking powers of the Secured Party within the meaning of any constitutional or charter provision or statutory limitation, and do not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:

MCCORMICK PROPERTIES, INC.

By: *Randall D. MacCuaig*
Randall D. MacCuaig, Vice President

Secured Party:

ANNE ARUNDEL COUNTY, MARYLAND

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

Assignee:

THE FIRST NATIONAL BANK
OF MARYLAND

By: *Rodger S. Nesbitt*
Rodger S. Nesbitt
Title: Vice President

Please Return to: Ernest G. Wilson, Esquire
Shapiro and Olander
Suite 2000 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

AA10-w.6
24:05:12/20/85
42308-017

EXHIBIT A

LIBER - 493 PAGE 173

12/3/85
RK/ss

PROPERTY TO BE ACQUIRED BY
MCCORMICK PROPERTIES, INC.
FIFTH DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at an iron pipe found on the South side of Dorsey Road, Maryland Route 176, 40 feet wide, said pipe marking the Northwest property corner of a conveyance from Carl H. Stewart, Jr. to Rita E. Digiulian recorded among the Land Records of Anne Arundel County, Maryland in Liber 3952, Folio 68, thence binding on the West property line of said conveyance and referring the courses of this description to the Maryland State Grid Meridian and as now surveyed,

(1) South 01 degrees 09 minutes 54 seconds East 650.50 feet to an iron pipe found, thence binding on the South boundary line of said conveyance,

(2) North 88 degrees 50 minutes 05 seconds East 224.29 feet to an iron pipe found, thence binding on part of the West boundary line of Lot 2 of a subdivision entitled Friendship Airpark plat recorded among the plat records of Anne Arundel County, Maryland in Plat Book 76, Page 35,

(3) South 01 degrees 11 minutes 44 seconds East 659.65 feet to a concrete monument found, thence binding on the West property lines of the conveyance from John L.A. Jones, agent to Augustus Watts, dated April 19, 1881 and recorded among the aforesaid Land Records of in Liber S.H. 17, Folio 364, the three (3) following bearings and distances,

(4) South 84 degrees 54 minutes 34 seconds West 8.30 feet to an iron pipe found, thence

(5) South 43 degrees 28 minutes 29 seconds West 409.11 feet to an iron pipe found, thence

197/43

(6) South 10 degrees 02 minutes 54 seconds East 1383.34 feet to an iron pipe found, thence binding on the North boundary lines of lots 172, 156, 132, and 108 as shown on the subdivision plat entitled Plat 2 of Parran Heights recorded among the aforesaid Plat Records in Plat Book 4, Folio 10,

(7) North 88 degrees 12 minutes 54 seconds West 629.22 feet to a stone found thence binding on the North boundary line of part of the Bertha Johnson property as shown on a subdivision plat entitled Part of Bertha Johnson Property recorded among the aforesaid Plat Records in Plat Book 30, Folio 79,

(8) North 87 degrees 57 minutes 23 seconds West 517.88 feet to an iron pipe set and passing over an iron pipe found 274.76 feet from the beginning of said line, thence binding reversely on part of the South 25 degrees 50 minutes West 801.50 foot line of a deed of conveyance from Strawman, Inc. to Gladys and Harold Gaither recorded among the aforesaid Land Records in Liber 855, Folio 190,

(9) North 17 degrees 45 minutes 45 seconds East 313.25 feet to an iron pipe found, thence binding reversely on part of the South 62 degrees 51 minutes East 283.50 foot line of the last mentioned conveyance,

(10) North 71 degrees 46 minutes 42 seconds West 165.00 feet to an iron pipe set thence binding reversely on part of the South 19 degrees 59 minutes 18 seconds East 2345.02 foot line, the East boundary line of the Maryland State Roads Commission property by deed of conveyance from Herbert L. and Virginia W. Cohen et al to the State of Maryland, to the use of the

State Roads Commission of Maryland recorded among the aforesaid Land Records in Liber 1332, Folio 188, also see State Roads Commission Plat No. 22778,

(11) North 20 degrees 15 minutes 00 seconds West 1899.90 feet thence binding reversely on the Third or South 71 degrees 10 minutes 25 seconds West 200.00 foot line and reversely on the Second or South 18 degrees 49 minutes 35 seconds East 424.88 foot line of the conveyance from Carl H. and Freda L. Stewart to Col. Harry L. Cooper, Post No. 160 Veterans of Foreign Wars of the United States recorded among the aforesaid Land Records in Liber 1216, Folio 330,

(12) North 69 degrees 45 minutes 00 seconds East 200.00 feet to a pipe set thence,

(13) North 20 degrees 15 minutes 00 seconds West 424.88 to a pipe set on the South side of Dorsey Road, 40 feet wide, thence binding on the South existing right-of-way line of Dorsey Road the three (3) following bearings and distances

(14) North 77 degrees 03 minutes 33 seconds East 1091.75 feet, thence,

(15) With a curve to the right having a radius of 3063.00 feet an arc length of 359.46 feet and being subtended by a chord North 80 degrees 25 minutes 16 seconds East 359.25 feet, thence

(16) North 83 degrees 41 minutes 39 seconds East 204.77 feet to the point of beginning,

Page four

LIBER - 493 PAGE 176

CONTAINING 92.580 acres of land, more or less,
BEING part of that parcel of land conveyed by deed from Rosie C. Kelly
to Carl H. and Freda L. Stewart recorded among the aforesaid Land Records
in Liber F.S.R. 105, Folio 398 dated October 21, 1932,

SUBJECT to two 10 foot wide utility easements on the South side of
Dorsey Road as shown on Anne Arundel County, Maryland Department of Public
Works Plat recorded among the Land Records of Anne Arundel County in Liber
2206, Folio 583-586

197/46

Mail to Fruit Retail Bank

250797

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) December 29, 2000

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Allen Limited Partnership		214 Wight Avenue	Cockeysville	Maryland 21030

Name of Secured Party or assignee	No.	Street	City	State
The National Bank of Washington		4340 Conn. Ave., N.W.	Wash., D.C.	20008

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 made a part hereof.

MIP

1995 DEC 31 PM 1:21

E. M. H. COLLISON

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.....

18.00

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DEC 31 85

Debtor(s) or assignor(s)	The National Bank of Washington and/or
ALLEN LIMITED PARTNERSHIP	Federal Home Loan Mortgage Corp. (Seal)
BY:	(Corporate, Trade or Firm Name)
LEONARD O. GERBER	<i>[Signature]</i>
GENERAL PARTNER	Signature of Secured Party or Assignee

<i>Leonard O Gerber</i>	<i>Senior Vice President National Bank of Washington</i>
(Type or print name under signature)	(Owner, Partner or Officer and Title)
	(Signatures must be in ink)

1800
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All fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants and fixtures and appurtenances thereto; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with said property (or the leasehold estate in the event this Instrument is on a leasehold) are herein referred to as the "Property".

The property hereinabove described is affixed to the real estate described on Schedule "B" attached hereto and incorporated herein by reference.

Schedule "A"

BEGINNING FOR THE FIRST THEREOF, being known and designated as Lots Nos. 48, 49, 66, 67, 68 and 69 on the Plat entitled "Land near Camp Parole Subdivided for R. L. Moss", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod 2, Plat 9, formerly recorded in Plat Book F.S.R. No. 3, folio 37, now Plat Book 8, folio 25.

BEGINNING FOR THE SECOND THEREOF, at a point which marks the northwesternmost corner of that conveyance from James and Angela H. Gomoljak to Elmer and Maude Queen by Deed dated November 14, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1168, folio 437; said point also marks the northwesternmost corner of Lot No. 70, all as shown on a plat entitled "Land Near Camp Parole, Subdivided for R.L. Moss", recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 25; thence from the point of beginning so fixed and binding on the south side of a 30-foot road, and binding on the north outline of Lots 70 through 80, inclusive, all as shown on the aforementioned plat, south 87 degrees 57 minutes 30 seconds east 468.14 feet; thence leaving the south side of said 30-foot road and binding on the west side of a second 30-foot road and binding on the east outline of Lot 80, south 2 degrees 02 minutes 30 seconds west 150.00 feet; thence leaving said second mentioned 30 foot road, and binding on the south outline of Lots 70 through 80, inclusive, north 87 degrees 57 minutes 30 seconds west 450.00 feet to intersect the east side of a third 30-foot road; thence, binding on the west outline of Lot 70 and binding on the east side of said third mentioned 30-foot road, the following two courses and distances, north 21 degrees 47 minutes 10 seconds west 49.01 feet; thence north 2 degrees 57 minutes 00 seconds east 105.17 feet to the point of beginning; containing 1.605 acres of land, more or less, within the bounds of this description. Being also all of Lots 70 through 80, inclusive, all as shown on the Plat entitled "Land Near Camp Parole, subdivided for R. L. Moss", and recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 25.

BEGINNING FOR THE THIRD THEREOF, at a point which marks the northwesternmost corner of the 0.24 acres, more or less, parcel described in that conveyance from James and Angela H. Gomoljak to Elmer and Maude Queen by deed dated November 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1168, folio 437; said point of beginning also marks the northwesternmost corner of Lot No. 81, as shown on plat entitled "Land Near Camp Parole, Subdivided for R. L. Moss", and recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 25; thence from the point of beginning so fixed and binding on the south side of the 30-foot road, as shown on said plat, and binding on the north outline of said Lot No. 81, south 87 degrees 57 minutes 30 seconds east 119.65 feet; thence leaving said road and binding on the southeast outline of said Lot 81 south 36 degrees 21 minutes 15 seconds west 212.07 feet; said last mentioned point marks the southernmost boundary of said Lot 81; thence, binding on the east side of another 30-foot road, and binding on the west boundary of said Lot 81, all as shown on the aforementioned plat, north 2 degrees 02 minutes 30 seconds east 175.08 feet to the point of beginning; containing 0.24 acres of land, more or less, within the bounds of this description. Being also all of Lot No. 81, as shown on the plat entitled "Land Near Camp Parole, Subdivided for R. L. Moss" above referred to.

BEGINNING FOR THE FOURTH THEREOF, at a point which marks the end of the fifteenth or north 21 degrees 47 minutes 10 seconds west 253.34 foot line described in that conveyance from William G. Meredith and Iris K. Meredith, his wife, to Fred W. Bausum and Florence B. Bausum,

his wife, by Deed dated December 12, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 728, folio 387, thence from the point of beginning so fixed and binding on the outlines of said conveyance to Bausum the following three courses and distances: south 87 degrees 57 minutes 30 seconds east 512.80 feet, thence south 02 degrees 02 minutes 30 seconds west 25.08 feet, said last mentioned point marks the southernmost boundary of Lot No. 81 as shown on the Plat entitled, "Land Near Camp Parole Subdivided for R. L. Moss", recorded among the Plat Records of Anne Arundel County in Plat Book No. 8, folio 25; thence still binding on said outline and binding on part of the southeasternmost outline of said Lot 81, north 36 degrees 21 minutes 15 seconds east 51.08 feet; thence leaving said Lot 81 and leaving said outline and running for a line of division as now established, south 58 degrees 29 minutes 10 seconds east 117.33 feet to intersect the northwesternmost right of way line of a 50 foot easement and right of way previously established, thence binding on the northwesternmost right of way line of said 50 foot easement and right of way, the following two courses and distances; south 32 degrees 03 minutes 40 seconds west 37.95 feet, thence south 45 degrees 55 minutes 20 seconds west 396.04 feet to intersect the southwesternmost right of way line of a 10 foot utility right of way previously established; thence leaving said 50 foot easement and right of way and binding on the right of way line of said 10 foot utility easement, the following two courses and distances; north 33 degrees 12 minutes 35 seconds west 214.54 feet, thence south 70 degrees 28 minutes 30 seconds west 133.41 feet to intersect the prolongation reversely of the aforementioned fifteenth or 253.34 foot line; thence leaving the said utility right of way and binding on the said fifteenth line, north 21 degrees 47 minutes 10 seconds west 254.78 feet to the point of beginning. Containing 3 acres of land, more or less, within the bounds of this description according to a survey and plat made by James D. Hicks, County Surveyor, dated September 16, 1966.

TOGETHER WITH AND SUBJECT to the use of an access area, in common with others entitled thereto, running across the southernmost corner of the property hereinabove described, which right of way for access is described as follows, that is to say:

BEGINNING for the same at a point which marks the end of the sixth or south 45 degrees 55 minutes 20 seconds west 396.04 foot line of the hereinabove described 3 acre parcel; thence from the point of beginning so fixed, leaving said sixth line and binding on part of the seventh line, north 33 degrees 12 minutes 35 seconds west 75 feet; thence leaving said seventh line and running for a line of division as now established, south 66 degrees 48 minutes 30 seconds east 79.86 feet to intersect the aforementioned sixth line; thence binding on part of said sixth line, south 45 degrees 55 minutes 20 seconds west 45 feet to the point of beginning.

Mail to Manis, Williams, Sunde
 &
 Gelchert

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

3 Maturity date (if any): N/A

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

Allen Limited Partnership
214 Wight Avenue
Cockeysville, Maryland 21030

2 Secured Party(ies) and address(es)

The National Bank of Washington
4340 Connecticut Avenue, N.W.
Washington, D.C. 20008

(Date)

LIBER - 493 PAGE 181

4 This statement refers to original Financing Statement No. _____

Dated December 29, 19 85

Date filed: _____, 19 _____ Filed with _____

- 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. See Schedule "A" attached hereto and made a part hereof for a description of the property.

Assignee:

The Federal Home Loan Mortgage Corporation
2001 Jefferson Davis Highway
Suite 901
Arlington, Virginia 22202

Leonard O. Herber
Signature of Debtor if an Amendment

Dated: December 30, 1985

THE NATIONAL BANK OF WASHINGTON

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

SR. VICE PRESIDENT

RECORD FEE 12.00
POSTAGE #20000
DEC 31 1985

(1) FILING OFFICER COPY - ALPHABETICAL

UCC-3

REORDER FROM
MODERN LAW FORMS
CHICAGO
(312) 640-1688

All fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants and fixtures and appurtenances thereto; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with said property (or the leasehold estate in the event this Instrument is on a leasehold) are herein referred to as the "Property".

The property hereinabove described is affixed to the real estate described on Schedule "B" attached hereto and incorporated herein by reference.

Schedule "A"

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BEGINNING FOR THE FIRST THEREOF, being known and designated as Lots Nos. 48, 49, 66, 67, 68 and 69 on the Plat entitled "Land near Camp Parole Subdivided for R. L. Moss", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Cabinet 1, Rod 2, Plat 9, formerly recorded in Plat Book F.S.R. No. 3, folio 37, now Plat Book 8, folio 25.

BEGINNING FOR THE SECOND THEREOF, at a point which marks the northwesternmost corner of that conveyance from James and Angela H. Gomoljak to Elmer and Maude Queen by Deed dated November 14, 1957, and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1168, folio 437; said point also marks the northwesternmost corner of Lot No. 70, all as shown on a plat entitled "Land Near Camp Parole, Subdivided for R.L. Moss", recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 25; thence from the point of beginning so fixed and binding on the south side of a 30-foot road, and binding on the north outline of Lots 70 through 80, inclusive, all as shown on the aforementioned plat, south 87 degrees 57 minutes 30 seconds east 468.14 feet; thence leaving the south side of said 30-foot road and binding on the west side of a second 30-foot road and binding on the east outline of Lot 80, south 2 degrees 02 minutes 30 seconds west 150.00 feet; thence leaving said second mentioned 30 foot road, and binding on the south outline of Lots 70 through 80, inclusive, north 87 degrees 57 minutes 30 seconds west 450.00 feet to intersect the east side of a third 30-foot road; thence, binding on the west outline of Lot 70 and binding on the east side of said third mentioned 30-foot road, the following two courses and distances, north 21 degrees 47 minutes 10 seconds west 49.01 feet; thence north 2 degrees 57 minutes 00 seconds east 105.17 feet to the point of beginning; containing 1.605 acres of land, more or less, within the bounds of this description. Being also all of Lots 70 through 80, inclusive, all as shown on the Plat entitled "Land Near Camp Parole, subdivided for R. L. Moss", and recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 25.

BEGINNING FOR THE THIRD THEREOF, at a point which marks the northwesternmost corner of the 0.24 acres, more or less, parcel described in that conveyance from James and Angela H. Gomoljak to Elmer and Maude Queen by deed dated November 14, 1957 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. No. 1168, folio 437; said point of beginning also marks the northwesternmost corner of Lot No. 81, as shown on plat entitled "Land Near Camp Parole, Subdivided for R. L. Moss", and recorded among the Plat Records of Anne Arundel County in Plat Book 8, folio 25; thence from the point of beginning so fixed and binding on the south side of the 30-foot road, as shown on said plat, and binding on the north outline of said Lot No. 81, south 87 degrees 57 minutes 30 seconds east 119.65 feet; thence leaving said road and binding on the southeast outline of said Lot 81 south 36 degrees 21 minutes 15 seconds west 212.07 feet; said last mentioned point marks the southernmost boundary of said Lot 81; thence, binding on the east side of another 30-foot road, and binding on the west boundary of said Lot 81, all as shown on the aforementioned plat, north 2 degrees 02 minutes 30 seconds east 175.08 feet to the point of beginning; containing 0.24 acres of land, more or less, within the bounds of this description. Being also all of Lot No. 81, as shown on the plat entitled "Land Near Camp Parole, Subdivided for R. L. Moss" above referred to.

BEGINNING FOR THE FOURTH THEREOF, at a point which marks the end of the fifteenth or north 21 degrees 47 minutes 10 seconds west 253.34 foot line described in that conveyance from William G. Meredith and Iris K. Meredith, his wife, to Fred W. Bausum and Florence B. Bausum,

his wife, by Deed dated December 12, 1952, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 728, folio 387, thence from the point of beginning so fixed and binding on the outlines of said conveyance to Bausum the following three courses and distances: south 87 degrees 57 minutes 30 seconds east 512.80 feet, thence south 02 degrees 02 minutes 30 seconds west 25.08 feet, said last mentioned point marks the southernmost boundary of Lot No. 81 as shown on the Plat entitled, "Land Near Camp Parole Subdivided for R. L. Moss", recorded among the Plat Records of Anne Arundel County in Plat Book No. 8, folio 25; thence still binding on said outline and binding on part of the southeasternmost outline of said Lot 81, north 36 degrees 21 minutes 15 seconds east 51.08 feet; thence leaving said Lot 81 and leaving said outline and running for a line of division as now established, south 58 degrees 29 minutes 10 seconds east 117.33 feet to intersect the northwesternmost right of way line of a 50 foot easement and right of way previously established, thence binding on the northwesternmost right of way line of said 50 foot easement and right of way, the following two courses and distances; south 32 degrees 03 minutes 40 seconds west 37.95 feet, thence south 45 degrees 55 minutes 20 seconds west 396.04 feet to intersect the southwesternmost right of way line of a 10 foot utility right of way previously established; thence leaving said 50 foot easement and right of way and binding on the right of way line of said 10 foot utility easement, the following two courses and distances; north 33 degrees 12 minutes 35 seconds west 214.54 feet, thence south 70 degrees 28 minutes 30 seconds west 133.41 feet to intersect the prolongation reversely of the aforementioned fifteenth or 253.34 foot line; thence leaving the said utility right of way and binding on the said fifteenth line, north 21 degrees 47 minutes 10 seconds west 254.78 feet to the point of beginning. Containing 3 acres of land, more or less, within the bounds of this description according to a survey and plat made by James D. Hicks, County Surveyor, dated September 16, 1966.

TOGETHER WITH AND SUBJECT to the use of an access area, in common with others entitled thereto, running across the southernmost corner of the property hereinabove described, which right of way for access is described as follows, that is to say:

BEGINNING for the same at a point which marks the end of the sixth or south 45 degrees 55 minutes 20 seconds west 396.04 foot line of the hereinabove described 3 acre parcel; thence from the point of beginning so fixed, leaving said sixth line and binding on part of the seventh line, north 33 degrees 12 minutes 35 seconds west 75 feet; thence leaving said seventh line and running for a line of division as now established, south 66 degrees 48 minutes 30 seconds east 79.86 feet to intersect the aforementioned sixth line; thence binding on part of said sixth line, south 45 degrees 55 minutes 20 seconds west 45 feet to the point of beginning.

Mail to Maris, Wilkinson, Snider &
Goldsbrough

FINANCING STATEMENT

250702

- 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 \$ see attached Schedule A. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court for Anne Arundel County.

5. Debtor(s) Name(s) Address(es)
 J & S Auto Parts, Inc. 350 Mountain Road
 Pasadena, Maryland 21122

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street
 Attention: Maryanna Warfield 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 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 & S Auto Parts, Inc. (Seal)

BY: Richard E. Martin (Seal)
 Richard E. Martin, President

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

RECORD FEE 11.00
 RECORD TAX 238.00
 POSTAGE .50
 #20005 1985 R01 113:43
 DEC 31 85

Form 609 (7/82)

1100
 23800
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RECEIVED FOR RECORD
 CIRCUIT COURT - ANNE ARUNDEL COUNTY

1985 DEC 31 PM 1:50

E. AUBREY COLLISON
 CLERK

1985
 REC'D
 CIRCUIT COURT

CERTIFICATION FOR ALLOCATION OF
MARYLAND RECORDATION TAX

TO: Clerk, Circuit Court for Anne Arundel County, Maryland

REFERENCE: J & S Auto Parts, Inc.
350 Mountain Road
Pasadena, Maryland 21122

With respect to the above-referenced loan and to the personal property (the "Collateral") securing said loan, the Debtor hereby certifies to the best of the Obligor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

1. Value of Accounts Receivable	\$ -0-
2. Value of Inventory	\$228,000.00
3. Value of Equipment	\$ 37,000.00
4. Total Vaule of Collateral	\$265,000.00

5. Computation of Amount of Debt Not Exempt from Recordation Tax:

<u>Value of Non-Exempt Collateral</u> <u>Total Value of Collateral</u>	X	Total Amount of Debt Secured	=	Amount of Debt not exempt from tax
<u>\$37,000</u> \$265,000	X	\$245,000	=	\$ 34,207.55

6. Recordation Tax Due on NON-Exempt Debt, Rounded off:

<u>\$7.00</u> \$1,000.00	X	\$ 34,000.00	=	\$ 238.00
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J & S Auto Parts, Inc.

BY: Richard E. Martin (SEAL)
Richard E. Martin, President

Mail to Earl Schaffer

FINANCING STATEMENT

250700

- 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)
 Richard E. Martin 1508 Holly Road
 Pasadena, Maryland 21122

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

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

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

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

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

Debtors
Richard E. Martin (Seal)
 Richard E. Martin _____ (Seal)

RECORDED (Seal) 11.00
 POSTAGE .50
 #20006 0055 R01 113-43
 (Seal) DEC 31 85

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

1100
50

MIP

FILED IN RECORD
 CLERK OF COURT, ANNE ARUNDEL COUNTY
 1985 DEC 31 PM 1:50
 E. AUDREY COLLISON
 CLERK

SCHEDULE A

LIBER - 493 PAGE 188

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, the Bank and Richard E. Martin, the Debtor.

COLLATERAL

Section G (continued)

All of the Debtor's rights, title and interest, now and hereafter existing, in and to a certain Lease, by and between Richard E. Martin and Millersville Holding Company, Inc. dated December 30, 1985 together with all moneys due or to become due thereunder, and all cash and non-cash proceeds and products thereof.

EMM

Mail to

Earl Schaffer

259805

LIBER - 493 PAGE 189

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

2. Secured Party(ies) and address(es)
Security National Bank
2000 M Street, N.W.
Washington, D.C. 20036

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

RECORD FEE 61.00
#10123 6777 R02 709:05
JAN 3 86

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)

NOT SUBJECT TO RECORDATION TAX

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

Filed with:

Anne Arundel County

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

Leasing Systems, Inc.

Security National Bank

By:

[Signature]
Signature(s) of Debtor(s)

By:

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

(FILING OFFICER COPY - ALPHABETICAL)

STANDARD FORM - FORM UCC-1.

6100

[Handwritten mark]

1906 JAN -3 AM 9:20
E. ARUNDEL COUNTY
CLERK



LIBER - 493 PAGE 190

LEASING SYSTEMS INC.

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

SCHEDULE "A"

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE
NUMBER: 15376

QTY.	DESCRIPTION
1	Fabricate and deliver one custom receptionist desk as per plans 12a and details. 24' long x 32 1/4" x 48" hi with 10 1/2" Mahogany stained wood top and upper die. Lower die to be marble covered. Marble by others. Sheet 12a, details 1-9.
1	Fabricate and deliver wall shelving as per sheet #20, details 3, 4, 5 and 6.
1	Fabricate and deliver wall shelving as per sheet #20 detail 4, 5 and 6.
1	Fabricate and deliver one custom service stand as per sheet #14, details 5, 6, 7, 8 and 9.
1	Fabricate and install one custom remote cashier stand as per sheet #14, details 1, 2, 3 and 4.
1	Fabricate and deliver one custom planter unit.
1	Furnish and deliver wood base as per sheet #3, detail 1. (1" x 7")
1	Furnish and deliver moulding s above base as per sheet #3, detail 1. (3/4" x 1 1/8").
1	Furnish and deliver base moulding as per sheet #3, detail 1. (1 x 5 with chamfered edge.)
1	Furnish and deliver crown at ceiling as per sheet #3, detail 1. (1 x 7 with chamfered edge.)
1	Furnish and deliver crown moulding 3 1/2" stock as per sheet #3, detail 1.

AS
1-20

Initials

junctions as per plans.

- 1 Furnish and deliver Tambour paneling over existing dry wall.

BOARD ROOM - ELEVATION B

LIPER - 493 PAGE 191

- 1 Fabricate and deliver crown (5 1/4" flat) moulding with chamfered edge and 3/4" quarter round moulding at wall and ceiling juncture. Paint grade materials.
- 1 Fabricate and deliver base moulding (5 1/4" flat) with one edge chamfered. Paint grade materials.
- 1 Fabricate and deliver vertical wall panel mouldings at wall junctures as per plan.
- 1 Fabricate and deliver wood presentation ledge as per section and details, sheet #18.
- 1 Fabricate and deliver wood frames and jamb for writing board.
- 1 Fabricate and deliver T.V. alcove built in as per elevation A, Detail 3, sheet #18.

BOARD ROOM - ELEVATION D

- 1 Fabricate and deliver crown (5 1/4" flat) moulding with chamfered edge and 3/4" quarter round mouldings at wall and ceiling juncture. Paint grade material.
- 1 Fabricate and deliver base moulding (5 1/4" flat) with one edge chamfered. Paint grade materials.
- 1 Fabricate and deliver vertical wall panel mouldings at wall junctions as per plan.
- 1 Fabricate and deliver T.V. alcove built in as per elevation A, detail 3, sheet #18.

BANQUET ROOM - SHEET 22 AND 23 L.D.C.

- 1 Fabricate and deliver base moulding as per elevation 1, 3, and 4, details 5 and 8, all of sheet #22.
- 1 Fabricate and deliver mirror moulding (top and bottom) as per elevation 1 and 4, sheet #22, detail 6.
- 1 Fabricate and deliver chair rail moulding as per elevation 1 and 4, sheet #22, detail 6.

LEASE NUMBER: 15376 Annapolis Mall Motel Limited Partnership DBA/Ramada Inn

QTY.DESCRIPTION

LIDER - 493 PAGE 192

- 1 Furnish and deliver cant blocking strips as per sheet #3, detail 1.
- 1 Furnish and deliver wood frames 3/4" x 5" to frame fabric panels on walls as per sheet #3, details 1.2 and 3. (3/4" x 5" chamfered.)
- 1 Furnish and deliver all wood moulding as per elevation 1, 2, 3, 4, 5, 6, and 7 sheet #4, details 8, 9, 10, 11 and 12 sheet #4.
- 1 Fabricate and deliver built in side tables (2) as per plan sheet #6 and #7, details 1, 2 and 3. Six units.
- 1 Furnish and deliver brass railings as per sheet #5, elevation #2. Twelve units.
- 1 Fabricate and deliver three (3) brass rails stand-up bar shelves as per plans, sheet #6 and #9, details 6, 7, 8, 9 and 10.
- 1 Fabricate and deliver one brass rail stand up bar shelf as per plans, sheet #6 and #9, details 3, 4, 5 and 8.
- 1 Furnish and deliver six (6) galvanized steel support liners for brass light poles on planter as per sheet #3, detail 7.
- 1 Furnish and deliver six (6) brass lamp poles with lamps as per plans, Sheet #3, Detail 7.
- 1 Fabricate and deliver one custom bar with two (2) waitress pick up stations and overhead glass rack with bulkhead to ceiling as per plans, Sheet #5, 6 and 10. Details 1, 2 and 3. Sheet #9 and 1, 2 and 3, Sheet #8 and #6. Sheet #3.
- 1 Fabricate and deliver one custom bar and back bar unit as per plans, sheet #6. 17' front bar and 7' back bar.
- 1 Furnish and deliver wood mouldings at dance area bulkheads as per sheet #10, detail 2.
- 1 Furnish wood floor transition board at dance floor as per plan, sheet #6, detail 3.
- 1 Furnish and deliver 1x3 wood (stained to match Le-son sample) in lounge on ceiling as plan, sheet #10, detail 3 +.
- 1 Furnish and deliver wood mouldings at bulkhead in lounge as per plan, sheet #10, detail 3. Glue to edges. bottom and front 60'.
- 1 Fabricate and deliver one stand up bar oval shaped as per plan, sheet #6, (24" x 3'6" x 72"hi). details 4.5 and 6, sheet #2.



INITIALS

<u>QTY.</u>	<u>DESCRIPTION</u>
1	Fabricate and deliver one stand up bar round shaped as per plan, sheet #6, (36" diameter x 5'10" hi), details 1, 2 and 3, sheet #2.
1	Fabricate and deliver D.J. booth as per plans, sheet #13, and #6, details 1, 2, 3, 4, 5, and 7, sheet #13.
1	Fabricate and install one lobby bar and back bar as per plan, sheet #13 and #2, details 1, 3, 4, and 5 sheet #13 and elevations sheet #13.
1	Furnish and deliver wood trim over receptionist desk 24' long.
1	Fabricate and deliver five (5) telephone shelves as per plan, Sheet #17, elevation 3, detail 6, sheet #16 and elevation 3, sheet #16.
1	Furnish and deliver wood base as per plans, elevation 1, sheet #20.
1	Furnish and deliver wood base as per plans, elevation 2, sheet #20. (65').
1	Furnish and deliver wood base as per plans, elevation 1, sheet #21.

BOARD ROOM - ELEVATION A

1	Fabricate and deliver crown (3 1/4" flat) moulding with chamfered edge and 3/4" quarter round moulding at wall and ceiling juncture. Paint grade materials.
1	Fabricate and deliver base moulding (3 1/4" flat) with one edge chamfered. Paint grade materials.
1	Fabricate and deliver vertical wall panel mouldings at wall junctures as per plan.
1	Fabricate and deliver T.V. alcove built in as per elevation A, detail 3, sheet #18.
1	Furnish and deliver Tambour paneling over existing dry wall.

BOARD ROOM - ELEVATION C

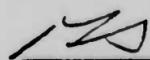
1	Fabricate and deliver crown (3 1/4" flat) moulding with chamfered edge and 3/4" quarter round moulding at wall and ceiling juncture. Paint grade materials.
1	Fabricate and deliver base moulding (3 1/4" flat) with one edge chamfered. Paint grade materials.


INITIALS

LEASE NUMBER: 15376

LESSEE: Annapolis Mall Motel Limited Partnership DBA/Ramada Inn

<u>QTY.</u>	<u>DESCRIPTION</u>
1	Fabricate and deliver 7' x 42" x 24" wall bar with closed storage under as per plan (one each suite). All exposed surfaces to be laminated.
1	Furnish and deliver 3 1/4" mahogany wood base in all rooms
1	Fabricate and deliver one custom cashier stand gull-wing design. To be 7' long overall x 18" deep x 36" hi with three (3) hinged doors with one adjustable shelf below for storage. All interior to be 9/4" board and exterior to be laminate covered as per design.
1	Fabricate and deliver one glass entrance door as per entrance to lounge with 8" diameter Mahogany jamb and brass pivot hardware.
1	All wood work to be finished by Eagle Woodworking, including job site final after installation.
1	Actual wood species used and stain colors and final finished to approved by George Lawson in writing.
1	General contractor to maintain stable conditions on site once Eagle work is to begin.
1	Storage space (in building) with building conditions to be provided for fixtures, etc. prior to installation (wood joints etc. need stable conditions to prevent expansion and contraction of joints, etc.).
1	Access to the work area to be provided on a 24 hour basis if required. (to be set up in advance with contractor) Guards etc. if required to be responsibility of General Contractor and not a part of this contract.


INITIALS

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LIBR - 493 PAGE 195

LEASE NUMBER: 15376

QTY.	DESCRIPTION
6	MT 9064 Bar Stools finish: #013 Dark Tobacco, seat height: 29", for Living Room Suites floors 4,5,6
8	panels, 7'6" inches high x 35 1/2 inch wide, fabric required 25 1/y, for Lobby - Reception back wall
5	panels, 9 ft. high x 36 inches wide for Conference Room elevation A
6	panels, 9 ft. high x 36 inches wide for Conference Room elevation B fabric required 40 1/y
8	panels 8 ft. high x 42 inches wide for Meeting Rooms elevation 2
4	panels, 8 ft. high x 42 inches wide for Meeting Rooms elevation 4
4	panels 3 ft. high x 42 inches wide for Meeting Rooms elevation 4
1	Conference Cabinets 4 doors sides/micore filler, fabric required 60 1/y
4	panels center seamed 8'6" high x 7'6" wide (Elevation 1)
2	panels center seamed 8'6"H x 5'W (Elevation 2)
1	panel center seamed 8'6"H x 6'W (Elevation 2)
1	panel center seamed 8'6"H x 7'6"W (Elevation 2)
2	header panels center seamed 1'H x 6'W (Elevation 2)
4	header panels 1'H x 3'W (Elevation 3)
1	header apnel center seamed 1'H x 6'W (Elevation 3)
3	panels center seamed 8'6'H x 7'W (Elevation 4)
2	panels center seamed 8'6"H x 5'6"W (Elevation 5)
1	header panel 1'H x 4'W (Elevation 5)
1	header panel center seamed 1'H x 5'6"W (Elevation 5)
5	panels 8'6"H x 2'6"W (Elevation 6)
1	panel 8'6"H x 3'6"W (Elevation 6)
1	panel center seamed 8'6"H x 5'6"W (Elevation 6)
3	panels center seamed 8'6"H x 7'W (Elevation 7)
2	panels center seamed 8'6"H x 7'6"W (Elevation 7)
1	header panel 1'6"H x 3' (Elevation 7)
1	Coromandel Screen #325-731/Red Ground "Foo Dogs", 7'4" panel x 22 1/2"
1	#1533 fish table base w/40" diameter highly polished edge glass, table top 3/4" thick
33	Arthur Court Assorted Shells and Minerals
1	30"H x 36"L x 15"W Mevamar #S-3-22G table
1	38" brass mirror/clear
1	Carack Hostess Lamp #2547
2	4'x6' Oriental Rugs/Style #9909 rust, style #9910 red, BOKHARA
1	Custom mirror w/Leda and Swan sandblasted on gray/suze 72"Wx36"H
13	framed images/double matted w/Framica frames
2	38" square mirrors in Framicia #061/light gray
12	Custom lights to illuminate plants in planters; found 5 1/2" diameter, 9 1/2" hieght, color: black
8	Sconces to illuminate hallway/Gitlin light #3008/10"Wx11"Hx7"D 100 watts/up and down light, color: black
3	king size headboards #041-554 - "Avenues" finish, for Suite Bedrooms floors 4,5,6
4	nite stands #041-620 "Avenues" finish, size: 27"x17"x22 1/2", for Suite bedrooms, floors 4,5
2	nite stands #041-610 "Avenues" finish, size: 20"Dx25"H, for suite bedrooms floor 6

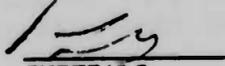
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INITIALS

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15376

LIDER - 493 PAGE 196

QTY.	DESCRIPTION
3	dressers #041-130 6 drawers "Avenues" finish, size: 75"x20"x32" bedroom suites floors 4,5,6
3	side tables #584-345 "Etcetera" line. finish: Chamois Lacquer size: 22½"Dx24H. for Suite bedrooms floors 4,5,6
614	end tables #046-301 Chamois Lacquer Finish, size: 22½"x26½"x24", for living room suites floors 2,3,4,5,6
7	cocktail tables #046-101 Chamois Lacquer finish, size: 46"x32"x16" for living room suites floors 2,3,4,5,6
6	Feldman ligh fixtures - hi tech 3 style #7909 polished brass finish
1	40 square yards of Wunda Weve Carpet "Investments" #01538 color: 05029 Spruce
720	Ametex Contract Fabrics, #018722 Solitaire Willow
4	style #7140 tablebases 4"diameter columns o/a height 40 3/4" color: brown enamel finish. tables are to have wagon wheel foot rest including wrench and por rock.
62	55-055-4Y CHAT 1DWR desk/tbl UFB M BLKT
44	55-514-6Y Chat 4DWR DBL Lowboy MAH BLKT
118	55-531-3Y CHATH DWR FSNIGHTSTD MAH BLKT
48	55-055-4Y CHATH Desk/TBL UFB M BLKT
64	55-514-6Y CHATH 4DWR DBL Lowboy MAH BLKT
13	55-019-0Y CHATH 30x23x19 IV TBL MAH BLKT
50	55-531-3Y CHATH 1DWR FSNIGHTSTD MAH BLKT
27	55-030-OM1Y 27x17x23 MAH BLKT
6	#5515 blue and white porc. 1/s w/blot down assembly
2	#5627 Peony Arabesque on dark blue s/s restaurant lamps
1	#023218 Pompeii petal tag dustruffle flounce, tag fabric, beige scheme. Ametex Contract Fabrics
1	1,548 square yard #022795 Matinee Compote
1	1,600 yards #022795 Matinee Compote overdrape and cornice fabric Ametex Contract Fabrics
1	70 yards of Kravet pattern Jeanette - #9
2	#3816 38" blue vases
2	#CF027 low wood stands
2	#30470 22" yellow and orange fishbowls with stands
1	#30133 Beaver Chanel, RG*Avail, Roll #3 =57, 4 =51, Payne Fabrics
1	Micros 4527HM Front Desk System w/remote Hskp. printing network
1	Micros MCAS 1000 Telephone call accounting system fully interfaced and communicating with the micros front desk.
7	Micros 473A/32K/113 fully intercommunicating and wired to separate printer network w/2 printers and controller fully interfaced to the front desk micro system


INITIALS

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LIBER - 493 PAGE 197

LEASE NUMBER: 15376

<u>QTY.</u>	<u>DESCRIPTION</u>
600	stacking chairs #5140. upholster in Newport #10 smoke, 100% nylon Frame finish - goldtone epoxy
6	#53 hand trucks for transporting above stacking chairs
60	100 Series Folding Tables - beige epoxy finish on frames, sheltex tops, brown VBM edge, 60" diameter tables
6	#92 trucks to transport above 60" rd. tables
30	72" diameter tables
3	#93 trucks to transport above 72" rd. tables
175	18"x72" tables
10	48"x30" tables
6	Ring Tables - outside diameter 180" - 1/6th full circle
10	#91 trucks to transport rectangular tables
1	Sofa 80"L x32"Dx30"H with reversible seat and back cushions - 3 each
6	Sofas 56"x32"Dx30"H with reversible seat and back cushions - 2 each
13	Chairs 32"x32"Wx30"H All above pieces to be upholstered in C.O.M. Payne Fabric Chanel #30133, color: beaver
3	42" diameter tops - clear glass 3/4" thick, with concave bevelled edge for Suites-floors 4,5,6
4	36"x26" clear glass tops 3/4" thick with 1" bevel edge having 25c radius corners, for Suites-Floors 2,3
27	Desk lamps #143/4, 22 1/2" high, shade diameter 19"
4	807/6 headboards - Rattan with woven cane drilled for standard king size bed frame
4	801 double dresser - entire hardwood case covered with woven cane and trimmed in Rattan moulding. antiqued brass drawer pulls. size: 58"Wx 19"Dx29"H
4	804G Mirrors - wood frame trimmed in woven cane and rattan size: 20"Wx42
8	805 two door night stands - entire hardwood case covered with woven cane and trimmed in rattan moulding antiqued brass door and drawer pulls, size: 24"Wx16"Dx23"H
4	505 CU occasional chairs - poly dacron back and poly dacron seat cushions to be upholstered in C.O.M.
20	Dresser mirrors - custom fabricate exactly as on Contract Purchasing Order #P-2005, dated 9-25-85, size: 52"x52" with 44"x44" overlay centered in height and width.
95	Mirrors, 30"Wx40"H o/a size. 1/2" thick plate with 3/4" bevel on glass. Frame style and dimensions as sample provided in Custom Celadon Laquer. Desk Mirrors/Beige Scheme Rooms
95	Mirrors, 30"Wx40"H o/a size. 1/2" thick plate with 3/4" bevel on glass. Frame style and dimensions as sample provided in Custom Sea Green Lacquer. Desk Mirrors/Green Scheme Rooms
7	MT-3012 table bases only - bamboo construction finish: Dark Tobacco #013 game tables, size: 28"x28"x28", Living Room Suites - game tables Floors 2,3,4,5,6
24	MT 4020L chairs for game tables. finish: #013 Dark Tobacco, size: 22 1/2" 25"Dx32"Hx18" seat height. C.O.M. for seat cushions TBA. Living Room Suites, Floors 2,3,4,5 game chairs: 4 per suite
4	NT 4016 chairs for game tables. finish: #013 Dark Tobacco, size: 22"Wx 24"x33 1/2"H, 26 1/2" arm height. Living Room Suite Floor 6


INITIAL

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 115376

LIBER - 493 PAGE 158

<u>QTY.</u>	<u>DESCRIPTION</u>
5	Bray and Scarff Sales, Inc. installation with water and drain within 6 feet of units
5	Bray and Scarff Sales, Inc. 1 year parts and labor warranty
4	Supreme Metal Fabricators, Inc. duchess series portable bar
2	Intermetro Industries Corp. Poker Chip Dolly
1	Intermetro Industries Corp. T17B40P Poker Chip Dolly
2	Intermetro Industries Corp. T17B24P Poker Chip Dolly
5	Intermetro Industries Corp. Poly covers for dollies
16	Intermetro Industries Corp. C-24 Sani Stack
1	Kalvinator Casters for ice cream cabinet
1	Gill Manufacturing, Inc. complete unit to mount on tilting kettle 2140 fisher
1	ATS Inc., B-200 double pantry faucet
1	ATS Inc., RK-6 bleeder
1	Johnson Crane Service, Inc. Truck and crane required 10/1/85 at the job
7	Contract kitchen specialists U-line
1	(4) E.D.I. Liquor Systems, including installation
5	GTE Authorization Terminals
1	5 drawer lateral file 36" putty
1	TOA 903 amplifier (Board Room)
6	10 oz. coaxial loudspeakers
2	TOA rack spaces
1	70122 volume control
1	Shure SM 57 microphone
1	wire and connectors
4	microphone clips
4	microphone stands
4	25' cables
1	50' wiremold 2000 base
1	50' wiremold 2000 cover
16	wiremold 2000 outlets
16	outlets for neon
1	500' black THHN
1	500' red THHN
1	500' blue THHN
1	500' purple THHN
1	500' white THHN
1	150' 1/2 Greenfield, conduit, connection
1	Marble bartops out of 3/4" stock
1	70 yards of Kravet Fabric "Jeannette-9", fabric for wall curtain Board Room area
1	520 square yards of Hartex Contract carpet underpad weight: 40 oz. width: 6'0"
4	#15/R/2- with on/off switch
1	655 sq. yards pattern: D113 Dabblers; weight: 44 oz per sq. yard; colors: cinnabar - print, nutria - ground
1	854 sq. yards, quality: as above; color: cinnabar as pattern above
1	140 sq. yards, quality: as above; color: nutria as pattern above

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Initials

**LEASING SYSTEMS INC.**

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

PAGE TEN

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15376

SCHEDULE "A"

<u>QTY.</u>	<u>DESCRIPTION</u>
200	Litebar #G25B448, no convenience outlet. Size: 1"x4"x48" long with six sockets and chrome collars. Polished chrome finish, UL approved for wall mounting
1	Communication, TV and Security Systems
200	Framed Posters 'Copacabana Follies of 1932' gold frame
100	Framed Posters 'Scandals of 1926' gold frame
100	Framed Poster 'La Vie Parisienne' gold frame
400	Nielsen security system hooks
1	Refrigeration hook-up for walk in boxes, to include drain lines, insulation, control wire, start-up service, erection of walk-ins. Hook up and start of ice machine cuber and flaker.
1	Dominon Refrigeration Corporation walk-in refrigeration
1	Guardian Fire Protect SVC, Inc. fire suppression system 120/1 exposed chrome fittings
5	Bray and Scarff Sales, Inc. ice maker with 5 CM 0310 push button dispensers with 265 lbs. of storage
1	022795-653 yds. Compote Matinee
1	130 Yds. Canberra Wool Beige 54"W - CB5342
6	#75046/11050 Coolskin Drum Size 12x45 Dark Blue, Hi-Gloss, Tag R2
2	#77048/91201 Deacon Table, Size 24x18x21, Dark Blue, Hi-Gloss, TabR-3
3	Ctns. Bases Item #82790
4	Taube Inc. #6181 Garden SEats/White Chinoiserie, For Bedroom Suites Floors 2 and 3
1	Mechanical Equipment - Warner
1	Electrical Equipment - Pel-Bern
1	Operable Wall System - Standar Accoustics
1	Elevator Cabs - Maryland National Elevator
1	Lockers & Benches - Steel Products
1	Wedge Shaped Facia with flat front and Flat lince. #616147A Beige, Linces will be white textilene. Scalloped bottom with black braid. Frame will be painted beige. Terra Cotta #526 with black outlined. 12" & 30".
1	Dining Room Pad & Carpet
1	Ball Room Carpet
1	Hall Carpet
1	Guestrooms Carpet
1	Board Room Carpet

INITI



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LEASING SYSTEMS INC.

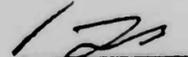
PAGE ELEVEN

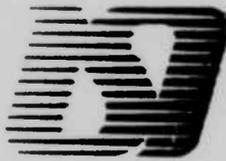
SUITE 1200
1413 K STREET, N.W.
WASHINGTON, D.C. 20005
(202) 872-0333

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: L5376

<u>QTY.</u>	<u>DESCRIPTION</u>
3	FOUR POLE SWITCHES
1	FOSTEX MICROPHONE
1	XLR FEMALE MICROPHONE CONNECTOR FOR WALL PLATE
1	FOUR GANG BLANK PLATE
1	T-01S LINE OUTPUT
3	H-32S LOW Z MIKE WIHT LOW CUT WITH MUTING
1	X-11 R AUX PRE AMP WITH MUTE
1	L-11 S LINE MATCHING TRANSFORMER
1	1000' MICROPHONE WIRE
1000	ZIP CORD 16 GAUGE
1	MINI FOUR POT RELAY 12 VDC
1	12 VDC POWER SUPPLY
30	MG1606-M66 1/6 PAN, 6" DP - 7166
12	200N4 SS 1/9 PAN, 4" DP (M94)
6	1268 20" ADAPTER BAR
9 DZ	950027-741 CASABL, RAMEKIN 2 OZ
5	8009508 10.5 OZ PETAL GOBLET
2	285 20 QT HV ALUM SAUCEPOT, 13"
1	3705 11.5 OZ EMBASSY BRANDY
1 DZ	1255 CLAM SHELL, #7 WHITE COLOR
30 DZ	950027-741 CASABL, RAMEKIN 2 OZ
1	1M313 MULTI STONE
1	K PANCAKE DISPENSER
3 DZ	AB 1 3926 KNIFE STEAK ECONOMY
5 DZ	201 EBONY LIQUOR POURER
3	285 20 QT HV ALUM SAUCEPOT, 13"
3	308 SERV CART W/DROPLEAF
3	285 20 QT HV ALUM SAUCEPOT, 13"
10	110 10" ALUM CLAD FRY PAN
12	MG2004 M14 FULL PAN, 4" DP 7004
6	MG2006 M16 FULL PAN, 6" DP 7006
24	MG1202 M22 1/2 PAN, 2" DP 7122
6	MG1204 M24 1/2 PAN, 4" DP 7124
6	MG1206 M26 1/2 PAN, 6" DP 7126
12	MG2000 M12 FULL PAN, 2" DP 7002
9 DZ	800 9532 PETALE SHERRY
72	302 9519 LITER CARAFE
2 DZ	302 9501 1/2 LITER CARAFE
36	901 1057 CHATALET VASE (6 3/4)
40 DZ	301 8553 CLEAR ASHTRAY (4 1/2")
8	800 9284 FLEUR BOWL 12"
4	800 0523 ARCADE BOWL 8"
15	8495 FLUTE


INITIALS



LEASING SYSTEMS INC.

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

PAGE TWELVE

SCHEDULE "A"

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15376

<u>QTY.</u>	<u>DESCRIPTION</u>
2	148-050 BELLMAN'S CART
2	148-001 BAGGAGE BUGGY
13	148-016 MAIDS CARTS #1001
36	148-051 CANVAS BAGS FOR ABOVE #1800
15	148-048 KEY BOXES FOR MAIDS CARTS
14	148-046 VACUUM HOLDERS
1	148-019 MAID CART, LOBBY
14	154-041 VACUUMS, MODEL C-1069...or dust cup cloth bags?
1	C-2075 VACUUM, CANISTER W/SHOULDER STRAP
16	543-031 ROLLAWAYS, LARGE WHEELS, INNERSPRING
4	198 -001 CARD TABLES
16	198-003/09 FOLDING CHAIRS, EMPIRE GREEN
1700	268-002 CLOTHES HANGER RINGS, PERMANENT
1200	268-004 WOODEN CLOTHES HANGERS, MENS, BALL
1000	268-007 WOODEN CLTHES HANGERS, SKIRT, BALL
19 DZ	BLANKETS, DOUBLE 80X90 HEMMED
12 DZ	BLANKETS, KING AND SOFA 90X108
2 DZ	BLANKETS, TWIN VELLUX 60X90
1 DZ	MATTRESS PADS, CRIB
120 DZ	392-034 SHEETS, DOUBLE 81X108 WHITE
80 DZ	392-022 SHEETS, KING AND SOFA 110X108 BONE
2 DZ	SHEETS, CRIB FLAT
130 DZ	PILLOW CASES WHITE
120 DZ	PILLOW CASES, DOULBE, BONE
85 DZ	262-010 PILLOWS, 20X26 GREEN LABEL
1 DZ	262-013 PILLOWS, NON-ALLERGENIC QUALOFILL
40 DZ	392-028 BATH MATS 20X30, 6.9 OZ.
180 DZ	392-030 WASH CLOTHS, 12X12, 1.0 OZ.
175 DZ	392-029 HAND TOWELS, 16X27, 3.0 OZ.
190 DZ	392-027 BATH TOWELS, 24X50, 10.0 OZ.
1	K/40 36X60 LAMINATE DESK WITH RETURN ORIGINALLY 36X72, CUT DOWN FROM KEY WOODWORKS
1	K/40 SINGLE PEDESTAL DESK MAKING EXISTING RETURN FIT TO "L" SHAI
1	S.O. C/7 #632 END TABLE, 24X24
1	MAG 11 SP COMPACTOR INSTALLED WITH TWO SECURITY CHUTES, DOORS AND CONTROL STATIONS. AUTOMATIC SINGLE CYCLE POWER UNIT
1	MT LF-5LH PUT 5 DRAWER LATERAL FILE 36"
1	TX RS348V3 CHAIR MAT
1	TX RS454V3 CHAIR MAT
1	4" PIPE
2	6' 3/8 ALL THREAD

INITIALS



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LEASING SYSTEMS INC.

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

PAGE THIRTEEN

SCHEDULE "A"

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15376

<u>QTY.</u>	<u>DESCRIPTION</u>
18	T2932/3711 GOBLET 12 OZ. 5 OZ.
18	T2928/3764 WINE ROUND 8.5 OZ
17	T2946/3777 CHAMPAGNE 4.5 OZ
2	3702 5.5 OZ EMBASSY BRANDY
5	3715 10 OZ POCO GRANDE
25	8009508 10.5 OZ. PETAL GOBLET
8	800916 8.5 OZ. PETALE WINE
8	8009524 5.5 OZ PETALE WINE
24 DZ	8000564 5.5 OZ ARCADE BOWL
1 DZ	7716-CL PLAYBOY TRAY
2	362 OVAL PLATE GLASS MIRROR TRAY
1	377 SQUARE PLATE GLASS MIRROR TRAY
1	361 RND PLATE GLASS MIRROR TRAY
12 DZ	950027-741 CASABL, RAMEKIN 2 OZ
24	901 1057 CHATALET VASE (6 3/4")
10 DZ	739 MED. CASABLANCA POT PIE
8 DZ	745 MED. CASABLANCA SHIRRED EGG
1	3702 BRANDY
1	FIRE SYSTEM ADDED TO BROILER BY GUARDIAN SYSTEM
1	MATERIALS CUT AND FINISH ENDS OF S/S WALL SHELF
1	GILL MANUFACTURING, INC. MODIFICATIONS TO SOILED DISHTABLE AND POT RACK
1	736391 4970 QUARRY 12X45X60
2	4000 SERIES AUTOMATIC DOOR OPERATORS IN CLEAR ANODIZED ALUMINUM FINISH
1	3030 27" MAT
3	3048 MATS
70	CTNS SHEET STEEL WASTEBASKETS TRL 5547
88	HEADBOARDS, 6/6 SIZE, 55-166-2Y
88	CLEATS FOR ABOVE HEADBOARDS
204	HEADBOARDS 4/6 SIZE, 55-164-2Y
104	CLEATS FOR ABOVE HEADBOARDS
95	20X20X43 2/BX, METAL TABLE, 26 1/2
1	28X50X28 190 GLASS TABLE TOPS
1	720 YDS. SOLITAIRE WILLOW
1	231.875 ITEM #06910 NORWOOD CLOTH
1	9045 CONSOLE 18X72
1	133.78 SQ.YARDS 2020-A UD IV PRINT


INITIALS

SCHEDULE "A"

LEASE NUMBER: 15376

LESSEE: Annapolis Mall Motel Limited Partnership DBA/Ramada Inn

QTY.	DESCRIPTION
2	TYPING TABLES WITH ADJUSTABLE TOPS, WOOD GRAIN
3	DESKS WITH L RETURN AND LOCKING DRAWS, PUTTY
6	CHAIRS WITH ARMS - ROSE COLOR #4657
1	134YD #040515 MAGIC EYE, 07
1	#127398 BOMBAY BEIGE 6910 R
1	#127398 BOMBAY BEIGE 6910 H
1	132.33 SQ. YRDS. 2020 B
1	127.33 SQ. YRDS 2021 AA
1	127.11 SQ. YRDS. 2021 AB
1	122.78 SQ. YRDS. 2021 AC
1	34.22 SQ. YRDS. 2021 C
	ABOVE S/M MAIN LOBBY, CONCOURSE, DINING ROOM, FOYER, MEETING ROOMS AND BALL ROOM
1	146.67 NUTRI UD IV PLAIN 2020 A1
1	133.78 SQ. YDS. 2018 A CINNIBAR
1	133.44 SQ. YDS. 2018 B
1	184.22 SQ. YDS. 2018 C
1	133.89 SQ. YDS. 2019 A
1	133.67 SQ. YDS. 2019 B
1	179.78 SQ. YDS. 2019 C
88	55-166-2Y CHATH 6/6 WMHDBD MAHOGANY BLKT
145	55-164-2Y CHATH 4/6 WMHDBD MAHOGANY BLKT
22	55-055-4Y CHATH 1 DWR DESK/TBL UFB M BLKT
17	55-514-6Y CHATH 4 DWR DBL LOWBOY MAH BLKT
17	55-531-3Y CHATH 1 DWR FSNIGHTSTD MAH BLKT
88	HEADBOARDS, 6/6 SIZE 55-166-2Y
88	CLEATS FOR ABOVE HEADBOARDS
204	CLEATS FOR ABOVE HEADBOARDS
204	HEADBOARDS, 4/6 55-164- 2Y
1	COUNTER STOOL BASES
600	GOLDTONE NEWPORT 10 SMOKE GRADE S
6	STYLE #53 GOLDTONE GRADE, CODE M
1	A0099930 SALIDA CHEVRON TEX
4	LIGHT GRAY LAMP/FABRIC SHD
1	30 YRDS. FORMOSA MAUVE
1	97 YRDS. FORMOSA MAUVE S/M 28 COVERLETS
1	10 BLACK PANELS
1	CARRYING CASE
3	BLACK SPOTLIGHTS
5	BLACK HEADER
1	SPECIAL MATERIALS: 1 VELCRO, 1 PHOTO
1	23 YDS. PARADISE STRIPE 10705

Mail to Security Nat'l Bank

LESSEE: Annapolis Mall Motel Limited Partnership DBA/Ramada Inn

LESSOR: LEASING SYSTEMS, INC.

BY: [Signature]

BY: [Signature]

TITLE: GENERAL PARTNER

TITLE: PRESIDENT

DATE: 12/3/85

DATE: 12/3/85

LIBER - 493 PAGE 201

259806

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> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
-----------------------------------------------------------------	------------	---------------	-------------	--------------

Computerworks, Inc.
3 Church Circle & 2124 Forest Drive
Annapolis, MD & All locations

RECORD FEE 11.00
#10725 0777 RO2 109:14
JAN 3 86

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

ITT Commercial Finance Corp PO Box 2837 Cherry Hill, NJ 08034

Mail to *[Handwritten mark]*

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

All inventory, raw materials, goods in process, finished goods, machines, machinery, furniture, furnishings, fixtures, vehicles, equipment, accounts receivable, bank drafts, notes, chattel paper, acceptances, drafts, discount proceeds, bills, contracts, contract rights, checks in transit, and general intangibles, whether now owned or hereafter acquired, and all accessories, additions and additions thereto, substitutions, accessories, and equipment therefor, and replacements and proceeds.

[Handwritten initials]

1986 JAN -3 AM 9:20
E. AUSTIN JONES
CLEAR

RETURN TO:

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

CHECK THE LINES WHICH APPLY

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

Debtor (s) or assignor (s)

Computerworks, Inc.
[Signature]
Dennis Scarfile VP
(Type or print name under signature)

ITT Commercial Finance Corp (Seal)
(Corporate, Trade or Firm Name)
[Signature]
Signature of Secured Party or Assignee
[Signature]
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

259807

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):

PHILIP APOSTOLOU
116 RIGGS AVENUE
XXXXXXXXXXXXXXXXXX
SEVERNA PARK MD 21146

(2) Secured Party(ies) (Name(s) And Address(es))

PIEDMONT AVIATION CREDIT UNION
P. O. BOX 2720
WINSTON-SALEM, NC 27101

Mail to

RECORD FEE 11.00
POSTAGE .50
#10730 C777 R02 109:23
JAN 3 86

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

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

For Filing Officer

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

MAGNAVOX 26in COLOR TV--29162648 \$760.00 11-2585

Products of the Collateral Are Also Covered.

(6) Signature Debtor(s)

Philip Apostolou

Secured Party(ies) [or Assignees]

PIEDMONT AVIATION CREDIT UNION

(By) *T C Welch* Manager

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

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

(1) Filing Officer Copy - Numerical

UCC-1

11/80

DL

RECEIVED
1986 JAN -3 AM 9:23
E. ADRIAN COLLISON
CLERK

1250

252803

LITER - 493 PAGE 206

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR: The DOCU-DATA Corporation
(Name or Names—Last Name First)
P.O. Box 8611, BWI Airport, Baltimore, Md. 21240
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061
Mail to

3. This Financing Statement covers the following types (or items) of property:
Assigned titles, rights, and interests in all current and future government contracts to the limit of the line of credit.

NDA904-83-C-0111
" " 85-C-0129- current contracts
" " 85-C-A401
file
Maryland Procurement Office, Ft. Meade, Md., Dept. of Defense

RECORD FEE 12.00
POSTAGE .50
#10739 C777 R02 T09:34
JAN 3 86

4. Proceeds of collateral are covered hereunder: YES NO
5. Products of collateral are covered hereunder: YES NO
6. This transaction (is) (~~is not~~) exempt from the Recordation Tax.
7. The principal amount of the debt initially incurred is: \$100,000.00

1986 JAN -3 AM 9:43
E. J. COLLISON
CLERK

8. Filed with: Clerk of The Circuit Court for Anne Arundel County
9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061
Dated this 20 day of Dec., 19 85

DEBTOR: The DOCU-DATA Corporation
By: F. B. Shanks, President (Title)
SECURED PARTY: THE BANK OF GLEN BURNIE
By: Linden B. Monaghan, Manager (Title)
Crownsville Manager

FOR FILING OFFICER USE
File No. _____ Date and Hour of Filing _____
Record Reference _____

1250

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)
 SPA CREEK BUILDERS, INC. 528 Tayman Drive
 Annapolis, MD 21403

RECORD FEE 11.00
 POSTAGE 50
 #10740 C777 R02 109:35
 JAN 3 86

6. Secured Party Address
 Equitable Bank, National Association Equitable Bank, N.A.
 Attention: Comm Note Dept 100 S. Charles Street
 Baltimore, MD 21201

Mail to

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 SPA CREEK BUILDERS, INC.
 BY: Edward M. Bavis, Jr. (Seal) _____ (Seal)
 Edward M. Bavis, Jr., President
 _____ (Seal) _____ (Seal)

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

Form 609 (7-82)

1180

[Handwritten initials]

RECEIVED FOR RECORD
 CLERK OFFICE & COUNTY

1986 JAN -3 AM 9:43

E. AUBREY COLLISON
 CLERK

~~_____~~

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Charles F. Meyer & Sons, Inc. 4910 Sands Road Lothian, Anne Arundel, MD 20711	Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093	
Assurance of Record Return of C.I.T. Corporation		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> Caterpillar D-8K Tractor, S/N 77V-3163, with 8S Hydraulic Dozer, tilt cylinder, enclosed ROPS.		
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) Charles F. Meyer & Sons, Inc.	Secured Party C.I.T. Corporation	
By <u><i>Samuel F Meyer</i></u> Title <u>Pres</u>	By <u><i>M. Altman</i></u>	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		
<u>Samuel F Meyer</u> <small>Type or print name(s) of person(s) signing</small>	<u>M. T. OLTMAN</u> <small>Type or print name of person signing</small>	

RECORD FEE 11.00
 POSTAGE .50
 #10741 C777 R02 T09:36
 JAN 3 86

1986 JAN -3 AM 9:43
 COLLISON

1108

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259811

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

If transaction or transactions wholly or partially subject to 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 Brown, Mike dba Pic-A-Deli Pizza
Address 2299 John Hopkins Rd., Gambrills, Md. 21054

2. SECURED PARTY

Mail to Name HOBART CORPORATION
Address World Headquarters - Troy, Ohio 45374

RECORD FEE 12.00
H10742 1777 ROR 102:37
JAN 3 '86

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)

One(1) H-600 Mixer
One(1) VS9-12 Veg. Slicer

Annapolis - # 0266396

1986 JAN -3 AM 9:43
E. ANNE L. 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)

Alice J. Grady Attorney in Fact
(Signature of Debtor)
Brown, Mike dba Pic-A-Deli Pizza

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR: CHESAPEAKE CUSTOM BUILDERS, INC
(Name or Names—Last Name First)
P.O. Box 332 GLEN BURNIE, MD 21061
(Address)

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

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

1972 Sky Trak Forklift Model 710

RECORD FEE 11.00
POSTAGE .50
#10744 C777 R02 109:39
JAN 3 85

- 4. Proceeds of collateral are covered hereunder: YES NO
- 5. Products of collateral are covered hereunder: YES NO
- 6. This transaction (is) ~~NOT~~ exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: \$9,000.00

[Handwritten initials]

1980 JUN -3 AM 9:43
E. ANDREY COLLISON
CLERK

8. Filed with: Clerk of The Circuit Court for Anne Arundel County

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

Dated this 4th day of December, 1985

DEBTOR: Chesapeake Custom Builders, Inc. SECURED PARTY:

[Signature] PRESIDENT THE BANK OF GLEN BURNIE
By: [Signature] V PRES By: [Signature]
(Title) Earl G. Walter (Title)
[Signature] SEC TREAS Executive Vice President

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

1100
1150

Mail to Bank of Glen Burnie

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259813

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

If transaction or transactions wholly or partially subject to 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 CHERRY HILL CONSTRUCTION, INC.
Address 8170 Mission Rd., Jessup, MD 20794

2. SECURED PARTY

Name L. B. SMITH, INC.
Address Baltimore & Washington Prkwy. & Dorsey Rd.
Hanover, MD 21076

Mail to

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 Model BW213D Bomag Vibratory Roller, S/N 400-119433, together 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).

RECORD FEE 11.00
POSTAGE .50

CHECK THE LINES WHICH APPLY

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

#20208 0237 R01 TOP#52
JAN 3 1986

(If collateral is goods which are or are to become fixtures) The above 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)
CHERRY HILL CONSTRUCTION, INC.
Type or Print Above Name on Above Line
BY: *James A. Openshaw, Jr.*
(Signature of Debtor)
James A. Openshaw, Jr./President
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
L. B. SMITH, INC.
Type or Print Above Signature on Above Line

1986 JAN -3 AM 9:52
E. AUBREY COLLISON
CLERK

259814

CIRCUIT COURT OF ANNE ARUNDEL COUNTY

FINANCING STATEMENT

RECORD FEE 13.00
RECORD TAX 195.50
PARTIAL C777 R02 T-10-39
JAN 3 86

- 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 \$ 26,695.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s) Address(es)
 Arundel CT, P.A. 200 Hospital Drive, Suite 306
 Glen Burnie, Maryland 21061

6. Secured Party Address
 Equitable Bank, National Association 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 therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

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

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

Debtors Arundel CT, P.A.
 BY: Henry S. Lewis, Jr., M.D. (Seal) _____ (Seal)
 Henry S. Lewis, Jr., M.D. Treasurer
 _____ (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)

13.50
195.50

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1986 JAN -3 AM 11:16
 E. AUBREY COLLISON
 CLERK

SCHEDULE A

LIBER - 493 PAGE 213

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

LIBER - 493 PAGE 214

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).

01
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

Xerox 125 System #ORS125

Mail to Equitable Bank

12 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259815

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

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

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

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

1. DEBTOR

Name Sarro/Siegel Leasing Partnership

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

RECORD FEE 12.00
POSTAGE 50
#10784 C777 R02 110:40
JAN 3 86

2. SECURED PARTY

Name Richard N. Scott, M.D., P.C.

Address 4801 Massachusetts Avenue, N.W.

Mail to

Washington, D.C. 20016

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease assignment dated December 15, 1985, Schedule 01 dated December 15, 1985, between assignor as Lessor and LEASE ACCOUNT #585121 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of rents dated December 20, 1985 between Assignor and Assignee:

- 1 (one) Bio Sound 2000 2SA including 8 Mega Hertz Probe S/N 4760, FFT Spectrum Analysis catalog #300-0000, 1/2" VTR Deluxe Mobil Card S/N 525N08
- 1 (one) Catalog #900-5000 Video hard copy system w/Polaroid Camera S/N 1217

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP

Frank J. Sarro III
(Signature of Debtor)

✓ Frank J. Sarro III, Partner
Type or Print Above 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

124

Filed with Anne Arundel County.

DR.S

1986 JAN -3 4:11:16
E. ARUNDEL COUNTY CLERK

985956

LIBER - 493 PAGE 216

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

December 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. 245488 in Office of W. Carole Larrimore (County and State) Al. Co. Mo.
(Filing Officer)

Debtor or Debtors (name and Address):
FRANK PAUL CAMPSTER
7428 MYERS DRIVE
CLAN BURNIE MO 61011

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 KH Secured Party Mark to
Its Branch Office Manager

Form 91 MD (3-79)

RECORD FEE 10.00
POSTAGE .50
#10785 0777 R02 T10:41
JAN 3 86

1986 JAN -3 AM 11:16

E. AUSTIN COLLISON

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

12.1.19....., 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. 237550..... in Office of ... W. Garrett ... Baltimore ... Prince Georges County
Liber 436 Folio 438 (Filing Officer) (County and State)

Debtor or Debtors (name and Address):
Glendon Johnson Jr
Rachel H. Johnson
8305 Cambridge Ct
Severn Md. 21144

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

By *Harshold Finance Corporation*
Secured Party
Its Branch Office Manager

Form 91 MD (3-79)

RECORD FEE 10.00
POSTAGE .50
#10787 C777 R02 110:44
JAN 3 86

1986 JAN -3 AM 11:16
E. AUGUST COLLISON
CLERK

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

12/17 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. 243769 in Office of George H. Gammage Anne Arundel County
Liber 453 Folio 264 (Filing Officer) (County and State)
Debtor or Debtors (name and Address):
Joseph R. Yingling 224 Glen Rd.
Mary J. Yingling Annapolis Beach 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 Corporation
Secured Party
By
Its Branch Office Manager

Form 91 MD (3-79)

RECORD FEE 10.00
POSTAGE #10788 C777 HQ2 TX10:45
JAN 3 88

1986 JAN -3 AM 11:16
E. AUBREY COLLELSON
CLERK

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

1. Debtor(s) (Last Name First) and address(es)
B & A Foods, Inc.
546 Cardinal Drive
Pasadena, Maryland 21122

Mail to

2. Secured Party(ies) and address(es)
Dean Foods, Inc.
8270 Streamwood Drive
Baltimore, Maryland 21208

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

RECORD FEE 10.00
POSTAGE .50
#10791 0777 RQ2 110:51
JAN 3 83

4. This statement refers to original Financing Statement bearing File No. 236538
Filed with Anne Arundel County Date Filed February 5 19 81

- 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.

No. of additional Sheets presented:

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

Dean Foods, Inc.
By: *[Signature]* PRESIDENT
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

[Handwritten initials]
1986 JAN -3 AM 11:16
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. 259817

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 - 163200

Name MCGARVEYS SALOON LTD.
Address 8 MARKET SPACE, ANNAPOLIS, MD 21401

2. SECURED PARTY - 163200

Name NELCO CORPORATION
Address 10011 WASHINGTON BLVD., LAUREL, MD 20707

RECORD FEE 11.00
POSTAGE .50
#10792 C777 R02 110:53
JAN 3 86

Person And Address To Whom Statement Is To Be Returned 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 C-124H-W-P ICE-O-MATIC ICE MACHINE
S/N I599-00014W
- 1 MODEL 750 MANNHARDT ICE STORAGE BIN
S/N SP12185

Assignee
The Finance Company of America
Mubsey Building
Baltimore, Md. 21202

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)

MCGARVEYS SALOON LTD.
(Corporate or Trade Name)

[Signature]
(Signature of Debtor)

MICHAEL E. ASHFORD
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

NELCO CORPORATION

[Signature]
(Signature of Secured Party)

HOWARD E. NELSON
Type or Print Above Signature on Above Line

1966 JAN -3 AM 11:16
E. AVBELY COLLISON
CLERK

AA Co.

LIBER - 493 PAGE 221

13 310

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

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

RECORD FEE 13.00
 #10795 6777 ROZ 10:55
 JAN 3 86

FINANCING STATEMENT

BUILDERS LEASING COMPANY

1. Debtor(s):

Name or Names—Print or Type
 Suite 1703, 10401 Grosvenor Place, Rockville, Maryland 20852
 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:

MELLON BANK (EAST) NATIONAL ASSOCIATION
 Name or Names—Print or Type
 Mellon Bank Center Philadelphia Pennsylvania 19102
 Address—Street No., City - County State Zip Code

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

See attachments

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

Debtor(s):

BUILDERS LEASING COMPANY
 By: Bresler & Reiner, Inc.

By: Burton J. Reiner, President

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

Name and Address: Alan J. Mogol, Esq.
 Ober, Kaler, Grimes & Shriver
 1600 Maryland National Bank Building
 10 Light Street
 Baltimore, Maryland 21202

RECEIVED
 1986 JAN -3 AM 11:16
 E. RUSSELL COLLISON
 CLERK

1300



ATTACHMENT TO FORM UCC-1

1. The equipment and other personal property described in the schedules attached hereto (the "Equipment"), being the Equipment leased under that certain Equipment Schedule No. 05 dated December 18, 1985, executed pursuant to that certain Master Equipment Lease dated as of July 24, 1985, including all existing and future subleases, amendments, riders, schedules and supplements thereto (collectively, the "Lease"), between the Debtor, as lessor, and The North Arundel Hospital Association, Inc., as lessee, together with all accessories, parts, attachments and appurtenances appertaining or attached to any of the Equipment, and all substitutions, trade-ins, renewals and replacements of, and improvements and accessions to any and all of said Equipment, and in each case whether now owned or hereafter acquired;
2. All right, title and interest of the Debtor, as lessor, in and to the Lease and all amounts of rent, insurance proceeds, indemnity (but specifically excluding any tax indemnity pursuant to Rider No. 1, the Tax Indemnification Leverage, executed pursuant to and attached to the Lease) or other payments of any kind for or with respect to any item of Equipment, and other sums due and to become due thereunder (including, without limitation, casualty values), including any and all extensions or renewals thereof insofar as the same cover or relate to the Equipment;
3. Together with all the proceeds (cash and non-cash), issues, income, profits, all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, and books and records related to, arising from, or in connection with the foregoing.

SCHEDULE

LIBER - 493 PAGE 223

CPG 20-3T CONSTANT POTENTIAL GENERATOR

CPG 20 2000 mA, 150 kVp (160 kW) Constant Potential Generator with automatic memory and including:

- * Constant potential output of:
 - 2000 mA at 80 kVp
 - 1500 mA at 100 kVp
 - 300 mA at 150 kVp
- * Tetrode controlled secondary switching
- * Modular concept with separation of functions
- * Radiographic module with:
 - Stepless kV adjustment from 50 to 150
 - Stepless mA adjustment from 50 mA at 2000 mA
 - Stepless time increments from 3 ms. to 1 second
- * Indication of tube load percentage and number of exposures permitted
- * Operating module with precalibrated pushbuttons which determine:
 - x-ray tube
 - image receptor
 - mode of operation
 - focal spot
- * Fluoroscopy module with:
 - pulsed fluoroscopy
 - continuous kV regulation from 50 to 120
 - 8 preset mA values
 - temporary high R selection
 - automatic brightness control
- * Automated cine module with:
 - 8 preset programs covering cine parameters (each button pre-selects):
 - : Frame Rate
 - : Focal Spot Size
 - : mA
 - : Exposure Time
 - Automated cine module with:
 - Test selection, predetermination of starting kV value for cine run
 - kV correction and adjustment with the first 3 frames of each cine run

ARRITECHINO 35/90 FPS CINE CAMERA providing:

- * Variable frame rates up to 90 fps
- * Cine control module with 8 cine programs
- * Cine density adjustment
- * (1) 150m magazine

OLDELFT COMBILATOR II PROCESSOR including:

- (1) film supply magazine
- (2) film cores
- (1) 35mm take-up spool
- (1) additional film supply magazine

VANGUARD XR35 CINE PROJECTOR including:

- rear projection hood
- mobile cart (standing)
- frame counter

SONY VIDEO TAPE RECORDER - 3/4" Cassette

With: Sony 3/4" U-Matic Video Tape Recorder with 4.0 MHz bandwidth, 400L horizontal resolution, 525L record/playback/freeze frame, loop through video output, fast forward/reverse and search, and remote control (V0580011).

Mail to Ober, Kaler, Gammert & Shawin

AA Co.

LIBER - 493 PAGE 224

050813

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF
<input checked="" type="checkbox"/> NOT TO BE		<input checked="" type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

Lessee: THE NORTH ARUNDEL HOSPITAL ASSOCIATION, INC.
 Name or Names—Print or Type
301 Hospital Drive, Glen Burnie, Maryland 21061
 Address—Street No., City - County State Zip Code

Lessor: BUILDERS LEASING COMPANY
 Name or Names—Print or Type
Suite 1703, 10401 Grosvenor Place, Rockville, Maryland 20852
 Address—Street No., City - County State Zip Code

Assignee of Lessor: MELLON BANK (EAST) NATIONAL ASSOCIATION
 Name or Names—Print or Type
Mellon Bank Center Philadelphia, Pennsylvania 19102
 Address—Street No., City - County State Zip Code

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

Certain equipment as described on Exhibit A, attached hereto and incorporated herein. THIS IS A TRUE LEASE. THIS FILING IS FOR INFORMATIONAL PURPOSES ONLY.

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

5. If collateral is crops, describe real estate.

RECORD FEE 11.00
 POSTAGE 50
 #10796 0777 R02 T10:57
 JAN 3 86

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

Lessee:
 THE NORTH ARUNDEL HOSPITAL ASSOCIATION,
 INC.

Lessor:
 BUILDERS LEASING COMPANY
 By: [Signature]
 BRESLER & REINER, INC.,
 General Partner

BY: T. Wyatt Medicus
T. Wyatt Medicus,
Director of Finance

By: Burton J. Reiner,
President

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

Alan J. Mogol, Esquire
 Ober, Kaler, Grimes & Shriver
 1600 Maryland National Bank Bldg.
 Baltimore, Maryland 21202

1100

[Handwritten mark]

1986 JAN -3 AM 11:16

RECEIVED COLLISION
CLEAR

SCHEDULE

CTG 20-3T CONSTANT POTENTIAL GENERATOR LIBER - 493 PAGE 225

CTG 20 2000 mA, 150 kVp (160 kW) Constant Potential Generator with automatic memory and including:

- * Constant potential output of:
 - 2000 mA at 80 kVp
 - 1500 mA at 100 kVp
 - 300 mA at 150 kVp
- * Tetrode controlled secondary switching
- * Modular concept with separation of functions
- * Radiographic module with:
 - Stepless kV adjustment from 50 to 150
 - Stepless mA adjustment from 50 mA at 2000 mA
 - Stepless time increments from 3 ms. to 1 second
- * Indication of tube load percentage and number of exposures permitted
- * Operating module with precalibrated pushbuttons which determine:
 - x-ray tube
 - image receptor
 - mode of operation
 - focal spot
- * Fluoroscopy module with:
 - pulsed fluoroscopy
 - continuous kV regulation from 50 to 120
 - 8 preset mA values
 - temporary high R selection
 - automatic brightness control
- * Automated cine module with:
 - 8 preset programs covering cine parameters (each button pre-selects):
 - : Frame Rate
 - : Focal Spot Size
 - : mA
 - : Exposure Time
 - Automated cine module with:
 - Test selection, predetermination of starting kV value for cine run
 - kV correction and adjustment with the first 3 frames of each cine run

ARRITECINO 35/90 FPS CINE CAMERA providing:

- * Variable frame rates up to 90 fps
- * Cine control module with 8 cine programs
- * Cine density adjustment
- * (1) 150m magazine

OLDELFT COMBILATOR II PROCESSOR including:

- (1) film supply magazine
- (2) film cores
- (1) 35mm take-up spool
- (1) additional film supply magazine

VANGUARD XR35 CINE PROJECTOR including:

- rear projection hood
- mobile cart (standing)
- frame counter

SONY VIDEO TAPE RECORDER - 3/4" Cassette

With: Sony 3/4" U-Matic Video Tape Recorder with 4.0 MHz bandwidth, 400L horizontal resolution, 525L record/playback/freeze frame, loop through video output, fast forward/reverse and search, and remote control (V05800H).

Mail to Alan J. Moog

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(ies) 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 11.00 POSTAGE 50 #10797 C777 R02 110:58 JAN 3 86

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

New: 1 Model 576 curve tracer with standard test fixture.

"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: County Recorder - Anne Arundel

Gould, Inc.
Defense Electronics Div.
By: *[Signature]*
Signature(s) of Debtor(s)

Equitable Life Leasing Corporation
By: *[Signature]*
Signature of Secured Party

(STANDARD)

MODERN LAW FORMS CHICAGO
(312) 640-1688

(1) FILING OFFICER COPY ALPHABETICAL

11/50

[Handwritten mark]

RECORDED
DEPT. OF CLERK & COUNTY
1986 JAN -3 AM 11:17
E. AVIGOR J. COLLISON

FINANCING STATEMENT

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

1. Name of Debtor(s): Joseph W. Camac
Address: 366 Wellerburn Avenue
Severna Park, MD 21146

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND
Address: ~~3000 Georgia Avenue~~ 209 Main Street
~~Silver Spring, Maryland 20910~~ Annapolis, MD ~~21146~~ 21401

3. This Financing Statement covers the following types (or items) of property: One new, 1986 AGFA RPS 2024 Compact Vertical Camera, Serial #43326-250; One new, 1986 AGFA WD-37 Washer/Dryer, Serial #2675; One new, 1986 AGFA CP-530 Processor, Serial #2313; One new, 1986 Selectline Permaquik RC Processor, Serial #7188; One new, 1985 Linotron 101/S Computer, Serial #10706362; One new, 1986 CRTerminal 300, Serial #8783; AND One new, 1986 Typeview 300, Serial #27063.

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

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

RECORD FEE 11.00
POSTAGE .50
#20278 0237 R01 113:36
JAN 3 86

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): *Joseph W. Camac*
Joseph W. Camac

Secured Party:
1st AMERICAN BANK OF MARYLAND
By: *David E. Klein*
David E. Klein, Sr. Branch Officer
(Type Name and Title)

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

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mail to 1st American Bank

RECEIVED FOR RECORD
CIRCUIT COURT, ST. MARY'S COUNTY
EC 1986 JAN -3 PM 1:34
E. AUBREY COLLISON
CLERK

LIBER - 493 PAGE 228

Not to be Recorded
in the Land Records

7.3(b)

MARYLAND UNIFORM COMMERCIAL CODE - SECURED TRANSACTIONS
TERMINATION STATEMENT

[For Filing with the Circuit Court for
Anne Arundel County, Maryland]

This termination statement refers to the financing statement:

1. Identification References:

Identifying No.: 247731

Liber: 462

Page: 563

Date: June 13, 1983

RECORD FEE 10.00
POSTAGE .50
#20078 C237 R01 T14:12
JAN 3 86

2. Debtor:

Name: Anne Arundel County, Maryland (the "County")

Address: Arundel Center
Annapolis, Maryland 21401

3. Secured Party:

Name: Maryland National Bank, as trustee (the "Trustee")
under an Indenture of Trust dated as of June 1,
1983, between the County and the Trustee for the
benefit of the holders from time to time of the
Anne Arundel County, Maryland, Port Facilities
Revenue Notes (Baltimore Gas and Electric Company
Project), Commercial Paper Series, and the
Baltimore County, Maryland, Port Facilities
Revenue Notes (Baltimore Gas and Electric Company
Project), Revolving Loan Series.

RECORDED
INDEXED
JAN 3 1986

1986 JAN -3 PH 2:11

Address: 2 North Charles Street LIBER - 493 PAGE 229
Baltimore, Maryland 21201

The financing statement between the foregoing Debtor and Secured Party, bearing the identification references shown above, has terminated and the Secured Party has released all collateral described in such financing statement.

Secured Party:

MARYLAND NATIONAL BANK

By: Robert L. Catlin II

ROBERT L. CATLIN, II
Asst. Corporate Trust Officer

To the Filing Officer: After this termination 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.

Mail to ~~_____~~

TO BE FILED IN THE
FINANCING STATEMENT RECORDS
IN ANNE ARUNDEL COUNTY

LIBER - 493 PAGE 230

759822

FINANCING STATEMENT

RECORD FEE 17.00
POSTAGE .50
#10949 C777 R02 T13:25
JAN 3 86

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

SECURED PARTY: > George Phillips
Annapolis Harbour House, Inc.
87 Prince George Street
Annapolis, Maryland 21401

DEBTOR: > Betty L. Davis
527 Point Field Drive
Millersville, Maryland 21108

1. This Financing Statement covers all of the following property: The interest of the Debtor in the equipment listed as Exhibit B attached hereto and made a part hereof.
2. This transaction is exempt from the Recordation Tax.
3. Such equipment is located on the real property more particularly described on Exhibit A attached hereto.

Dated this 12th day of December, 1985.

173
By George P. Phillips
George Phillips
SECURED PARTY

By Betty L. Davis
Betty L. Davis
DEBTOR

RETURN TO:

Susan D. Baker
929 North Howard Street
Baltimore, Maryland 21201

1986 JAN -3 PM 2:12
E. ROBERT COLLISON
CLERK

All that property known as 571 Revell Highway, Annapolis, Maryland, 21401, and described as follows:

BEGINNING for the same at the beginning point of the parcel of land secondly described in the conveyance from Orlando Ridout, III, et al., to Whitehall Investment Corporation, by deed dated June 26, 1963 and recorded among the Land Records of Anne Arundel County in Liber 1670, folio 3, said point being at the intersection of the southernmost right of way line of the State Road to the Chesapeake Bay Bridge as shown on State Roads Commission of Maryland, Plat No. 9894 with the westernmost line of the conveyance from Frank E. Ridout and wife to Orlando Ridout, Jr., by deed dated November 18, 1936, and recorded among the aforesaid Land Records in Liber F.A.M. No. 156, folio 345 thence leaving said outline and running with the southernmost right of way line of the Revell Highway and a part of the first line of the first above mentioned conveyance and referring the sources of this description to the Maryland State Grid Meridan South 71 degrees 48 minutes 40 seconds East 200.00 feet, thence leaving said lines and running two new lines of division, viz.: South 17 degrees 55 minutes 57 seconds West 435.60 feet; North 71 degrees 48 minutes 40 seconds West 200.00 feet to intersect the eighth line of the parcel of land conveyed by Orlando Ridout, III, et al., to Whitehall Investment Corporation, by deed dated April 29, 1965 and recorded among the aforesaid Land Records in L.N.P. No. 1857, folio 66, at a point 35.59 feet from the end of said line, thence binding on the remainder of said line and the sixth line of said Parcel No. 2 of the first above mentioned conveyance, and also binding along the easternmost side of a right of way 40 feet wide, with the use thereof in common with others binding thereon; North 17 degrees 55 minutes 57 seconds East 435.60 feet to the point of beginning, containing 2.000 acres of land more or less.

BEING the same property which by Deed dated November 28, 1966 and recorded among the Land Records of Anne Arundel County in Book 2027, Page 386 was granted and conveyed by C. Bowie Rose, trustee of Anne Arundel County and State of Maryland and Whitehall Investment Corporation, a body corporate of the State of Maryland as an undivided one-third interest to George P. Phillips and Joan W. Phillips, his wife, as tenants by the entirety, an undivided one-third interest to Leonard Berman and Rosalie Berman, his wife, as tenants by the entirety and an undivided one-third interest to David T. Brown and Anne Marie Brown, his wife, as tenants by the entirety.

EXHIBIT B

WHITEHALL INNFurniture and Equipment ListMAIN PUBLIC ROOM

77 chairs	12 (4 seat) tables
9 double booth seats	3 (6 seat) round tables
7 single booth seats	1 waitress station stand
15 booth tables	1 3-shelf bus cart
7 small (2-seat) tables	1 7 seat Banquette (booth)

LOBBY

1 (2 seat) bench with backrest	1 cigarette machine (Ahern vending)
2 benches	1 "spool" table (small)
2 chairs	

COURTYARD

15 (4 seat) tables
 60 wrought iron chairs
 1 waitress station stand
 1 metal bus stand

LINE KITCHEN

1 pass-thru salad box
 1 steam table unit with under refrigeration and sandwich unit
 1 4-slice toaster
 1 bread warmer
 1 ice cream freezer
 1 work table with sink
 1 dipper well with water line
 1 Litton Microwave
 1 Amana Radarange
 1 Vulcan oven with double salamander
 1 Wells double fryer (2 baskets)
 2 Vulcan fryers (4 baskets)
 1 Vulcan oven with hot top unit
 1 Star fryer and table

MAIN DINING ROOM COFFEE STATION

2 door refrigerator with sink and ice bin
 1 5-burner Bunn-a-matic coffee maker
 1 ice tea machine

COURTYARD COFFEE STATION AND SERVICE CORRIDOR

2 door refrigerator with ice bin
 1 ice tea machine
 1 two light heat lamp warmer
 1 "Howard" upright freezer (Not Operating)
 1 six foot wooden table
 3 metal folding chairs
 4 high chairs

PREPARATION KITCHEN

LIBER - 493 PAGE 233

- 1 3-compartment sink
- 1 double door 5' produce refrigerator
- 1 6-foot work table
- 3 portable Salad Bar Units
- 1 portable beverage bar
- 1 Blakeslee mixer
- 1 Globe slicer
- 1 slicer table
- 1 "Prawto" shrimp cutting machine
- 1 "Penn" Walk-in freezer with shelving (dunnage racks)
- 1 24-pan capacity rolling rack

BACK KITCHEN AND DISHROOM

- 1 small "Frigid" cooler freezer
- 2 "Kold Draft" ice machines
- 1 "Slop" sink
- 1 "Shaeffer" freezer
- 1 Walk-in refrigerator with shelving
- 1 15-pan capacity rolling rack
- 1 3-compartment sink with shelving and pot rack
- 1 Dish Machine with shelving and dish racks

SERVICE BAR

- 1 Koch Beverage cooler (4 sliding doors) with shelving
- 1 Bar sink with drain and water
- 1 "EDI Easley Pour" liquor dispensing system
- 2 Champagne buckets and stands
- 1 Frigidaire ice machine
- 1 2-keg beer cooler
- 1 Bar sink with double drain and double ice bin with cold plate
- 1 Pepsi-Cola soft drink dispenser
- 2 Hamilton Beach bar mixers
- 1 NCR 250 Cash Register with 1 drawer table stand
- 1 Zee medical First Aid Box
- 1 American Express credit card imprinter
- 1 Hand sink with towel dispenser

MANAGER'S OFFICE

- 1 small "Diebold" safe
- 1 4-drawer filing cabinet

MAIN OFFICE

- 1 Desk
- 1 secretary's chair
- 1 4-drawer filing cabinet
- 1 Underwood typewriter with table
- 1 2-door filing cabinet
- 1 "Sharp" calculator

MISCELLANEOUS

- 1 Electro-lux Vacuum Cleaner
- 1 8 foot wooden ladder

Mail to George Phillip

FINANCING STATEMENT FORM UC 71

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name GREENE, Kenneth C. & Carolyn J.
Address Rt. 5, Box 382A, Mechanicsville, MD 20659

RECORD FEE 12.00
MORTGAGE .50
#10855 0777 R02 11:30
JAN 3 86

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)

1985 Cobalt 21'1" Fiberglass Hull #FGE2C0041485
1985 Mercury Gas 260HP Engine #6919537

Home Anchorage/Winter: Annapolis, MD

Assignee:

Horizon Financial, F.A.
808 Masons Mill Business Park
1800 Byberry Rd.
Huntingdon 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)

Kenneth C. Greene
(Signature of Debtor)

Kenneth C. Greene
Type or Print Above Name on Above Line

Carolyn J. Greene
(Signature of Debtor)

Carolyn J. Greene
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION
Type or Print Above Signature on Above Line

1986 JAN -3 PM 2:12
E. ARDRELL COLLISON
CLERK

1200
1250

Annie Arndell Co
12-16-85

FINANCING STATEMENT FORM UC 71

Identifying File No. 259821

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 11/25/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
#10859 C777 R02 T13-33
JAN 3 86

1. DEBTOR

Name Baker, Robert A. Sr.
Address 1633 Parkcrest Cir. #100 Reston, VA 22090

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)

1985 Chris Craft 25'4" Fiberglass Hull # CCHEK145E585
1985 Mercury Gas 228HP Engine #T6913104

Home Anchorage/Winter: Annapolis, MD

Assignee:

Horizon Financial, F.A.
808 Masons Mill Business Park
1800 Byberry Rd.
Huntingdon 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)

Robert A. Baker Sr.
(Signature of Debtor)

Robert A. Baker, Sr.
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

1100
50

Anne Arundel Co
12.16.85

1986 JAN -3 PM 2:13
E. JUDITH COLLISON

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)

Glen Burnie Hauling, Inc.
1760 West Drive
Pasadena, Maryland 21122

Mail to

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

Leach Credit Corporation
P. O. Box 1275
76 Western Avenue
Fond du Lac, Wisconsin 54935

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

RECORD FEE 11.00
#10960 0777 R02 113:36
JAN 3 86

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

- 1983 Leach trash packer, model 2R with 31 cubic yard capacity
S/N PO-15386
- 1983 Leach trash packer, model 2R with 31 cubic yard capacity
S/N PO-15400

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

"EXEMPT FROM RECORDATION TAX"

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

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

Filed with:

Glen Burnie Hauling, Inc.

By:

[Signature]
Signature(s) of Debtor(s)

Leach Credit Corporation

By:

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

[Handwritten initials]

RECEIVED
1986 JUN -3 PM 2:13
E. AUSTIN COLLISON
CLERK

A13878

Anne
Arundel

LIBER - 493 PAGE 237

FINANCING STATEMENT FORM UCC-1

Identifying File No. 250820

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 12/18/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Future Vision, Inc.
Address 496 Ritchie Highway, Severna Park, MD 21146

2. SECURED PARTY

Name American Equipment Leasing Co., Inc.
Address P.O. Box 1258, 135 S. 5th St., Reading, Pa. 19603

RECORD FEE 11.00
POSTAGE 50
#10861 C177 R02 113437
JAN 3 86

Mail to

Person And Address To Whom Statement Is To Be Returned 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 (one) Ditch Witch trencher Model C99 Serial No. 117401

This financing statement is being recorded for notice purposes only, and shall not be deemed to grant the debtor any property interest in the equipment herein described.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Future Vision Satellite, Inc.
Nikolaos Mamalis
(Signature of Debtor)

NIKOLAOS MAMALIS, Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

American Equipment Leasing Co., Inc.

Dawn C. McCoy
(Signature of Secured Party)

DAWN C. MCCOY
Type or Print Above Signature on Above Line

1103

[Handwritten initials]

1986 JAN -3 PM 2:13

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UC 7-1

Identifying File No. 259827

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 office for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Patterson, Richard C. & Marcia T.
Address Rt. 1 Box 244, Mechanicsville, MD 20659

RECORD FEE 12.00
POSTAGE 50
#10863 0777 R02 713:39
JAN 3 86

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)

1985 Catalina 38' Fiberglass Hull #CTYM0317A585
1985 Universal Diesel 30HP Engine #311609

Home Anchorage/Winter: Annapolis, MD

Assignee:
Horizon Financial, F.A.
808 Masons Mill Business
Park
1800 Byberry Rd.
Huntingdon 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)

Richard C. Patterson
(Signature of Debtor)

Richard C. Patterson
Type or Print Above Name on Above Line

Marcia T. Patterson
(Signature of Debtor)

Marcia T. Patterson
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Anne Arundel Co
12-16-85

1986 JAN -3 PM 2:13
ELEANOR COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259823

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

If transaction or transactions wholly or partially subject to 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 Odenton Amoco

Address Rt. 175 & Higgins Drive, Odenton, MD 21113

2. SECURED PARTY

Name General Equipment Leasing Company

Address 5 Revere Drive, Northbrook, IL. 60062

RECORD FEE 11.00 #10866 0777 NO. 713:45 JAN 3 86

Person And Address To Whom Statement Is To Be Returned 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) Atlas #475 Scope, (1) Atlas Analog 54 Wheel Balancer,
(1) Atlas Tire Changer, (1) Atlas Brake Lathe

COLLATERAL IS NOT SUBJECT TO RECORDATION TAX

669164-001 C

together with all accessions, attachments & appurtenances thereto & all substitutions & replacements therefore, & all Casualty Insurance Policies thereon. DEBTOR IS NOT AUTHORIZED TO SELL, TRANSFER OR OTHERWISE CONVEY ANY FO THE FOREGOING COLLATERAL.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ASSIGNEE OF SECURED PARTY
Citicorp Industrial Credit
1900 E. Golf, Suite 1100
Schaumburg, IL 60195

Mail to

Signature of Debtor

ODENTON AMOCO
Type or Print Above Name on Above Line

Signature of Debtor

Type or Print Above Signature on Above Line

Signature of Secured Party

GENERAL EQUIPMENT LEASING COMPANY
Type or Print Above Signature on Above Line

RECORDED & INDEXED

1986 JAN -3 PM 2:13

E. AUBREY COLLISON CLERK

1100

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

Roll No. 488 Page No. 358
Identification No. 258007 Dated August 16, 1985

1. Debtor(s) { John E. Harms, Jr. & Associates
Name or Names—Print or Type
85 Ritchie Highway, Pasadena (A.A. County) MD 21122
Address—Street No., City - County State Zip Code

2. Secured Party { The Minicomputer Company of Maryland, Inc.
Name or Names—Print or Type
21 Governor's Court Baltimore MD 21207
Address—Street No., City, County State Zip Code

Mail to

3. Maturity Date (if any) Rutherford Business Center
N/A

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#10887 C777 R02 113:46
JAN 3 86

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

The secured party no longer claims a security interest in any of the property listed as collateral under the financing statement bearing the identification number shown above.

Dated: November 13, 1985

The Minicomputer Co. of Md., Inc

Name of Secured Party

Michael W. Mattheis

Signature of Secured Party

Michael W. Mattheis Vice Pres

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Return to: David Snyder
36 S. Charles Street - Ste. 600
Balto MD 21201



RECORDED
1986 JAN -3 PM 2:13
E. A. COLLISON
CLERK

MARYLAND FINANCING STATEMENT

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: Frank's Exxon, Inc.
 (Name or Names)
723 Nursery Rd, Linthicum, Md 21090
 (Address)

DEBTOR: _____
 (Name or Names)

 (Address)

2 SECURED PARTY: Seaboard Leasing Co.
 (Name or Names)
P.O. Box 570, Jessup Md 20794
 (Address)

3. ASSIGNEE (if any)
 of SECURED PARTY: Mail to

 (Name or Names)

 (Address)

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

1-Alien Engine Analyzer
 Model #92-190
 Serial # EK-53867
 Anne Arundel Co.

RECORD FEE 11.00
 POSTAGE .50
 #10868 0777 R02 113-46
 JAN 3 86

This transaction represents a true lease between the above named parties and is for informational purposes only.

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):
Frank's Exxon, Inc.
 By: William D. Poirer
 (Title)

 (Type or print name of person signing)

SECURED PARTY:
Seaboard Leasing Co.
 By: Stuart R. Bombro
 (Type or print name of person signing)

By: _____
 (Title)

 (Type or print name of person signing)

DATA-FILE SERVICES, INC.
 Return To: 12927 SANTA MONICA BL #102
LOS ANGELES, CA 90025

11/20/50

1986 JAN -3 PM 2:13
 E. ALPHONSE COLLISON

JUL 1 1 1986

LIBER - 493 PAGE 242

259830

MARYLAND FINANCING STATEMENT

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:

Lessee
1 ~~DEBTOR~~: Prince's Tire & Auto Service, Inc.
(Name or Names)
130 Mountain Rd, Pasadena Md 21122
(Address)

DEBTOR: _____
(Name or Names)

(Address)

Lessor
2 ~~SECURED PARTY~~: W.R.R.O. Leasing Co., III
(Name or Names)
Mail to 25 S. Calvert St, Baltimore, Md 21202
(Address)

3 ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

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

1-Allen Engine Analyzer
Model #16-190
HOC 42949 and B8F22119
Anne Arundel Co.

RECORD FEE 11.00
POSTAGE .50
#10869 0777 R02 T13:47
JAN 3 86

This transaction represents a true lease between the above named parties and is for informational purposes only.

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):
Prince's Tire & Auto Service, Inc.
By: William D. Purue
(Title)
(Type or print name of person signing)

SECURED PARTY:
W.R.R.O. Leasing Co. III
By: Stuart R. Rombro
(Type or print name of person signing)

By _____
(Title)
(Type or print name of person signing)

Return To: DATA-FILE SERVICES, INC.
12327 SANTA MONICA BL. #102
LOS ANGELES, CA 90025

11/50

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)
IPC FUNDING CORPORATION
428 4th Street
Suite 3
Annapolis, MD 21403

2 Secured Party(ies) Name(s) and Address(es)
INDUSTRIAL VALLEY BANK
AND TRUST COMPANY
1700 Market Street
Philadelphia, PA 19103
Attn: Legal Department

4 For Filing Office Date Time No Filing Office

Mail to

RECORD FEE 11.00
POSTAGE .50

5 This Financing Statement covers the following types (or items) of property

All leases where Debtor is lessor, whether now existing or hereafter arising, including all lease or rental payments made or to be made thereunder, the equipment leased thereunder, insurance proceeds and all other proceeds thereof

6 Assignee(s) of Secured Party and Address(es)
#10070 1700 MKT ST PH 113547
JAN 3 86

Products of the Collateral are also covered

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 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)

IPC FUNDING CORPORATION

INDUSTRIAL VALLEY BANK AND TRUST COMPANY

By Michael A. Harding
Signature(s) of Debtor(s)

By Patricia A. Shreeff, M.A.
Signature(s) of Secured Party(ies)

(7) FILING OFFICE COPY - NUMERICAL
(5-83)

(Required only if Item 10 is checked)

STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

1986 JAN -3 PM 2:13
RECEIVED BY MAIL
JAN 3 1986

LIBER - 493 PAGE 244

259832

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)
Jones, Donald & Janet
41 Winding Woods Way
Pasadena, Md. 21122

2 Secured Party(ies) and address(es)
U.S. Energy Conservation Corp.
6911 Richmond Highway
Alexandria, Virginia 22306

For Filing Officer (Date, Time, Number, and Filing Office)
RECORD FEE 12.00
POSTAGE 50
#108801 0777 R02 113:57
JAN 3 86

4 This financing statement covers the following types (or items) of property:
5 Double Hung style Energy Lock III
3 Two section sliders Energy Lock III
Tax Exempt
Conditional Sales Contract

5. Assignee(s) of Secured Party and Address(es)
Barclays American/Fin.
424 Maple Avenue, East
Vienna, Virginia 22180

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

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

Filed with CLERK OF THE COURT - ANN ARUNDEL COUNTY

By Donald F. Jones
Donald F. Jones
Janet C. Jones
Janet C. Jones

By John Doebriner
John Doebriner

STANDARD FORM - FORM UCC-1.

13.50

(1) Filing Officer Copy - Alphabetical

RECORD
ANN ARUNDEL COUNTY
1986 JAN -3 PM 2:14
E. AUBREY COLLISON
CLERK

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

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

FINANCING STATEMENT

1. Debtor(s):

Skinner & Logsdon Construction and Equipment, Inc.
 Name or Names—Print or Type
 P. O. Box 782; Glen Burnie, Maryland 21061
 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

Mail to

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

One (1) New John Deere Model JD510B Wheel Ldr/Hoe S/N 722742 w/fully enclosed cab, w/18" backhoe bucket.

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

RECORD FEE 11.00
 POSTAGE 1.50
 210883 0777 R02 11:59
 JAN 3 86

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): Skinner & Logsdon Construction and Equipment, Inc. SECURED PARTY:

BY: Thomas L. [Signature] Title: President
 (Signature of Debtor)

 Type or Print John Deere Industrial Equipment Co.
 (Company, if applicable)

 (Signature of Debtor) /S/ John Deere Industrial Equipment Company
 (Signature of Secured Party)

 Type or Print _____
 Type or Print (Include title if Company)

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

Name and Address John Deere Industrial Equipment Company
 400 19th Street , Moline, Ill 61265

1700
50

[Handwritten initials]

RECORDED
 210883-3 PH 2:14
 COLLISON

LIDER - 493 PAGE 246

259831

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)

Port Annapolis Marina, INC.
7074 Bembe Beach Road
Annapolis, Md. 21403

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

Security National Bank
2000 M Street, NW.
Washington, DC. 20036
Attn: Leasing Department

3. Maturity date (if any)

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

RECORD FEE 11.00
POSTAGE .50
#10885 C777 R02 11:4:00
JAN 3 86

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

Marina Travelift Model #35BFM Z7890
w/ Ford GF 300 Engine, Serial # 2014/1185

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

NOT SUBJECT RECORDATION TAXES

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Anne Arundel County

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

Port Annapolis Marina, INC.

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

Security National Bank

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

(1) FILING OFFICER COPY-ALPHABETICAL

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

1108

Mail to Security Nat'l Bank

1986 JAN -3 PM 2:14
E. ROBERT COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

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

If transaction or transactions wholly or partially subject to 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 OXFORD DEVELOPMENT CORPORATION
Address 7316 Wisconsin Avenue; Bethesda, MD 20814

2. SECURED PARTY

Name PITTSBURGH NATIONAL LEASING CORP.
Address Fifth Avenue & Wood Street
Pittsburgh, PA 15222

RECORD FEE 11.00
POSTAGE .50
#10887 0777 R02 114:01
JAN 3 86

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

3. Maturity date of obligation (if any) _____

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

See eq. outlined on attached Exhibit "A". Said eq. leased to Oxford Development Corporation by Pittsburgh National Leasing Corp. per eq. lease dated 12/31/83. The filing of this financing statement is precautionary only, and should not be construed as evidence of the intent of the parties to enter into any transaction other than that of a lease.

Anne Ardel County
Schedule #10-00144

CHECK THE LINES WHICH APPLY

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

[Handwritten initials]

1986 JAN -3 PM 2:14

R Wayne Moser
(Signature of Debtor)

OXFORD DEVELOPMENT CORPORATION
Type or Print Above Name on Above Line

(Signature of Debtor)

R Wayne Moser
Type or Print Above Signature on Above Line

John W Cost
(Signature of Secured Party)

PITTSBURGH NATIONAL LEASING CORP.
Type or Print Above Signature on Above Line

1/86

EXHIBIT "A"

LIBER - 493 PAGE 248

LESSEE: Oxford Development Corporation
7316 Wisconsin Avenue; Suite 300
Bethesda, MD 20814

LOCATION: Captain's Walk
988 Spa Road
Annapolis, MD 21403
(Anne Arundel County)

SCHEDULE #: 10-00144

SUPPLIER: ODC Communications Corporation
7316 Wisconsin Avenue; Suite 300
Bethesda, MD 20814

EQUIPMENT:

1	PROFITS System	\$ 16,000.00
	-Hardware	
	-Software	
	-Training	
	-One Year Support and Enhancements	
	-Initial Supplies	

TOTAL EXHIBIT "A" \$ 16,000.00

DESCRIPTION:

Wang PC Base Unit 256K Memory	S/N VZ9537
Wang Monochrome Monitor Card	
Wang Monochrome Monitor	S/N WZ7347
Wang Keyboard	S/N KBVZ9537
Wang 10MB Winchester Drive	
Wang Communications Board	
Concord Modem	S/N 19060
Line Adapter	S/N TA20
Epson Printer	S/N 083298
Printer Buffer	S/N 4210801

Mail to Pittsburgh North Leasing Corp

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 475 Page No. 264
Identification No. 252853 Dated July 25, 1984

1. Debtor(s) { James A. Elling
Name or Names—Print or Type
1612 Ebbotts Road, Crofton, Maryland 21114
Address—Street No., City - County State Zip Code

2. Secured Party { Westview Federal Savings and Loan Association
Name or Names—Print or Type
1000 Ingleside Avenue, Baltimore, Maryland 21228
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) ~~July 1, 1999~~

RECORD FEE 10.00
POSTAGE .50
#10089 C777 R02 114103
JAN 3 86

4. Check Applicable Statement:

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

Dated: December 4, 1985

Westview Federal Savings and Loan Assn.
Name of Secured Party

[Signature]
Signature of Secured Party

Herbert M. Katzenberg, President
Type or Print (Include Title if Company)

10⁰⁰/₅₀

[Signature]
1986 JAN -3 PM 2:14
NORTON COLLISON

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259833

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

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

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

This financing statement Dated 11/5/85. is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mack Trucks Incorporated
Address 1731 Midway Road Odenton, MD 21113

2. SECURED PARTY

Name Master Lease Corporation
Address One Presidential BLVD.
Bala Cynwyd, PA 19004

RECORD FEE 11.00
POSTAGE 50
#108971 0777 R02 114:05
JAN 3 86

Mail to

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

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
Mail Equipment as more fully defined in lease #86052517 (PB-1985) dated 10/29/85. This is for a lease and is filed for informational purposes only.

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: Bill Herriott, AS ATTORNEY IN FACT

(Signature of Debtor)

Bill Herriott, Manager

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: Michael Basile

(Signature of Secured Party)

Michael Basile, Credit Manager

Type or Print Above Signature on Above Line

1986 JAN -3 PM 2:15
E. AUBREY COLLISON
CLEM

STATE OF MARYLAND

LIBER - 493 PAGE 251

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258544

RECORDED IN LIBER 490 FOLIO 38 ON September 23, 1985 (DATE)

1. DEBTOR

Name KELLEY VENDING INC.
Address 300 LEGION AVENUE ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION
Address 5055 NATURAL BRIDGE ST. LOUIS, MISSOURI 63115

Mail to

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: AMENDMENT XXX (Indicate whether amendment, termination, etc.)
	TO RECORD SERIAL NUMBERS AS FOLLOWS: FIFTY FIVE (55) NATIONAL SERIES VENDING MACHINES: 82666,82906 25-222-03/222-078310 THRU 222-078334 SHPD. 9/18/85. 30-222-03/222-078337 THRU 222-078366 SHPD. 9/19/85.	
	INV.NO. 25804, 25845	

RECORD FEE 10.00
POSTAGE .50
#10893-0777 R02 114:07
JAN 3 86

B.E. CLERK
1986 JUN -3 PM 2:15
E. COLLISON
CLERK

KELLEY VENDING INC.
[Signature]

Dated December 13, 1985

NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION

[Signature]
(Signature of Secured Party)

ARTHUR F. RUPRECHT, TREASURER
Type or Print Above Name on Above Line

STATE OF MARYLAND

LIBER - 493 PAGE 252

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258543

RECORDED IN LIBER 490 FOLIO 37 ON Sept. 23. 1985 (DATE)

1. DEBTOR

Name KELLEY VENDING INC.
Address 300 LEGION AVENUE ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION
Address 5055 NATURAL BRIDGE ST. LOUIS, MISSOURI 63115

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 10.00
POSTAGE .50
#10894 C777 R02 114:08
JAN 3 86

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.)

TO RECORD SERIAL NUMBERS AS FOLLOWS:
THRITY SEVEN(37) NATIONAL SERIES VENDING MACHINES: 82878
24-146-02/146-012477 THRU 146-012470 SHPD. 9/17/85.
13-146-02/146-012471 THRU 146-012483 SHPD. 9/18/85.

INV. NO. 25805, 25843.

KELLEY VENDING INC.
[Signature]

Dated December 13, 1985

NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION

[Signature]
(Signature of Secured Party)

ARTHUR F. RUPRECHT, TREASURER
Type or Print Above Name on Above Line

D.E. CLERK

1986 JAN -3 PM 2:15

E. WILSON COLLISON

STATE OF MARYLAND

LIBER - 493 PAGE 253

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258545

RECORDED IN LIBER 490 FOLIO 39 ON Sept. 23, 1985 (DATE)

1. DEBTOR

Name KELLEY VENDING INC.

Address 300 LEGION AVENUE ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION

Address 5055 NATURAL BRIDGE AVE., ST. LOUIS, MISSOURI 63115

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 10.00
POSTAGE .50
#10895 0777 R02 114:08
JAN 3 86

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.)

TO RECORD SERIAL NUMBERS AS FOLLOWS:
EIGHTY THREE (83) NATIONAL SERIES VENDING MACHINES:82904
8-145-02/145-059135 THRU 145-059142 SHPD.8/30/85.
37-145-02/145-059144,145-059145,145-059161,145-059163,145-059169 THRU
145-059172,145-059174 THRU 145-059179 SHPD.9/18/85;145-059143,
145-059146 THRU 145-059160,145-059162,145-059164 THRU 145-059168,
145-059173 SHPD.9/20/85.
38-145-02/145-059182 THRU 145-059185,145-059192 THRU 145-059194,
145-059204 THRU 145-059207,145-059210,145-059212,145-059213 SHPD.9/18/85
145-059180,145-059181,145-059186 THRU 145-059191,145-059195 THRU
145-059203,145-059208,145-059209,145-059211,145-059214 THRU 145-059217
INV.NO.25806,25844,25875
SHPD. 9/18/85.

KELLEY VENDING INC.

Dated December 13, 1985

NATIONAL VENDORS, A DIVISION OF
UNIDYNAMICS CORPORATION

(Signature of Secured Party)

ARTHUR F. RUPRECHT, TREASURER

Type or Print Above Name on Above Line

1986 JAN -3 PM 2:15

RECEIVED
E. MURPHY MALLISON
CLERK

259837

UNIFORM COMMERCIAL CODE

LIBER - 493 PAGE 251

Washington Law Reporter Form 1000
1625 Eye St., N.W., Washington, D.C. 20006

To Be Recorded Among the Financing Statement Records

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

Betty L. Davis & Richard S. Davis

527 Point Field Drive Millersville, Maryland 21108

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

Name of Secured Party or assignee

No.

Street

City

State

United Savings Association,

1700 Rockville Pike, Rockville, Maryland 20852

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

All collateral located at 571 Revell Highway, Annapolis, Maryland 21401 and more particularly described in Exhibit "A" attached hereto.

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

RECORD FEE 22.00
POSTAGE 50
#10943 0777 R02 T16:02
JAN 3 96

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

CHECK THE LINES WHICH APPLY

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

Debtor(s) or assignor(s)

Betty L. Davis

Betty L. Davis

Richard S. Davis

(Type or print name under signature)

(Seal)

United Savings Association
(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee
Bruce L. Marcus, Esq., Attorney for Secured Party

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

RETURN TO:

Betty L. Marcus, Esq.
5020 Sunnyside Drive
Suite 300
Rockville, MD

1986 JAN 3 PM 4:07

2-10-96

SCHEDULE "A"

LIBER - 493 PAGE 255

FURNITURE AND EQUIPMENT LIST

WHITEHALL INN

Preparation Kitchen

- 1 3-compartment sink
- 1 double-door 5' produce refrigerator
- 1 6-foot work table
- 3 portable Salad Bar Units
- 1 portable beverage bar
- 1 Blakeslee mixer
- 1 Globe slicer
- 1 slicer table
- 1 "Prawto" shrimp cutting machine
- 1 "Penn" Walk-in freezer with shelving (dunnage racks)
- 1 24 pan capacity rolling rack

BACK KITCHEN AND DISHROOM

- 1 small "Frigid" cooler freezer
- 2 "Kold Draft" ice machines
- 1 "Slop" sink
- 1 "Shaeffer" freezer
- 1 Walk-in refrigerator with shelving
- 1 15-pan capacity rolling rack
- 1 3-compartment sink with shelving and pot rack
- 1 Dish machine with shelving and dish racks

SERVICE BAR

- 1 Koch Beverage cooler (4 sliding doors) with shelving
- 1 Bar sink with drain and water
- 1 "EDI Easley Pour" liquor dispensing system
- 2 Champagne buckets and stands
- 1 Frigidaire ice machine
- 1 2-keg beer cooler
- 1 Bar sink with double drain and double ice bin with cold plate
- 1 Pepsi-Cola soft drink dispenser
- 2 Hamilton Beach bar mixers
- 1 NCR 250 Cash Register with 1 drawer table stand
- 1 Zee medical First Aid Box
- 1 American Express credit card imprinter
- 1 Hand sink with towel dispenser

MANAGER'S OFFICE

- 1 small "Diebold" safe
- 1 4-drawer filing cabinet

MAIN OFFICE

- 1 Desk
- 1 Secretary's chair
- 1 4-drawer filing cabinet
- 1 Underwood typewriter with table
- 1 2-door filing cabinet
- 1 "Sharp" calculator

MISCELLANEOUS

- 1 Electrolux Vacuum Cleaner
- 1 8-foot wooden ladder

Page -2-
Furniture and Equipment List
Whitehall Inn

MAIN DINING ROOM

77	Chairs	12	(4 seat) tables
9	Double booth seats	3	(6 seat) round tables
7	single booth seats	1	waitress station stand
15	booth tables	1	3-shelf bus cart
7	small (2-seat) tables	1	(7 seat) Banquette (booth)

LOBBY

1	(2 seat) bench with back rest	1	cigarette machine (Ahern Vending)
	2 benches	1	"spool" table (small)
	2 chairs	1	table with drawer

COURTYARD

15	(4 seat) tables
60	wrought iron chairs
1	waitress station stand
1	metal bus stand

LINE KITCHEN

1	pass-thru salad box
1	steam table unit with under refrigeration and sandwich unit
1	4-slice toaster
1	bread warmer
1	ice cream freezer
1	work table with sink
1	dipper well with water line
1	Litton Microwave
1	Amana Radarange
1	Vulcan oven with double salamander
1	Wells double fryer (2 baskets)
2	Vulcan fryers (4 baskets)
1	Vulcan oven with hot top unit
1	Star fryer and table

MAIN DINING ROOM COFFEE STATION

1	2-door refrigerator with sink and ice bin
1	5-burner Bunn-a-matic coffee maker
1	Ice tea machine

COURTYARD COFFEE STATION AND SERVICE CORRIDOR

1	2-door refrigerator with ice bin
1	Ice tea machine
1	Two-light heat lamp warmer
1	"Howard" upright freezer (Not operating)
1	Six foot wooden table
3	Metal folding chairs
4	High chairs

PARCEL NO. 1

County of Anne Arundel, State of Maryland:

BEGINNING for the same at the beginning point of the parcel of land described in the conveyance from Orlando Ridout, III, et al., to Whitehall Investment Corporation, be deed dated June 26, 1963 and recorded among the Land Records of Anne Arundel County in Liber 1670, folio 3, said point being at the intersection of the southernmost right of way line of the State Road to the Chesapeake Bay Bridge as shown on State Roads Commission of Maryland, Plat No. 9894 with the westernmost line of the conveyance from Frank E. Ridout and wife to Orlando Ridout, Jr., be deed dated November 18, 1936, and recorded among the aforesaid Land Records in Liber F.A.M. No. 156, folio 345, thence leaving said outline and running with the southernmost right of way line of the Revell Highway and a part of the first line of the first above mentioned conveyance and referring the courses of this description to the Maryland State Grid Meridian South 71° 48' 40" East 200.00 feet, thence leaving said lines and running two new lines of division, viz.: South 17° 55' 57" West 435.60 feet; North 71° 48' 40" West 200.00 feet to intersect the eighth line of the parcel of land conveyed by Orlando Ridout, III et al., to Whitehall Investment Corporation, by deed dated April 29, 1965 and recorded among the aforesaid Land Records in L.N.P. No. 1857, folio 66, at a point 35.59 feet from the end of said line, thence binding on the remainder of said line and the sixth line of said Parcel No. 2 of the first above mentioned conveyance, and also binding along the easternmost side of a right of way 40 feet wide, with the use thereof in common with others binding thereon; North 17° 55' 57" East 435.60 feet to the point of beginning, containing 2.000 acres of land more or less.

BEING part of the same property described in a deed recorded at Liber 2027, folio 386.

Tax I.D. #3-000-90035628

EXHIBIT "A"

LIBER - 493 PAGE 258

PARCEL NO. 2

County of Anne Arundel, State of Maryland:

BEGINNING for the same at the beginning point in the first line of the second parcel of land described in the conveyance from Orlando Ridout, III, et al., to Whitehall Investment Corporation, be deed dated June 26, 1963 and recorded among the Land Records of Anne Arundel County in Liber 1670, folio 3, said point also being at the end of the first line described in a conveyance from C. Bowie Rose, Trustee, and Whitehall Investment Corporation to George P. Phillips, Joan W. Phillips, his wife, Leonard Berman and Rosalie Berman, his wife David T. Brown and Anna Marie Brown, his wife, by deed dated November 28, 1966, and recorded in the aforesaid Land Records in Liber L.N.P. No. 2027, folio 386, said point also being on the southernmost right-of-way line of the State Road to the Chesapeake Bay Bridge as shown on State Roads Commission of Maryland Plat #9894; thence running with the southernmost right of way line of the Revell Highway and a part of the first line of the first above mentioned conveyance and referring the courses of this description to the Maryland State Grid Meridian South $71^{\circ} 48' 40''$ East 100.00 feet, thence leaving said lines and running two new lines of division, viz.: South $17^{\circ} 55' 57''$ West 435.60 feet; North $71^{\circ} 48' 40''$ West 100.00 feet to to a point at the end of the second line of the second above described conveyance; thence running reversely along the second line of the second above mentioned conveyance North $17^{\circ} 55' 57''$ East 435.60 feet to the point of beginning, containing 1.000 acres of land more or less.

BEING part of the same property described in a deed recorded at Liber 2452, folio 344.

Tax I.D. #3-000-90035628

Mail to United Savings Assn.

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 10,000.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Sidney Stiltner Carol M. Stiltner	20 Lyons Creek MHE Lothian MD. 20711

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) 1978 J. S. Case Tractor Loader Backhoe Model D580C
Serial #8975480

RECORD FEE 12.00
 RECORD TAX 70.00
 POSTAGE .50
 #10977 0237 102 111:02
 JAN 6 83

1986 JAN - 6 AM 11:01

MOSBY & JOHNSON

L

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)
<i>Sidney Stiltner</i> Sidney Stiltner	FARMERS NATIONAL BANK OF MARYLAND
<i>Carol M. Stiltner</i> Carol M. Stiltner	

BY *[Signature]*

Type or print names under signatures

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

Mail to _____

12.00
70.00
.50

LIBER - 493 PAGE 260
STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259811

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 350,000.00

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

Recordation Tax Paid to Anne Arundel Co. \$2,450.00.
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name THE McMAHON TRANSPORTATION COMPANY

Address 8383 Elvaton Road, Millersville, MD 21108

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Maryland 21061

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

3. Maturity date of obligation (if any) _____

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

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

THE McMAHON TRANSPORTATION COMPANY

Brian C. Dillon
(Signature of Debtor)

Brian C. Dillon, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]
(Signature of Secured Party)

Larry F. Kimmel, Assist. V.P.
Type or Print Above Signature on Above Line

[Handwritten initials]

1986 JAN -6 PM 3:16

E. AUGUST COLLISON
E. AUGUST COLLISON

17.00
2450.00
50

LIBER - 493 PAGE 261
—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 23rd day of December 1985 by and between

THE McMAHON TRANSPORTATION COMPANY having its principal place of business at 8383
Elyaton Road, Millersville, MD 21108

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST

THE McMAHON TRANSPORTATION COMPANY

Blanca M. Dilloni
Secretary

By *Brian G. Dillon*

Pres

(Seal)
Seal
(Title)

STATE OF
COUNTY OF **Maryland**
Anne Arundel County

Brian G. Dillon

being duly sworn, deposes and says

1. He is the **President** of **THE McMAHON TRANSPORTATION COMPANY** (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this _____

day of _____, 19 _____

Brian G. Dillon

NOTARY PUBLIC

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

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

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

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the **President** of **THE McMAHON TRANSPORTATION COMPANY**

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

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

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

(Notary Seal)

NOTARY PUBLIC

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated December 23, 1985 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used MCI9-47 Passenger Coach	1981	S/N 1M89CM8AXBPO-35871
One (1)	Used MCI9-47 Passenger Coach	1982	S/N 1M89CM642CPO-37067
One (1)	Used MCI9-47 Passenger Coach	1982	S/N 1M89CM6A5CPO-37499
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

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

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

THE McMAHON TRANSPORTATION COMPANY

By: Brian G. Dillon President

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. \$ 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.

17.00
50
POSTAGE
#20463 0777 R01 115:1.2
JAN 6 86

1. DEBTOR

Name Dillons Bus Service, Inc.
Address 8383 Elvaton Road, Millersville, Maryland 21108

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

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

1986 JAN - 6 PM 3:16
E. AUGUSTY DILLON
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)

Dillons Bus Service, Inc.

Keith M. Dillon - President
(Signature of Debtor)

Keith M. Dillon, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]
(Signature of Secured Party)

Larry F. Kimmel, Assist. V.P.
Type or Print Above Signature on Above Line

1700
50

LIBER - 453 PAGE 265

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 23rd day of December 1985 by and between

Dillons Bus Service, Inc. having its principal place of business at
6983 Elvaton Road, Millersville, Maryland 21108

Mortgagor, and Credit Alliance Corporation "Mortgagee".

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST

Eleanor M. Dillon
Secretary

Keith M. Dillon President
Dillon Bus Service, Inc. (Seal)

STATE OF _____
COUNTY OF _____

} ss

Keith M. Dillon being duly sworn, deposes and says

1. He is the **President** of **Dillon Bus Service, Inc.** (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

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

Keith M. Dillon

NOTARY PUBLIC

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

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

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

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the **President** of **Dillon Bus Service, Inc.** who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

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

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated December 23, 1985 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Used Eagle 46 Passenger Bus	1983	10LT	1EUAN6A18CB030925

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

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

Purchaser, Mortgagor or Lessee:

Dillons Bus Service, Inc.

By: Keith M. Dillon, President

Mail to Credit Alliance Corp.

Chattel Mortgage is Supportive to Equipment Lease Agreement. No Recordation Tax.

Anne Arundel Co. 1-088X-02417

LIBER - 493 PAGE 268

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259912

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Hollerbach & Andrews Equipment Co., Inc.

Address 8414 Washington Blvd., Jessup, Maryland 20794

RECORD FEE 21.00 POSTAGE 7.00 RECEIVED 0777 ROL 715-19 JAN 5 88

2. SECURED PARTY

Name Chesapeake Industrial Leasing Co., Inc.

Address 8849 Orchard Tree Lane, Towson, Maryland 21204

Credit Alliance Corporation and/or Leasing Service Corporation

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

3. Maturity date of obligation (if any) _____

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

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

ASSIGNEE OF SECURED PARTY

Credit Alliance Corporation and/or Leasing Service Corporation P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, Maryland 21061

CHECK [X] THE LINES WHICH APPLY

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

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

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

Hollerbach & Andrews Equipment Co., Inc.

[Signature of Debtor]

J. R. HOLLERBACH Type or Print Above Name on Above Line

[Signature of Debtor]

Type or Print Above Signature on Above Line

Chesapeake Industrial Leasing Co., Inc. President

[Signature of Secured Party]

R. J. Brown, V.P. Type or Print Above Signature on Above Line

2100 2150

1988 JAN -6 PM 3:24 HOLLISON

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

LIBER - 493 PAGE 269

THIS MORTGAGE made the DEC 16 1985 day of _____ by and between
Hollerbach & Andrews Equipment Co., Inc., having its principal place of business at
8414 Washington Blvd., Jessup, Maryland 20794

"Mortgagor" and Chesapeake Industrial Leasing Co., Inc. "Mortgagee".

WITNESSETH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST

Hollerbach & Andrews Equipment Co., Inc. (Seal)
By T. P. Hollerbach PRES (Title)

Secretary

STATE OF Maryland
COUNTY OF Howard

} SS

being duly sworn, deposes and says

1. He is the (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage of **Hollerbach & Andrews Equipment Co., Inc.**
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to Chesapeake Industrial Leasing Co., Inc. (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof and there are no liens or claims by or against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

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

T. P. Hollerbach

NOTARY PUBLIC

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

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

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

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of **Hollerbach & Andrews Equipment Co., Inc.** who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____

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

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

(Notarial Seal)

NOTARY PUBLIC

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated DEC 16 1985 19 between the under-
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	1981 International Harvester Chassis with 1981 Schwing Concrete Pump, Model BPL1001 LV, 29/24 , S/N 17050626 KVM 28/24 th R9B	1981	1HTCF2676BGB18825

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

Seller, Mortgagee or Lessor:
Chesapeake Industrial Leasing Co., Inc.

Purchaser, Mortgagor or Lessee:
Hollerbach & Andrews Equipment Co., Inc.

By: R. J. Brown V.P.

By: T. R. Hollerbach PRES

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 DEC 16 1985

between Chesapeake Industrial Leasing Co., Inc., as Seller/Lessor/Mortgagee, and Hollerbach & Andrews Equipment Co., Inc., 8414 Washington Blvd., Laurel, MD 20794

(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, on any assignment and on any contract of guaranty or surety applicable to the contract, 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 unexpired 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. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and for such purposes endorse our name on any such instrument. 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. In the event that Credit shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accordance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to CREDIT, would adversely affect CREDIT's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 132,882.48 DEC 16 1985 day of _____, 19____
IN WITNESS WHEREOF, we have hereunto set our hand and seal this _____

Chesapeake Industrial Leasing Co., Inc. (Seal)
(Seller/Lessor/Mortgagee)

By: RJBrown V.P.

Mail to Credit Alliance Corp

(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.)

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 Hollerbach Equipment Co., Inc.
Address 8414 Washington Blvd., Jessup, Maryland 20794

RECORD FEE 11.00
POSTAGE .50
#20466 0777 R01 T15-19
JAN 6 86

2. SECURED PARTY

Name Hollerbach & Andrews Equipment Co., Inc.
Address 8414 Washington Blvd., Jessup, Maryland 20794
Leasing Service Corporation, P.O. Box 1680, Glen Burnie, MD 20161
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

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

ASSIGNEE OF SECURED PARTY

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hollerbach Equipment Co., Inc.

T.R. Hollerbach PRE
(Signature of Debtor)

T.R. Hollerbach, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Hollerbach & Andrews Equipment Co., Inc.

T.R. Hollerbach PRES.
(Signature of Secured Party)

T.R. Hollerbach, President
Type or Print Above Signature on Above Line

11/50

1986 JAN -6 PM 3:24

E. AUBREY COLLISON
CLERK

EQUIPMENT LEASE AGREEMENT

'LESSOR': Hollerbach & Andrews Equipment Co., Inc. 'LESSEE': Hollerbach Equipment Co., Inc.
8414 Washington Blvd. 8414 Washington Blvd.
Jessup, Maryland 20794 Jessup, Maryland 20794
(Address of Lessor) (Address of Lessee)

On the DEC 16 day of 1985, 19____, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term, at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks): One (1) 1981 International Harvester Chassis S/N IHTCF2676BGB18825, with 1981 Schwing Concrete Pump, Model BPL1001KVM-28/24 S/N 17050626	TOTAL RENT	\$ 132,882.48
	ADVANCE RENT Paid Herewith	\$ 3,691.18
	BALANCE OF RENT	\$ 129,191.30
	No purchase option available hereunder	\$ -0-
	No renewal option available hereunder	\$ -0-
Equipment to be located at: <u>8414 Washington Blvd.,</u> <u>Jessup, Maryland 20794</u>		
Record Owner of Real Estate:		

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

_____ day of _____, 19____, and continuing on the same date of each month thereafter until paid: the first 34 installments shall each be in the amount of \$ 3,691.18, plus any applicable sales tax, and the final installment shall be in the amount of \$ 3,691.18, plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. The term of this lease shall commence upon the acceptance hereof by lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

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

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

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

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

Accepted: Hollerbach & Andrews Equipment Co., Inc. (SEAL)
(Print Name of LESSOR Here)

Hollerbach Equipment Co., Inc. (SEAL)
(Print Name of LESSEE Here)

By: T.P. Hollerbach PRES.
(Signature and Title of Authorized Officer, Partner or Individual)

By: T.P. Hollerbach PRES.
(Signature and Title of Authorized Officer, Partner or Individual)

Attest: _____
 Witness: _____ Secretary

Attest: _____
 Witness: _____ Secretary

This instrument was prepared by _____

LIBER - 493 PAGE 275

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)

care for or abused. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement with Lessor or changes its management operations, ownership of its stock or control, or becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the entire amount of rent then unpaid hereunder together with delinquency charges, collection charges and attorney's fees and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of the Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law (1) recover the Balance, (2) take possession of the Equipment wherever same may be located (with all additions and substitutions), Lessee agreeing to assemble same at and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full) Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (a) retain Equipment and all prior payments of rent, or (b) retain all prior payments and either (i) sell Equipment at public or private sale (all without publication or notice to Lessee and with the right in Lessor to purchase any of the Equipment at such sale) applying any net proceeds less 15% of Total Rent to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor; or (ii) retain Equipment and credit Lessee with the reasonable re-leasing value of the Equipment, Lessee remaining in any event liable for any deficiency; and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. Lessor and Lessee waive any and all right to a trial by jury in any action or proceeding based hereon or relating to the subject matter hereof. Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for the Balance plus reasonable attorney's fees which are hereby agreed to be no less than 20% of any amount sought, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force. As part of the consideration for Lessor's entering into this lease, Lessee hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Lessee's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court located within the State of New York regarding any matter arising hereunder. No failure on the part of Lessee to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named and said person, individually, together with the party named shall be jointly and severally liable for the balance of rent hereunder. Lessor may, in its sole discretion apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any obligations of Lessee presently existing or otherwise. On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option, if Lessee is not in default hereunder, to purchase Equipment as a whole but not in part, as-is, where-is, at the end of the original or any renewal term hereof, upon giving at least 60 days' prior written notice to Lessor, and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessee fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. This contract contains the entire agreement of the parties and may not be modified except in writing. Any provisions hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

GUARANTORS SIGN HERE:

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

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

ASSIGNMENT TO BE EXECUTED BY LESSOR

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Lessor") hereby sells, assigns, transfers and sets over to CREDIT ALLIANCE CORPORATION and/or LEASING SERVICE CORPORATION ("Assignee"), its successors and assigns, the within Equipment Lease Agreement (the "lease") and all right, title and interest in and to the property therein described (the "Equipment"), and all rights, powers and remedies therein, including the right to collect all sums due or to become due thereon and any notes, contracts of guaranty or surety and collateral of any kind or nature which Lessor has and will have pertaining to said lease and the right either in Assignee's own name, or in Lessor's name, to take such legal proceedings or otherwise as Lessor might have taken save for this assignment, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Lessee of any payment at its due date or of any other default by the Lessee without first requiring Assignee to proceed against said Lessee. Lessor will reimburse Assignee for all expenses not paid by Lessee, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, Lessor hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, without prior notice or demand to Lessor, appropriate and apply toward the payment of any of Lessor's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections checks or instruments belonging or payable to Lessor and in Assignee's possession, and for such purposes endorse the name of Lessor on any instrument payable to Lessor. Lessor agrees that Assignee may audit Lessor's books and records of time payment, and compromise claims that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time payment, and compromise claims with, the Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor waives presentment and demand for payment, protest and notice of protest as to any note or notes endorsed or hereafter to be endorsed by Lessor, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by the Lessee in any proceedings under any present or future provisions of law. Lessor warrants that the lease is genuine, enforceable, the only lease executed for the Equipment, is in all respects what it purports to be, is a valid obligation arising out of the lease of the Equipment to the Lessee in the ordinary course of business, contains the entire agreement and all instruments made or given in connection with such transaction and will be paid and performed according to its terms; that all statements therein contained are true; that at the time of execution of this assignment Lessor had good title to the Equipment and the right to transfer title thereto; that the Equipment has been duly delivered and accepted in accordance with the terms of the lease, will be insured as provided in the lease and will be satisfactorily maintained, protected and will operate to the satisfaction of Lessee and Lessor will comply with all of its obligations with respect to the Equipment; that all parties to the lease have capacity to contract; that Lessor has no knowledge of any facts which impair the validity of said lease or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Lessor warrants against all liens, claims, defenses and counterclaims, real or claimed, and compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations having the force of law regarding leases, conditional sales contracts, chattel mortgages and installment paper, hereby agreeing that any filing or recording or renewals thereof of which Assignee may undertake at Lessor's request, or otherwise, shall be at Lessor's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect, or for any reason, and such omission or invalid accomplishment shall not relieve Lessor of any responsibility to Assignee. Lessor expressly represents and warrants that the lease arises out of a bona fide lease or sale in the first instance of the Equipment by Lessor to the Lessee, that title to the Equipment originated with Lessor and not with the Lessee, that prior to the execution of the lease the Lessee did not either directly or indirectly have any interest in the Equipment, that an actual delivery to and acceptance by the Lessee has been made for the Lessee's proper uses and purposes, that any advance rent or down payment was made by Lessee in cash and not its equivalent unless otherwise specifically stated in the lease, that no part thereof was loaned directly or indirectly by Lessor to the Lessee, that Lessor will not advance, give, or loan to the Lessee directly or indirectly any part of the unpaid rent or any other sum payable under the lease, that the Lessee has not and will not either directly or indirectly receive from or through Lessor any part of the consideration for this assignment and that Lessor shall be fully liable for payment of all of Lessee's obligations in the event Lessee fails to pay the Balance under the lease in full immediately upon the sale, transfer, assignment or conversion of the Equipment. Lessor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the Equipment and/or modify the terms of the lease.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment has been executed and delivered to Assignee pursuant to and in furtherance of existing agreement, if any, between Lessor and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Lessor so as to induce Assignee to accept this assignment.

Date: 19 (Print Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Lessor (Witness) (Signature: Title of Office, "Partner" or "Proprietor")

Mail to Leasing Service Corp.

MARYLAND FINANCING STATEMENT

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259813

(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 _____

RECORD FEE 17.00
POSTAGE 50
TOTAL 17.50
JAN 6 86

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

1. LESSEE Primedical, Inc. (Name or Names)
2661 Riva Road (Address) Annapolis, Md. 21401

LESSEE _____ (Name or Names)
_____ (Address)

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

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

4. This financing Statement covers the following types (or items) of property:
See Schedule A attached to and made a part hereof

RECEIVED
1986 JAN -6 PM 3:24
E. AUGHEY COLLISON
CLERK

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

LESSEE W.S. Old
By: Sec Treas (Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly (Title) Manager
Brian G. Connelly (Type or print name of person signing)

By: 1750 (Title)
(Type or print name of person signing)

Return to: Baltimore Federal Financial, F.S.A.
P. O. Box 116
Baltimore, MD 21203
Attn: Nancy Gaynor

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. EFED 365
dated December 18, 1985.

VENDOR	INVOICE NUMBER	DESCRIPTION	UNIT PRICE	QUAN	EXTENDED PRICE	
OREM	2114	BP UNIT STAND-BY	130.50	1	130.50	
OREM	2114	BP UNIT WALL MOUNTED	58.45	4	233.80	
OREM	2114	BP CUFF/BLADDER OBESE	18.23	1	18.23	
OREM	2114	BP CUFF/BLADDER CHILD	11.32	1	11.32	
OREM	2114	BP CUFF/BLADDER INFANT	10.08	1	10.08	
OREM	2114	INCUBATOR	173.88	1	173.88	
OREM	2114	MAYO STAND W/TRAY	60.10	4	240.40	
OREM	2114	IV STAND 2 HOOK CHROME	43.10	1	43.10	
OREM	2114	KICK BUCKET	32.12	1	32.12	
OREM	2114	KICK BUCKET FRAME	54.80	1	54.80	
OREM	2114	ERG MACHINE EK-8	1434.76	1	1434.76	
OREM	2114	SURGICAL LIGHT	272.60	1	272.60	
OREM	2114	PATIENT SCALE	156.42	1	156.42	
OREM	2114	STRETCHER	629.10	1	629.10	
OREM	2114	LITTER PAD CONDUCTIVE 3"	99.59	2	199.18	
OREM	2114	STRETCHER TRENDELENBERG	998.11	1	998.11	
OREM	2114	FOWLER ATTACHMENT	87.77	2	175.54	
OREM	2114	ARMREST ADJUST PADDED	87.77	2	175.54	
OREM	2114	NARCOTIC SAFE	81.02	1	81.02	
OREM	2114	EXAM TABLE W/STIRRUPS	804.00	2	1608.00	
OREM	2114	ERG STAND	253.19	1	253.19	
OREM	2114	OXYGEN UNIT PORTABLE	126.03	1	126.03	
OREM	2114	AMB BAG	101.28	1	101.28	
OREM	2114	STEP STOOL	20.10	4	80.40	
OREM	2114	3-SHELF CART	67.27	1	67.27	
OREM	2114	PAPOOSE BOARD	105.22	1	105.22	
OREM	2114	ASPIRATOR	153.30	1	153.30	
OREM	2114	WHEELCHAIR	191.30	1	191.30	
OREM	2114	LARYNGOSCOPE HANDLE	28.33	1	28.33	
OREM	2114	OPHTHALMOSCOPE HALO 3.5V	73.81	4	295.24	
OREM	2114	LARYNGOSCOPE BLADE S2 1	49.28	1	49.28	
OREM	2114	LARYNGOSCOPE BLADE S2 2	48.62	1	48.62	
OREM	2114	LARYNGOSCOPE BLADE S2 3	45.12	1	45.12	
OREM	2114	WALL TRANSFORMER 3.5V	153.93	4	615.72	
					SUBTOTAL:	\$8,836.80
OREM	5557	STERILIZER	1010.00	1	1010.00	
					SUBTOTAL:	\$1,010.00
NATIONAL	50402	TREATMENT CABINET	344.25	1	344.25	
					SUBTOTAL:	\$344.25
NATIONAL	50401	EXAM TABLE W/ADJ BACK	418.20	1	418.20	
					SUBTOTAL:	\$418.20

Approved and agreed to this 18th day of December, 198 5

Lessee: Primedical, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: X [Signature]

By: [Signature]

Attached to and made a part hereof Equipment Lease No. EPED 365
 dated December 18, 1985.

VEHICLE	INVOICE NUMBER	DESCRIPTION	UNIT PRICE	QUAN	EXTENDED PRICE
ROYAL	82072909	12500L COPIER	1085.00	1	1085.00
ROYAL	82072909	COPIER STAND	120.00	1	120.00
ROYAL	82072909	FREIGHT	45.00	1	45.00
SUBTOTAL:					\$1,230.00
TRON	111117	PROCESSOR	4800.00	1	4800.00
SUBTOTAL:					\$4,800.00
TRON	111114	WORK. SYSTEM	22479.69	1	22479.69
SUBTOTAL:					\$22,479.69
TRON	111111	FILE BIN	172.70	1	172.70
TRON	111111	ID PRINTER	220.00	1	220.00
TRON	111111	APRON	65.45	1	65.45
TRON	111111	GLOVE GLOVES	69.50	1	69.50
TRON	111111	SHOE SHOE	49.50	1	49.50
TRON	111111	FOOT STICK UPHOLD	41.52	1	41.52
TRON	111111	DINING ROOM LAMP	55.45	1	55.45
TRON	111111	SIDE ILLUMINATOR	87.65	1	87.65
TRON	111111	SINGLE ILLUMINATOR	107.80	1	107.80
TRON	111111	DOUBLE ILLUMINATOR	215.60	1	215.60
SUBTOTAL:					\$1,064.97
WILE	0912	TELEPHONE SYSTEM	2800.00	1	2800.00
WILE	0912	MUSIC SYSTEM	570.00	1	570.00
SUBTOTAL:					\$3,370.00
WILE	0929	SECURITY SYSTEM	1595.00	1	1595.00
WILE	0929	FRONT DOOR KEYPAD	125.00	1	125.00
SUBTOTAL:					\$1,720.00
ROBERTS	10321	TYPEWRITER	428.00	1	428.00
SUBTOTAL:					\$428.00
DELANEY	0206	48" SHELVING UNIT	518.75	1	518.75
DELANEY	0206	32" SHELVING UNIT	485.50	1	485.50
DELANEY	0206	36" X-RAY UNIT	348.25	1	348.25
DELANEY	0206	END UNIT	50.50	1	50.50
DELANEY	0206	X-RAY END UNIT	57.50	1	57.50
DELANEY	0206	DELIVERY	123.60	1	123.60
SUBTOTAL:					\$1,560.10

Approved and agreed to this 18th day of December, 198⁵

Lessee: Primedical, Inc.

Lessor: Chesapeake Industrial Leasing Co., Inc.

By: [Signature]

By: [Signature]

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SCHEDULE A

Attached to and made a part hereof Equipment Lease No. BFED 365
 dated December 18, 1985

VENDOR	INVOICE NUMBER	DESCRIPTION	UNIT PRICE	QUAN	EXTENDED PRICE
DIAG SYS	1043	MULTISPIRO-PC	4990.00	1	4990.00
DIAG SYS	1043	3-L SYRINGE	195.00	1	195.00
SUBTOTAL:					\$5,185.00
AMERICAN	12-2W5VX-47	AUDIOSCOPE	238.00	3	714.00
SUBTOTAL:					\$714.00
BALTO STA	F07651	SPECIAL DELIVERY DESK	423.44	1	423.44
BALTO STA	F07651	SPECIAL DELIVERY CHAIR	246.56	1	246.56
BALTO STA	F07651	SPEC DELIV CHAIR DUS	207.70	2	415.40
BALTO STA	F07651	SPEC DELIV ROUND TABLE	174.87	1	174.87
BALTO STA	F07651	ARMLESS STACKING CHAIR	52.26	8	418.08
BALTO STA	F07651	SPEC DELIV LATERAL FILE	487.76	1	487.76
BALTO STA	F07651	SPEC DELIV SIDE CHAIR	219.76	2	439.52
BALTO STA	F07651	BOOKCASE IN GRAY	114.57	1	114.57
BALTO STA	F07651	CREDENZA GRAY	432.15	1	432.15
BALTO STA	F07651	3-SEAT SOFA	535.33	1	535.33
BALTO STA	F07651	2-SEAT SOFA	387.26	1	387.26
BALTO STA	F07651	1-SEATER	233.16	6	1398.96
BALTO STA	F07651	ACCORD END TABLE	125.29	3	375.87
BALTO STA	F07651	VOGEL PETERSON 12-HANGER	140.10	1	140.10
BALTO STA	F07651	BORROUGHS SHELVING	73.95	6	443.70
BALTO STA	F07651	SPEC DELIV SEC'Y DESK	603.00	1	603.00
BALTO STA	F07651	DURALINE CHAIRS 11"	27.25	2	54.50
SUBTOTAL:					\$7,091.07
TOTAL:					\$60,252.08

Approved and agreed to this 18th day of December, 1985

Lessee: Premedical, Inc.

Lessor: Chesapeake Industrial Leasing Co. Inc.

By: X [Signature]

By: [Signature]

Mail to Baltimore Fed Financial

MARYLAND FINANCING STATEMENT

259811

(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 Primedical, Inc. (Name or Names)
2661 Riva Road (Address) Annapolis, Md., 21401
 LESSEE _____ (Name or Names)
 _____ (Address)

RECORD FEE 17.00
 POSTAGE 50
 727455 LT77 101 11:21
 JAN 6 86

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

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

4. This financing Statement covers the following types (or items) of property:
 See Schedule A attached to and made a part hereof

Ship to: Primedical, Inc.
Southdale Square, Ste. 104
8055 Ritchie Hwy.
Pasadena, Md. 21122

1986 JAN -6 PM 3:24
 E. ANTHONY COLLISCO
 CLERK

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

LESSEE Primedical, Inc. LESSOR
See Treas CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 By: _____ (Title) By: Brian G. Connelly Manager
 _____ (Type or print name of person signing) _____ (Type or print name of person signing)
 Brian G. Connelly

By: TTG (Title) Return to: Baltimore Federal Financial, F.S.A.
 _____ (Type or print name of person signing) P. O. Box 116
Baltimore, MD 21203
Attn: Nancy Gaynor

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. _____
dated December 18, 1985.

VENDOR	INVOICE NUMBER	DESCRIPTION	UNIT PRICE	QUAN	EXTENDED PRICE	
OREM	2114	BP UNIT STAND-BY	130.50	1	130.50	
OREM	2114	BP UNIT WALL MOUNTED	58.45	4	233.80	
OREM	2114	BP CUFF/BLADDER OBESSE	18.23	1	18.23	
OREM	2114	BP CUFF/BLADDER CHILD	11.32	1	11.32	
OREM	2114	BP CUFF/BLADDER INFANT	10.08	1	10.08	
OREM	2114	INCUBATOR	173.88	1	173.88	
OREM	2114	MAYO STAND W/TRAY	60.10	4	240.40	
OREM	2114	IV STAND 2 HOOK CHROME	43.10	1	43.10	
OREM	2114	KICK BUCKET	32.12	1	32.12	
OREM	2114	KICK BUCKET FRAME	54.80	1	54.80	
OREM	2114	EKG MACHINE EK-8	1434.78	1	1434.78	
OREM	2114	SURGICAL LIGHT	272.60	1	272.60	
OREM	2114	PATIENT SCALE	156.42	1	156.42	
OREM	2114	STRETCHER	629.10	1	629.10	
OREM	2114	LITTER PAD CONDUCTIVE 3"	99.59	2	199.18	
OREM	2114	STRETCHER TRENDELENBERG	998.11	1	998.11	
OREM	2114	FOWLER ATTACHMENT	87.77	2	175.54	
OREM	2114	ARMREST ADJUST PADDED	87.77	2	175.54	
OREM	2114	NARCOTIC SAFE	81.02	1	81.02	
OREM	2114	EXAM TABLE W/STIRRUPS	804.00	2	1608.00	
OREM	2114	EKG STAND	253.19	1	253.19	
OREM	2114	OXYGEN UNIT PORTABLE	126.03	1	126.03	
OREM	2114	AMBU BAG	101.28	1	101.28	
OREM	2114	STEP STOOL	20.10	4	80.40	
OREM	2114	3-SHELF CART	67.27	1	67.27	
OREM	2114	PAPoose BOARD	105.22	1	105.22	
OREM	2114	ASPIRATOR	153.30	1	153.30	
OREM	2114	WHEELCHAIR	191.30	1	191.30	
OREM	2114	LARYNGOSCOPE HANDLE	28.33	1	28.33	
OREM	2114	OPHTHALMOSCOPE HALO 3.5V	73.81	4	295.24	
OREM	2114	LARYNGOSCOPE BLADE S2 1	49.28	1	49.28	
OREM	2114	LARYNGOSCOPE BLADE S2 2	46.62	1	46.62	
OREM	2114	LARYNGOSCOPE BLADE S2 3	45.12	1	45.12	
OREM	2114	WALL TRANSFORMER 3.5V	153.93	4	615.72	
					SUBTOTAL:	\$8,836.80
OREM	5559	STERILIZER	1010.00	1	1010.00	
					SUBTOTAL:	\$1,010.00
NATIONAL	50402	TREATMENT CABINET	344.25	1	344.25	
					SUBTOTAL:	\$344.25
NATIONAL	50401	EXAM TABLE W/ADJ BACK	418.20	1	418.20	
					SUBTOTAL:	\$418.20

Approved and agreed to this 18th day of December, 1985

Lessee: Primedical, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: X [Signature]

By: [Signature]

SCHEDULE A

LIDER - 493 PAGE - 289

Attached to and made a part hereof Equipment Lease No. REFID 365
 dated December 18, 1985.

VENDOR	INVOICE NUMBER	DESCRIPTION	UNIT PRICE	QUAN	EXTENDED PRICE
ROYAL	R0072989	1200HC COPIER	1065.00	1	1065.00
ROYAL	R0072989	COPIER STAND	120.00	1	120.00
ROYAL	R0072989	FREIGHT	45.00	1	45.00
SUBTOTAL:					\$1,230.00
SIMON	111112	PROCESSOR	4800.00	1	4800.00
SUBTOTAL:					\$4,800.00
SIMON	111115	X-RAY SYSTEM	22479.69	1	22479.69
SUBTOTAL:					\$22,479.69
SIMON	111111	FILM BIN	172.70	1	172.70
SIMON	111111	ID PRINTER	220.00	1	220.00
SIMON	111111	APRON	65.45	1	65.45
SIMON	111111	LEAD GLOVES	69.30	1	69.30
SIMON	111111	GLOVE RACK	49.50	1	49.50
SIMON	111111	FOOT STOOL W/HANDLE	41.52	1	41.52
SIMON	111111	DARKROOM LAMP	55.45	1	55.45
SIMON	111111	SPOT ILLUMINATOR	67.65	1	67.65
SIMON	111111	SINGLE ILLUMINATOR	107.80	1	107.80
SIMON	111111	DOUBLE ILLUMINATOR	215.60	1	215.60
SUBTOTAL:					\$1,064.97
ATI	D918	TELEPHONE SYSTEM	2800.00	1	2800.00
ATI	D918	MUSIC SYSTEM	570.00	1	570.00
SUBTOTAL:					\$3,370.00
ATI	D939	SECURITY SYSTEM	1595.00	1	1595.00
ATI	D939	FRONT DOOR KEYPAD	125.00	1	125.00
SUBTOTAL:					\$1,720.00
RUDOLPH	10364	TYPEWRITER	428.00	1	428.00
SUBTOTAL:					\$428.00
DULANEY	0206	48" SHELVING UNIT	516.75	1	516.75
DULANEY	0206	42" SHELVING UNIT	465.50	1	465.50
DULANEY	0206	36" X-RAY UNIT	346.25	1	346.25
DULANEY	0206	END UNIT	50.50	1	50.50
DULANEY	0206	X-RAY END UNIT	57.50	1	57.50
DULANEY	0206	DELIVERY	123.60	1	123.60
SUBTOTAL:					\$1,560.10

Approved and agreed to this 18th day of December, 198 5

Lessee: Primedical, Inc.

Lessor: Chesapeake Industrial Leasing Co., Inc.

By: X [Signature]

By: [Signature]

SCHEDULE A

LIBER - 493 PAGE 283

Attached to and made a part hereof Equipment Lease No. EFID 365
 dated December 18, 1985.

VENDOR	INVOICE NUMBER	DESCRIPTION	UNIT PRICE	QUAN	EXTENDED PRICE
DIAG SYS	1043	MULTISPIRO-PC	4990.00	1	4990.00
DIAG SYS	1043	3-L SYRINGE	195.00	1	195.00
SUBTOTAL:					\$5,185.00
AMERICAN	12-ZW5VX-47	AUDIOSCOPE	238.00	3	714.00
SUBTOTAL:					\$714.00
BALTO STA	F07851	SPECIAL DELIVERY DESK	423.44	1	423.44
BALTO STA	F07851	SPECIAL DELIVERY CHAIR	246.56	1	246.56
BALTO STA	F07851	SPEC DELIV CHAIR DUS	207.70	2	415.40
BALTO STA	F07851	SPEC DELIV ROUND TABLE	174.87	1	174.87
BALTO STA	F07851	ARMLESS STACKING CHAIR	52.26	8	418.08
BALTO STA	F07851	SPEC DELIV LATERAL FILE	487.76	1	487.76
BALTO STA	F07851	SPEC DELIV SIDE CHAIR	219.76	2	439.52
BALTO STA	F07851	BOOKCASE IN GRAY	114.57	1	114.57
BALTO STA	F07851	CREDENZA GRAY	432.15	1	432.15
BALTO STA	F07851	3-SEAT SOFA	535.33	1	535.33
BALTO STA	F07851	2-SEAT SOFA	387.26	1	387.26
BALTO STA	F07851	1-SEATER	233.16	6	1398.96
BALTO STA	F07851	ACCORD END TABLE	125.29	3	375.87
BALTO STA	F07851	VOGEL PETERSON 12-HANGER	140.10	1	140.10
BALTO STA	F07851	EORROUGHS SHELIVING	73.95	6	443.70
BALTO STA	F07851	SPEC DELIV SEC'Y DESK	603.00	1	603.00
BALTO STA	F07851	DURALINE CHAIRS 11"	27.25	2	54.50
SUBTOTAL:					\$7,091.07
TOTAL:					\$60,252.08

Approved and agreed to this 18th day of December, 198 5

Lessee: Premedical, Inc. Lessor: Chesapeake Industrial Leasing Co. Inc.

By: [Signature] By: [Signature]

Mail to Premedical 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. \$ N/A

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

This financing statement Dated January 6, 1986 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Union Carbide Corporation
Address 39 Old Ridgebury Road, Danbury, Connecticut 06817

2. SECURED PARTY

Name Morgan Bank (Delaware) as Collateral Agent
Address 902 Market Street
Wilmington, Delaware 19801

RECORD FEE 17.00
FILING 5.00
#20027 0345 RAL 7:09:56
JAN 7 86

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

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

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

All accounts, receivables, contract rights, inventory and general intangibles of the Debtor and all proceeds of the foregoing, whether now existing or hereafter acquired or arising, including without limitation, those described in Schedule A attached hereto, which is incorporated herein by reference.

1986 JAN -7 AM 9:57
E. AUGUST DILLISON
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)

J.A. Clerico
(Signature of Debtor)

J.A. Clerico
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

S.S.F. Noble
(Signature of Secured Party)

S.S.F. NOBLE
Type or Print Above Signature on Above Line

Schedule A

All accounts, receivables, contract rights, inventory and general intangibles of the Debtor and all proceeds of the foregoing, whether now existing or hereafter acquired or arising, including, without limitation, all of the following:

(1) all accounts receivable, contract rights, chattel paper, instruments, general intangibles and other rights of the Debtor to receive a payment of money or other consideration arising out of or in connection with the sale or lease of goods or other property or the rendering of services, whether billed or unbilled,

(2) any and all rights of the Debtor to receive a payment of money or other consideration, including letters of credit and the right to receive payment thereunder, tax refunds, insurance proceeds, the actuarial surplus of any employee pension benefit plan, contract rights, notes, drafts and other debts in whatever form now or hereafter owing to the Debtor from any person,

(3) all guarantees of and security for any of the foregoing,

(4) all goods, property and other assets which are, from time to time, held by the Debtor principally for sale, lease or other disposition in the ordinary course of the Debtor's business or to be furnished under a contract for services or held by the Debtor as raw materials, work-in-process, supplies or materials used or consumed in the business or otherwise of the Debtor, or which, in accordance with generally accepted accounting principles, would be included in inventories on the Debtor's balance sheet,

(5) all of the right, title, and interest of the Debtor in, to and under all letters patent of the United States or any other country or any political subdivision thereof, all registration and recordings thereof, and all applications for letters patent of the United States or any other country or any political subdivision thereof, whether now existing, hereafter acquired, pending or abandoned, including, without limitation, registrations, recordings, and applications in the United States, any State thereof or any other country or any political subdivision thereof; and all renewals, reissues, continuations, continuations-in-part or extensions thereof,

(6) all of the Debtor's right to receive payments (and to enforce such right) pursuant to each written agreement by which the Debtor grants to any person any right to exploit,

use or practice any invention on which any letters patent or application therefor, as described in paragraph (5) above, is owned by the Debtor,

(7) to the extent that the following constitute trade secrets of the Debtor, all know-how, inventions, processes, methods, information, data, plans, blueprints, specifications, designs, drawings, engineering reports, test reports, material standards, processing standards and performance standards; and all licenses or similar agreements granted by the Debtor with respect to any of the foregoing,

(8) all of the right, title and interest of the Debtor in, to and under all trademarks, trade names, trade styles, service marks and logos, all prints and labels on which said trademarks, trade names, trade styles, service marks and logos have appeared or appear and all designs and general intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; all reissues, extensions or renewals thereof; and all of the goodwill of the business connected with the use of, and symbolized by, each of the foregoing relating to the distribution of products bearing any such trademark, trade name, trade style, service mark or logos,

(9) all of the Debtor's right to receive payments (and to enforce such right) pursuant to each written agreement by which the Debtor grants to any person any right to use or exploit any trademark, trade name, trade style, service mark or logo or registration thereof of the Debtor which is referred to in paragraph (8) above, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trade name, trade style, service mark or logo licensed,

(10) all books, records, lists, general intangibles and other property relating to any of the items in paragraphs (5) through (9) above,

(11) all claims of the Debtor against third parties for past, present or future infringement, of any letters patent or application therefor described in paragraph (5) above or any trade secret or license or agreement with respect thereto, or any trademark, trade name, trade style, service mark or logo or application therefor or registration thereof referred to in paragraph (8) above, or for injury to the goodwill of the business connected with the use of, or symbolized by, any such

trademark, trade name, trade style, service mark or logo or the registration thereof,

(12) the limited partnership interest of the Debtor in Keren Limited Partnership, the junior mortgage loan of Keren Limited Partnership to the Debtor, the note evidencing such loan and the collateral assignment of the mortgage securing such note and such loan, and

(13) all proceeds received or receivable when any of the foregoing is sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, all rights to payment with respect to any insurance relating to any of the foregoing, including return premiums, and all income, earnings or other moneys arising from any of the foregoing or the use or employment thereof.

Address of DEBTOR: Suite 2210
Charles Center South
36 South Charles Street
Baltimore, Maryland 21202

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259815

FINANCING STATEMENT

RECORD FEE 11.00
POSTAGE .50
#20485 0777 R01 T08:44

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS AND THE OFFICE
OF THE CLERK OF THE
CIRCUIT COURT

NOT SUBJECT TO
RECORDATION TAX

JAN 7 86

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

1. Debtor: CHATTERLEY LAND DEVELOPMENT CORPORATION
2. Secured Party: CHASE BANK OF MARYLAND
300 N. Charles Street
Baltimore, Maryland 21201
3. This Financing Statement covers the following types
(or items) of property:

(a) All of the Debtor's right, title and interest in and to any and all distributions or other proceeds (but not including distributions of proceeds resulting from water and sewer assessments) of Debtor's partnership interest in The Chatterleigh Limited Partnership (the "Partnership"), a Maryland limited partnership formed under the Limited Partnership Agreement dated March 15, 1978 among the Debtor, as a general partner, and Morris H. Wolf and Diane W. Wolf, as limited partners, as amended (the "Collateral"). It is expressly understood and agreed that this security interest is an interest in the distributions of cash or property in respect of the Debtor's Partnership interest and is not a lien on or assignment of the Debtor's partnership interest itself.

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

1986 JAN -7 AM 9:22

E. ANNE EY COLLISON
CLERK

LIBER - 493 PAGE 289

4. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under a Security Agreement (the "Security Agreement"), dated December 23, 1985, between Debtor and Secured Party.

5. Proceeds, including insurance proceeds, and products of the Collateral are also covered.

6. The Debtor has assigned all of its right in the Collateral described herein to the Secured Party pursuant to the Security Agreement to secure Debtor's obligations under certain notes from Debtor to Secured Party and a Guarantee and Loan Agreement whereby Debtor has guaranteed payment to Secured Party of certain "Obligations" defined in the Guarantee and Loan Agreement.

Debtor:

CHATTERLEY LAND DEVELOPMENT
CORPORATION

December 23, 1985

By: *[Signature]*
Title: *President*

Mr. Clerk: Return to Robert A. McIntire, Esquire
SEMMES, BOWEN & SEMMES
10 Light Street
Baltimore, Maryland 21202

Mail to *[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 Jeff A. Stephens, a sole proprietor D/B/A Main Street Hair Co.
Address 1060 Cape St. Claire Road, Annapolis, MD 21401

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 If Different From Above.

RECORD FEE 12.00
POSTAGE .50
#20493 0777 R01 TOP#02
JAN 7 86

Mail to _____

3. Maturity date of obligation (if any) _____

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

- 10 (Ten) Captain Rabbit Chairs BP412C-Earth
- 3 (Three) Shampoo Chairs BPH12-Earth
- 2 (Two) Dina Meri #111-Brown
- 3 (Three) #1800-622-403-Blush

All Machinery, Equipment, Accounts Receivable, and Inventories now owned or hereafter acquired, including proceeds and products thereof.

1986 JAN 7 AM 9:22
ARUNDEL COUNTY
E. J. COLLISON

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

JEFF A. STEPHENS, A SOLE PROPRIETOR
D/B/A MAIN STREET HAIR CO

[Signature]
(Signature of Debtor)

Jeff A. Stephens - 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

[Signature]
(Signature of Secured Party)

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

1200
250

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):
 Williams, Franklin P. and
 Jean Marie
 1306 North Road
 Pasadena, MD 21122

2. Secured Party(ies) Name(s) and Address(es):
 Grumman Credit Corporation
 1111 Stewart Avenue
 Bethpage, NY 11714

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

RECORD FEE 12.00
 POSTAGE .50
 #20494 DT77 R01 109:04
 JAN 7 86

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

(#20538) One (1) 1986 Pearson 28 - PEA80090I586
Not subject to Recordation Tax

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

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.

FRANKLIN P. WILLIAMS, III

JEAN MARIE WILLIAMS

By _____ Signature(s) of Debtor(s)

GRUMMAN CREDIT CORPORATION

By _____ 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

Li
 1986 JAN -7 AM 9:22
 SUPPLY COLLISON
 CLERK

259843

LIDER - 493 PAGE 292

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. 10 Gould Center Rolling Meadows, IL. 60008	2 Secured Party(ies) and address(es) Equitable Life Leasing Corporation 1111 E. Touhy Ave. Suite 340 Des Plaines, Illinois 60018 <i>Mail to</i>	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #20497 CT77 R01 T09:1.3 JAN 7 86

4 This financing statement covers the following types (or items) of property:
(Not subject to recordation tax)

"Property leased or to be leased under that certain Master Equipment Lease Agreement No. 130339, dated November 20, 1985, between Debtor, as Lessee and Secured Party, as Lessor and all Rental Schedules thereunder, including but not limited to various data processing, office equipment or production equipment. This transaction is a lease and is not intended by the parties to be a secured transaction; filing is intended to make the lease a matter of public record."

ASSIGNEE OF SECURED PARTY

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

Filed with: County Recorder - Anne Arundel

Gould, Inc.
Defense Electronics Div.
By: *[Signature]*
Signature(s) of Debtor(s)

Equitable Life Leasing Corporation
By: *[Signature]*
Signature of Secured Party

(STANDARD)

(1) FILING OFFICER COPY ALPHABETICAL

MODERN LAW FORMS CHICAGO (312) 640-1888

[Handwritten initials]
1986 JAN -7 AM 9:23
E. ARUND... JULLISON

HOUSEHOLD FINANCE CORPORATION
LAW OFFICE
LAW OFFICE CENTER
LAUREL, MARYLAND 20707

Mail to

LIBER - 493 PAGE 293

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

December 23 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. 208756 in Office of Anne, Arundel County (County and State)
Liber 369 Page 202 (Filing Officer)

Debtor or Debtors (name and Address):
James R & Mary Ann Wells
1817 Village Sq Ct
Severn 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 Corporation
9626 Ft Meade Rd. Laurel MD 20707
Secured Party

By *E. D. White*
Its Branch Office Manager

RECORD FEE 10.00
POSTAGE .50
#20499 C777 R01 T09:15
JAN 7 86

10.50

1986 JAN -7 AM 9:23
E. AUGUST COLLISON
CLERK

POSITION # 7-100-3

82:6 HV 7-11009361

L

259819

LIDER - 493 PAGE 254

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
#20507 0777 001 107:21
JAN 7 86

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

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

By: GOULD INC.
[Signature]
Signature(s) of Debtor(s)

By: *[Signature]*
Signature of Secured Party

(STANDARD)
(1) FILING OFFICER COPY - ALPHABETICAL

UCC-1 Modern Law Terms CHICAGO

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>
1	RACAL-REDAC Model MSH-4000-00, Maxi-II Design System including PDP/11/73 CPU, Keyboard and CRT
1	VPH-004-00 High Speed DSM-6 VAX Link (RS232)
1	PCP-003-00 IBM PC Link
1	PCS-0002-03 Red Cap System

Mail to Defense Electronics Div.

To Be recorded in Land Records and Financing Records

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.
W. G. L. Co. FORM 0 2352A

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
 File Number of original Financing Statement
 Date of Filing

Record Reference Land Records-Liber EAC No. 3691, Folio 298, Financing Records-Liber EAC No. 470, Folio 102

1. Debtor(s) { Chesapeake Associates
 Name or Names—Print or Type
 6201 Powers Ferry Road, Suite 595, Atlanta, Georgia 30339.
 Address—Street No., City - County, State Zip Code

2. Secured Party { First National Bank of Louisville
 Name or Names—Print or Type
 1785 The Exchange, Suite 340, Atlanta, Georgia 30339
 Address—Street No., City - County, State Zip Code

3. Maturity Date (if any)

RECORD FEE 10.00
 RECORD FEE 12.00
 POSTAGE .50
 #09319 0777 R02 113:51
 DEC 17 1985

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

FIRST NATIONAL BANK OF LOUISVILLE

Debtor(s) or assignor(s)

.....
 (Corporate, Trade or Firm Name)
 ✓ *Donald P. Smith* Vice Pres
 Signature of Secured Party or Assignee
 ✓ *Sheepy*
 (Type or print name under signature)
 (Owner, Partner or Officer and Title)
 (Signatures must be in ink)

BANK (Seal)
 mortgage BANKER OFFICER

AA-101837
 CHICAGO TITLE INSURANCE COMPANY
 105 West Chesapeake Avenue
 Towson, Maryland 21204
 301/321-0900

Mail to

1985 DEC 17 PM 3:34
 E. AUSTIN COLLISON
 CLERK

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.

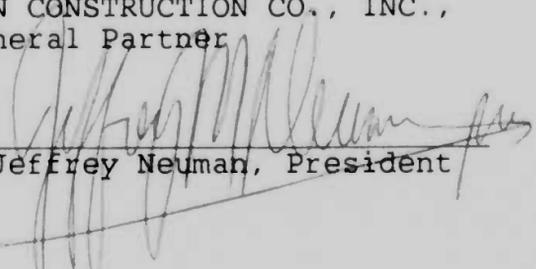
(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, 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 deed of trust given by Debtor to Gary P. Blum and Martin Roth, Trustees, and recorded or intended to be recorded among the Land Records of Howard 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 45 acres of land located in Howard County, Maryland and is more particularly described in the Deed of Trust referred to above.

Debtor:

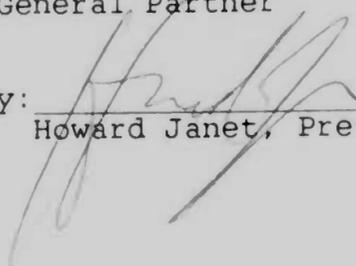
THE NEUMAN-JANET DEVELOPMENT GROUP

By: JMN CONSTRUCTION CO., INC.,
General Partner

By: 
Jeffrey Neuman, President

LIBER - 493 PAGE 299

By: THE JANET CORPORATION,
General Partner

By: 
Howard Janet, President

To the Filing Officer: After this statement has been recorded, please mail the same to: Charles T. Albert, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

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

Mail to _____

259653

BOOK 3396 PAGE 847

FAR WEST S&L ASSOC
4001 MacARTHUR Blvd.
Newport Beach Cal.
92660 ✓

ATTN: MAJOR LOAN DEPT.

LIBER - 493 PAGE 300

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF THE STATE OF MARYLAND, AND IN THE LAND RECORDS AND THE FINANCING STATEMENT RECORDS OF THE COUNTY OF ANNE ARUNDEL, STATE OF MARYLAND AND IN THE FINANCING STATEMENT RECORDS OF THE SECRETARY OF STATE OF MARYLAND.

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 47.00
POSTAGE .50
#19057 0237 R01 T16407
DEC 19 85

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

1. NAME AND ADDRESS OF DEBTOR: Chesapeake Investors, Ltd., a California limited partnership c/o Continental American Properties, Ltd. 1764 San Diego Avenue San Diego, California 92110 Attention: Robert D. Rosenthal
2. NAME AND ADDRESS OF SECURED PARTY: Far West Savings and Loan Association 4001 MacArthur Boulevard Newport Beach, California 92660 Attention: Major Loan Department

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

COLLATERAL: The following property (collectively, the "Collateral") now or hereafter located on or now or hereafter relating to that certain real property (the "Real Estate") located in the City of Odenton, County of Anne Arundel, State

0307R



1985 DEC 19 PM 4:06

E. AUDREY COLLISON
CLERK

47.00 50

1985 DEC 19 PM 4:06

E. AUDREY COLLISON
CLERK

MP

BOOK 3996 PAGE 848

LIBER - 493 PAGE 301

of Maryland, and described on Exhibit A attached hereto and incorporated herein by this reference:

(a) All of Debtor's presently owned or hereafter acquired interest in and to all buildings and other structures and improvements now or hereafter situate on the Real Estate (collectively, the "Improvements");

(b) All of Debtor's presently owned or hereafter acquired interest in all goods, personalty, fixtures, appliances, carpets, drapes, furniture, furnishings, equipment, machinery and construction materials now or hereafter situate on the Real Estate or used in connection with the operation of the Improvements wherever situate (other than that owned by tenants of space in the Improvements);

(c) All of Debtor's presently owned or hereafter acquired interest in all accounts and general intangibles of every kind and nature relating in any way to the Real Estate and/or the Improvements including, without limitation, all governmental permits relating to construction on the Real Estate, all names by which the Improvements and/or the Real Estate are exclusively known, all rights to carry on business under any such names, and all tradenames, trademarks and goodwill relating exclusively to the Real Estate and/or the Improvements;

(d) All presently owned or hereafter acquired rights of Debtor with respect to water taps, sewer taps and/or utility deposits;

(e) All of Debtor's presently owned or hereafter acquired causes of action, claims and compensation of every kind and nature for any damage to or taking of any part of the Real Estate and/or the Improvements, or for conveyance in lieu thereof, whether direct or consequential, or for any injury, loss or diminution in value of the Real Estate and/or the Improvements;

BOOK 3996 PAGE 849

LIBER - 493 PAGE 302

(f) All presently owned or hereafter acquired rights of Debtor with respect to reserves, deferred payments, deposits, refunds and payments of every kind and nature in any way relating to the Real Estate and/or the Improvements or to any of the items of property hereunder;

(g) All presently owned or hereafter acquired rights of Debtor under all policies of insurance covering any of the foregoing property and all proceeds, loss payments and premium refunds which may become payable with respect to such insurance policies;

(h) All additions, renewals and replacements of the property described above and all articles in substitution therefor;

(i) All presently owned or hereafter acquired rights of Debtor in and to the Impound Account if and when established pursuant to Section 1.6 of that certain Deed of Trust, Security Agreement and Assignment of Rents of even date herewith; and

(j) Subject to the rights of lessees therein, all presently owned or hereafter acquired rights of Debtor in and to the security deposits received from lessees of space in the Improvements.

The Property is also described in that certain Deed of Trust and Security Agreement of even date herewith, made between Chesapeake Investors, Ltd., a California limited partnership, Debtor, and Far West Savings and Loan Association, a California corporation, Secured Party, and Robert L. Weinberg or Victoria S. Berghel, as Trustee thereunder (the "Deed of Trust").

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party (or for the benefit of Secured Party) under and pursuant to the Deed of Trust between Secured Party to Debtor under and pursuant to the Deed of Trust.

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

BOOK 3996 PAGE 859

LIBER - 493 PAGE 303

6. The name of the record owner of the Property is Chesapeake Investors, Ltd., a California limited partnership.

7. This transaction is EXEMPT from recordation tax. The principal amount of the debt initially incurred is \$5,775,000.00.

DATED: DECEMBER 18, 1985

CHESAPEAKE INVESTORS, LTD.,
a California limited partnership

By: Continental American
Properties, LTD., a California
limited partnership,
General Partner

BY: DJE Financial Corp.,
a California corporation,
General Partner

BY:

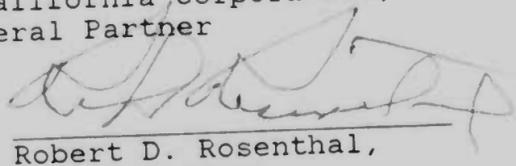

Robert D. Rosenthal,
Vice President

EXHIBIT A

BOOK 3996 PAGE 851

LIBER - 493 PAGE 304

Section 1, HIDDEN VILLAGE, as shown on a Plat of Subdivision known as "AMENDED SECTION 1, HIDDEN VILLAGE", Plat No. 2716, recorded in Plat Book 50, folio 41, among the Land Records of Anne Arundel County, Maryland; being in the Fourth Election District.

Mail to Far West St L. Co.

MD-FSF-1
(2-2-72)

UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL STABILIZATION AND CONSERVATION SERVICE
COMMODITY CREDIT CORPORATION

FINANCING STATEMENT

TO BE RECORDED IN: [] the Land Records [X] the Financing Records

Please return original statement to Secured Party at its address shown below.

<u>DEBTOR(S)</u>	<u>SECURED PARTY</u>	For Filing Officer: (time, date, no., filing office)
<u>Louis A. Boehm, Jr.</u> (Name)	UNITED STATES OF AMERICA acting through COMMODITY CREDIT CORPORATION	
<u>Carol A. Boehm</u> (Name)		
	<u>Anne Arundel</u> ASC County Committee	
1369 St. Stephens Ch Road, Crownsville Md (Address) 21032	15209 Marlboro Pike Upper Marlboro, Md 20772 (Address)	
		Maturity date <u>9/86</u>

- This financing statement covers the following types (or items) of property:
1,862 bushels of yellow corn
- If the above described goods are to become fixtures they will be affixed to the following premises in Maryland:
Name(s) of Record Owner(s):
Approximate No. of Acres:
Direction and Distance from a Named Town:
County:
- Proceeds of the collateral are also covered, but disposition of the collateral is not hereby authorized.
- The items secured by this transaction are not subject to the recordation tax imposed by Article 81, Sec. 277 and 278, of the Annotated Code of Maryland, 1962 Supplement, as amended.
- For valuable consideration, which is hereby acknowledged, the debtors hereby sell, convey, and grant to the Secured Party a security interest in the collateral described above to the extent of their obligation to the Secured Party under CCC Loan Application and Approval No. 1-F.

RECORD FEE 12.00
POSTAGE .50

#11148 0237 R02 715:10
JAN 7 86

Louis A. Boehm, Jr.
(Signature of Debtor)

Type Name Louis A. Boehm, Jr.

Carol A. Boehm
(Signature of Debtor)

Type Name Carol A. Boehm

COMMODITY CREDIT CORPORATION

Anne Arundel ASC County
Committee

By: Winterson Prout Chairman
(Signature of Secured Party)

Type Name Winterson Prout

*Ru
du*

Mail to Commodity Credit Corp.

1986 JUN -7 PM 3:08
E. ALVIN T. COLLISON
CLERK

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 11,666.67
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Home Video Showcase Inc.

307 Southern Maryland Blvd.
Lothian, MD 20711

RECORD FEE 11.00
 RECORD TAX 90.50
 POSTAGE .50
 #20662 0777 R01 T15:43
 JAN 7 86

SECURED PARTY

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

Mail to

Attach separate list if necessary

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

1 IBM AT, 640K, 20MB Fixed Drive, 1.2MB Floppy w/keyboard, 1 IBM PC, 256K, 360K Floppy Drive w/keyboard, 2 IBM Monochrome Display, 2 IBM Monochrome/Printer Adapter, 2 Okidata 192 Printer w/cable, 2 Santa Clara Network Adapter w/Cable, 1 Novell Netware Adapter and software, 1 ACS VideoPro Software System, 2 DOS 3.0 Operating System, 2 Bar Code Readers and light pens, 2 Manual Cash Drawers, as well as all inventory now owned and all inventory hereafter acquired by Borrower and all proceeds (cash and non-cash) of such inventory.

- 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)

Home Video Showcase Inc.

FARMERS NATIONAL BANK OF MARYLAND

James A. Satterfield

BY

[Signature]

Type or print names under signatures

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

1986 JAN - 7 PM 3:42
 E. AUGUST COLLISON
 CLERK

Mail to

~~_____~~

110
8.50

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) December 29, 2000

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Allen Limited Partnership		214 Wight Avenue	Cockeysville	Maryland 21030

Name of Secured Party or assignee	No.	Street	City	State
The National Bank of Washington	4340	Conn. Ave., N.W.	Wash., D.C.	20008

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 made a part hereof.

RECORD FEE 14.00
 POSTAGE 50
 #19992 0055 R01 11:06
 DEC 31 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

Debtor(s) or assignor(s)
 ALLEN LIMITED PARTNERSHIP
 BY: *Leonard O. Gerber*
 Leonard O. Gerber
 General Partner

The National Bank of Washington and/or
 Federal Home Loan Mortgage Corp. (Seal)
 (Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

S.R. Vice President
 SR. VICE PRESIDENT, NATIONAL BANK OF WASHINGTON
 (Owner, Partner or Officer and Title) WASHINGTON
 (Signatures must be in ink)

UNIFORM COMMERCIAL CODE

Blank No. 1000

1400/50

All fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants and fixtures and appurtenances thereto; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with said property (or the leasehold estate in the event this Instrument is on a leasehold) are herein referred to as the "Property".

The property hereinabove described is affixed to the real estate described on Schedule "B" attached hereto and incorporated herein by reference.

Schedule "A"

BEGINNING for the same at an iron pipe set where the division line between Lots 201 and 202 intersect the outline of the plat of Truxton Heights recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 10, page 6 and running from said beginning point so fixed and with the rear lines of Lots 202 through 210 reversely along the South $52^{\circ}45'$ East 678.27 foot line of the conveyance from Jefferson S. Costen and Marie L. Costen, his wife, to Hoffman Realty Company by deed dated July 27, 1946, and recorded among the Land Records of Anne Arundel County, Maryland, in J.H.H. 374, folio 52, as corrected to agree with Annapolis Grid North - North $57^{\circ}18'20''$ West 179.98 feet to a pipe set at the southeasternmost corner of Lot 295, thence leaving the outline and running with the division line between Lots 210 and 295, North $36^{\circ}06'30''$ East 129.75 feet to a pipe set at the eastern end of the division line between Lots 211 and 295 at the south end of a 10 foot right of way as shown on the above mentioned plat of Truxton Heights, thence leaving Lot 210 and running with the division line between Lots 211 and 295, North $57^{\circ}18'20''$ West 373.14 feet to a pipe set on the southeast side of Spa Road (40 feet wide) at a point that is 11 feet southeast of the southeast edge of the 18 foot concrete paving thence with the side of Spa Road, North $20^{\circ}08'30''$ East 121.73 feet to a pipe found at the Westernmost corner of the conveyance from Katherine J. Minter to Levi L. Frisque and Ernestine Frisque, his wife, by deed dated September 10, 1952 and recorded among the said Land Records in J.H.H. 707, folio 521, thence leaving Spa Road and running with the division line between Lots 214 and 215 as now found staked out, passing along the southwestern line of the conveyance from Katherine J. Minter to Fred Minter by deed dated October 16, 1953 and recorded among the said Land Records in J.H.H. 790, folio 94, and to Frederick C. Boak, by deed dated March 1, 1957 and recorded in G.T.C. 1102, folio 115, South $57^{\circ}05'20''$ East 406.95 feet to an iron pipe found in the division line between Lots 210 and 215, said last line having crossed the above mentioned 10 foot right of way, thence running with the division line between Lots 210 and 214 and 213, South $36^{\circ}40'$ West 40.15 feet to a pipe found at the westernmost corner of the conveyance from Marguerite H. Deladrier, widow, to Andre R. Deladrier, by deed dated June 30, 1950 and recorded among the aforesaid Land Records in J.H.H. 577, folio 523, thence with the lines of said conveyance, reversely, South $50^{\circ}38'20''$ East 61 feet to a pipe found and North $41^{\circ}56'40''$ East 30.42 feet to a pipe set at the end of the North $47^{\circ}18'$ West 81 foot line of the mortgage from Andre R. Deladrier to Enterprise Federal Savings and Loan Association dated November 22, 1955 and recorded in G.T.C. 982, folio 294, thence with the lines of said Mortgage, reversely South $51^{\circ}08'$ East 81 feet to a pipe set and North $41^{\circ}56'40''$ East 120.20 feet to a pipe set on the southwest side of Silopanna Road (formerly Truxton Park Road) thence with the southwest side of said road, South $52^{\circ}40'20''$ East 145.25 feet to an iron pipe found at the division line between Lots 201 and 202 at a bend in said road, thence leaving said road and running with said division line, South $56^{\circ}10'50''$ West 357.52 feet to the place of beginning. CONTAINING 2.5182 acres, more or less, as shown on a plat of survey dated February, 1946, by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors.

SAVING AND EXCEPTING THEREFROM, Lot Numbers 211, 212, 213, and 214, as shown on the Plat of TRUXTON HEIGHTS, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 10, folio 6.

THE ABOVE DESCRIBED PROPERTY BEING CONVEYED, BEING KNOWN AND DESIGNATED as Lots 202, 203, and 204 and Part of Lots 205, 206, 207, 208, 209, and 210, "TRUXTON HEIGHTS".

Mail to *Maris Wilkinson et al*

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

3 Maturity date (if any): N/A

1 Debtor(s) (Last Name First) and address(es) Allen Limited Partnership 214 Wight Avenue Cockeysville, Maryland 21030	2 Secured Party(ies) and address(es) The National Bank of Washington 4340 Connecticut Avenue, N.W. Washington, D.C. 20008	For Filing Officer (Date, Time, Number, and Filing Office)
------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------

4 This statement refers to original Financing Statement No. _____ Dated December 29, 1985
Date filed: _____, 19 _____ Filed with _____

- 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. See Schedule "A" attached hereto and made a part hereof for a description of the property.

Assignee:
 The Federal Home Loan Mortgage Corporation
 2001 Jefferson Davis Highway
 Suite 901
 Arlington, Virginia 22202

.....
Leonard A. Gerber
 Signature of Debtor if an Amendment
 Dated: December 30, 1985

.....THE NATIONAL BANK OF WASHINGTON.....
 By: *[Signature]*
 Signature(s) of Secured Party(ies)
 SR. VICE PRESIDENT

RECEIVED
 POSTAGE
 #19993 0055
 12:00
 50
 #01 115:07
 DEC 31 1985

(1) FILING OFFICER COPY - ALPHABETICAL

UCC - 3

MODERN LAW FORMS CHICAGO (312) 840-1688

Schedule "A"

All fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in, or on, or used, or intended to be used in connection with the property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, panelling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants and fixtures and appurtenances thereto; all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Instrument; and all of the foregoing, together with said property (or the leasehold estate in the event this Instrument is on a leasehold) are herein referred to as the "Property".

The property hereinabove described is affixed to the real estate described on Schedule "B" attached hereto and incorporated herein by reference.

Schedule "A"

12/20
J

SCHEDULE B

BEGINNING for the same at an iron pipe set where the division line between Lots 201 and 202 intersect the outline of the plat of Truxton Heights recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 10, page 6 and running from said beginning point so fixed and with the rear lines of Lots 202 through 210 reversely along the South 52°45' East 678.27 foot line of the conveyance from Jefferson S. Costen and Marie L. Costen, his wife, to Hoffman Realty Company by deed dated July 27, 1946, and recorded among the Land Records of Anne Arundel County, Maryland, in J.H.H. 374, folio 52, as corrected to agree with Annapolis Grid North - North 57°18'20" West 179.98 feet to a pipe set at the southeasternmost corner of Lot 295, thence leaving the outline and running with the division line between Lots 210 and 295, North 36°06'30" East 129.75 feet to a pipe set at the eastern end of the division line between Lots 211 and 295 at the south end of a 10 foot right of way as shown on the above mentioned plat of Truxton Heights, thence leaving Lot 210 and running with the division line between Lots 211 and 295, North 57°18'20" West 373.14 feet to a pipe set on the southeast side of Spa Road (40 feet wide) at a point that is 11 feet southeast of the southeast edge of the 18 foot concrete paving thence with the side of Spa Road, North 20°08'30" East 121.73 feet to a pipe found at the Westernmost corner of the conveyance from Katherine J. Minter to Levi L. Frisque and Ernestine Frisque, his wife, by deed dated September 10, 1952 and recorded among the said Land Records in J.H.H. 707, folio 521, thence leaving Spa Road and running with the division line between Lots 214 and 215 as now found staked out, passing along the southwestern line of the conveyance from Katherine J. Minter to Fred Minter by deed dated October 16, 1953 and recorded among the said Land Records in J.H.H. 790, folio 94, and to Frederick C. Boak, by deed dated March 1, 1957 and recorded in G.T.C. 1102, folio 115, South 57°05'20" East 406.95 feet to an iron pipe found in the division line between Lots 210 and 215, said last line having crossed the above mentioned 10 foot right of way, thence running with the division line between Lots 210 and 214 and 213, South 36°40' West 40.15 feet to a pipe found at the westernmost corner of the conveyance from Marguerite H. Deladrier, widow, to Andre R. Deladrier, by deed dated June 30, 1950 and recorded among the aforesaid Land Records in J.H.H. 577, folio 523, thence with the lines of said conveyance, reversely, South 50°38'20" East 61 feet to a pipe found and North 41°56'40" East 30.42 feet to a pipe set at the end of the North 47°18' West 81 foot line of the mortgage from Andre R. Deladrier to Enterprise Federal Savings and Loan Association dated November 22, 1955 and recorded in G.T.C. 982, folio 294, thence with the lines of said Mortgage, reversely South 51°08' East 81 feet to a pipe set and North 41°56'40" East 120.20 feet to a pipe set on the southwest side of Silopanna Road (formerly Truxton Park Road) thence with the southwest side of said road, South 52°40'20" East 145.25 feet to an iron pipe found at the division line between Lots 201 and 202 at a bend in said road, thence leaving said road and running with said division line, South 56°10'50" West 357.52 feet to the place of beginning. CONTAINING 2.5182 acres, more or less, as shown on a plat of survey dated February, 1946, by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors.

SAVING AND EXCEPTING THEREFROM, Lot Numbers 211, 212, 213, and 214, as shown on the Plat of TRUXTON HEIGHTS, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 10, folio 6.

THE ABOVE DESCRIBED PROPERTY BEING CONVEYED, BEING KNOWN AND DESIGNATED as Lots 202, 203, and 204 and Part of Lots 205, 206, 207, 208, 209, and 210, "TRUXTON HEIGHTS".

Mail to Maxis, Wilkins et al

Libe R-493-Page-

313

NOT used

Dec. 31- 85

FINANCING STATEMENT

THIS FINANCING STATEMENT is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR AND ADDRESS

David A. Kinlein
414 Paradise Road
Riva, Maryland 21140

2. SECURED PARTY:

John A. Scaldara, Trustee For
Trustee For The Benefit Of
Deborah Lynn Kinlein
Sun Life Building, 3rd Floor
Baltimore, Maryland 21201

RETURN TO:

John A. Scaldara, Esquire
Sun Life Building, 3rd Floor
Baltimore, Maryland 21201

RECORD FEE 11.00
POSTAGE .50
911412 0040 802 110:54

3. This FINANCING STATEMENT covers the following property:

JAN 9 86

Stock Certificate Number 19 for 28,000 shares of the Common Stock of Optic Graphics, Inc., together with all stock rights, rights to subscribe, dividends (including, but not limited to, cash dividends, stock dividends, dividends paid in stock and liquidating dividends) and any other rights and property interest including, but not limited to, accounts, contract rights, instruments and general intangibles arising out of or relating to the stock, and all other or additional stock or other securities or properties (including cash) paid or distributed in respect of the stock by way of stock split, spin-off, split up, reclassification, combinations of shares or similar corporate arrangements and all other additional stock or securities or property (including cash) which may be paid or distributed in respect of the stock by reason of any consolidation, merger, exchange of stock, conveyance of assets, liquidation or similar corporate reorganization and all proceeds (both cash and non-cash) of the foregoing, whether now or hereafter arising under the foregoing.

PROCEEDS AND PRODUCTS OF COLLATERAL ARE ALSO COVERED.

DEBTOR:

By David A. Kinlein
David A. Kinlein

Mail to John A. Scaldara

December 6, 1985

SECURED PARTY:

By John A. Scaldara
John A. Scaldara, Trustee For The
Benefit of Deborah Lynn Kinlein

December 6, 1985

Mr. Clerk: No recording tax due. Purchase money security interest.

1986 JAN -9 AM 11:04
E. MARSH COLLISON
CLERK

1122

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: | Board of Trustees of the
State Universities and
Colleges
Jeffrey Building
16 Francis Street
Annapolis, Maryland 21401 |
| 2. | NAME AND ADDRESS
OF SECURED PARTY: | Equitable Bank, National
Association
Corporate Trust Department
Third Floor
100 South Charles Street
Baltimore, Maryland 21201 |

RECORD FEE 11.00
POSTAGE .50
#20473 0777 001 708:57

JAN 8 86

TRUSTEES

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

(a) All right, title and interest of Debtor in and to all proceeds of the sale of \$7,455,000 aggregate principal amount of Debtor's Board of Trustees of the State Universities and Colleges (Maryland), Consolidated Auxiliary Facilities Revenue Bonds, 1985 Series A Bond (the "Bonds"), subject in all respects to the provisions of the Trust Agreement (the "Trust Agreement") and the Series Agreement (the "Series Agreement") both between Debtor and Secured Party and both dated as of December 1, 1985, with respect to such Bonds.

(b) All right, title and interest of the Debtor in all revenues pledged by the Debtor under the Trust Agreement and the Series Agreement, which include Auxiliary Facilities Fees and Excess Previously Pledged Revenues (as defined in the Trust Agreement).

(c) All moneys and securities and all other rights of every kind and nature from time to time hereafter by delivery or by writing of any kind pledged, assigned or transferred as and for additional security hereunder to the Trustee by Debtor or anyone on its behalf, or with its approval, and to hold and apply the same, subject to

1100

LIBER - 493 PAGE 316

the terms hereof and the terms of any Series Agreement pursuant to which any such property is delivered to the Trustee.

(d) All right, title and interest in and to the Financial Guaranty Bond to be delivered to the Secured Party in connection with the issuance of the Bonds.

4. This Financing Statement gives notice of and perfects a security interest granted by Debtor to Secured Party under and pursuant to the Trust Agreement and Series Agreement, entered into as security for the Bonds.

DEBTOR:

BOARD OF TRUSTEES OF THE
STATE UNIVERSITIES AND
COLLEGES

By: *W. H. Guild*

SECURED PARTY:

EQUITABLE BANK, NATIONAL
ASSOCIATION, AS TRUSTEE

By: *W. H. Hubbard*

MR CLERK:

Return To:

George D. Hubbard, Esquire
Semmes, Bowen & Semmes
(10th Floor)

Mail to

~~10~~ Light Street
Baltimore, Maryland 21202

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, MD

NAME	Street	City	State
1. Debtor(s)			
<u>Cardinal Industries, Inc.</u>	<u>333 S. Hammonds Ferry Rd.,</u>	<u>Glen Burnie, MD</u>	<u>21061</u>
	<u>and 2040 S. Hamilton Rd.,</u>	<u>Columbus, OH</u>	<u>43232</u>

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

RECORDED FEE 13.00
POSTAGE 50
#20556 0777 R01 108:34
JAN 8 86

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	Debtor(s) or Assignor(s)
By: <u>Leonard H. Kidwell</u>	<u>CARDINAL INDUSTRIES, INC.</u>
Type Name <u>Leonard H. Kidwell</u>	By: <u>Joseph V. Collins</u>
Title <u>Vice-President/Corporate</u>	Name: <u>Joseph V. Collins</u>
	<u>Vice President/Mortgage Co.</u>

1300

Type or Print Name and Title of Each Signature

1986 JAN -8 AM 10:15

E. ABBEY COLLISON
CLERK

SCHEDULE A
ATTACHMENT TO FINANCING STATEMENT

All of the Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor arising from the sale of the prefabricated home modules identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specific prefabricated home modules being hereinafter referred to as the "Modules"); all rights of Debtor to receive any payment in money or kind arising from the sale of the Modules; the Inventory of the Modules, wherever located, now owned or hereafter acquired, by Debtor which are held for sale or lease by Debtor; all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules; all proceeds and products, from the sale or other disposition of the Modules, including the Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments (as those terms are defined in the Uniform Commercial Code) covering the Modules; all Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation; and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account, including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all proceeds of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all guarantees or other agreements or property securing or relating to any of the Modules or acquired for the purpose of securing and enforcing any of the Modules; all books of account and documents related thereto; all customer lists and other documents containing the names, addresses and other information regarding the Debtor's customers, subscribers or those to whom the Debtor provides the Modules.

The terms used herein shall have the same meanings as set forth in a Loan and Security Agreement between the Secured Party and the Debtor dated October 14, 1985.

0232Z

LIDER - 493 PAGE 319

SCHEDULE B

Finished building unit components consisting of 87 units: 26 (twenty-six) Studios - S/N 177, 178, 183, 184, 189, 190, 195, 196, 201, 202, 207, 208, 213, 214, 219, 220, 225, 226, 231, 232, 237, 238, 243, 244, 249, 250; 54 (fifty-four) One-bedrooms - S/N 179 thru 182, 185 thru 188, 191 thru 194, 197 thru 200, 203 thru 206, 209 thru 212, 215 thru 218, 221 thru 224, 227 thru 230, 233 thru 236, 239 thru 242, 245 thru 248, 251 thru 253, 255 thru 257; 1 (one) Two-bedroom - S/N 261; 4 (four) Two-bedroom Master Suite Plus - S/N 258 thru 260, 262; 1 (one) Manager's two-bedroom with office - S/N 263; 1 (one) Laundry - S/N 254. A unit consists of from one (1) to three (3) 12' x 24' prefabricated building unit modules.

Mail to Cardinal Industries

Identifying File No. 259863

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

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

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

This financing statement Dated 12-6-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Spin Graphics, Inc.
Address 701-D Evelyn Ave, Linthicum, MD 21090

2. SECURED PARTY

Name Vendor Funding Co., Inc.
Address 3333 New Hyde Park Road, New Hyde Park, NY 11042

Person And Address To Whom Statement Is To Be Returned 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) Precision/Sias Miniprinter II Screen Printing Machine W/13.5"X23.5" Print Area #MP2-RP-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)

Patricia A. Krasik AS
(Signature of Debtor)

P. Krasik
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert B. Schmidt VP
(Signature of Secured Party)

Robert B. Schmidt V.P.
Type or Print Above Signature on Above Line

Mail to Vendor Funders Co.

RECORD FEE 11.00
POSTAGE 1.00
#20667 0777 R01 708:36
JAN 9 86

1986 JUN -8 PM 10:16
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 12/12/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Miller, Orlando P.
Address Rt. 5 Box 227-A, Raleigh, NC 27609

RECORDING FEE 11.00
POSTAGE .50
#26870 2777 R01 T08:44
JAN 8 86

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 Morgan 46' Fiberglass Hull #MRY51016E585
1986 Perkins Diesel 50HP Engine

Home Anchorage/Winter: Annapolis, MD

Assignee:

Mail to Society For Savings
1290 Silas Deane Hwy.
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)

Orlando P. Miller
(Signature of Debtor)

Orlando P. Miller
Type or Print Above Name on Above Line

(Signature of Debtor)

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

One Aerial Ct
12-2785

91 01 11 8 - 11 11 1985
NOT RECORDED

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 12-13-85 is presented to a filing office for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EMERSON, Dwight B.
Address 7146 Talisman Lane, Columbia, MD 21045

RECORD FEE 11.00
POSTAGE .50
#20671 0777 R01 108-405
JAN 8 86

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

1982 34' C & C Fiberglass Hull # ZCC34465M82G USCG Official # 663597

First Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

1982 30 HP Yanmar Diesel Engine

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 affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dwight B. Emerson
(Signature of Debtor)

Dwight B. Emerson

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]

(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

Anne Arendall C.

12-27-85

1986 JAN -8 AM 10:16
E. ALLEN J. COLLISON
MIP
MOSITOR
CLEK

FINANCING STATEMENT FORM UC 71

Identifying File No. 259871

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 12/9/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CUNNINGHAM, Dana W. & COLGAN, Patricia A.

Address 760B Fairview Avenue, Annapolis, MD 21403

RECORD FEE 12.00
POSTAGE .50
#20672 0777 R01 148:46
JAN 8 86

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)

1976 40' Pacemaker Flybridge Motor Yacht fiberglass hull #PAC40308M76A
1976 Twin 350 HP Crusader gas engines

Home anchorage/winter: Annapolis, MD

ASSIGNEE:

HORIZON FINANCIAL, F.A.
808 Masons Mill Business Park
1800 Byberry Road
Huntingdon 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 attached or to be attached to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor

DANA W. CUNNINGHAM

Type or Print Above Name on Above Line

Signature of Debtor

PATRICIA A. COLGAN

Type or Print Above Signature on Above Line

Signature of Secured Party

(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION

Type or Print Above Signature on Above Line

1986 JAN -8 AM 10:16
E. J. COLLISON
CLERK

Anne Arundel Co
12-23-85

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
File Number of original Financing Statement
Date of Filing
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State	Record Reference
Miller, Richard E.		2274 Dairy Farm Rd.	Gambrills,	MD	21054
Miller, Barbara E.		"	"	"	"

RECORD FEE 13.00
POSTAGE .50
#20674 C777 R01 T08:56
JAN 9 86

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

Filed: 12/10/81
Liber: 444
Page: 511
ID #: 240768
X-Ref to Financing

RETURN TO:

Seems, Roebuck & Co.
Rockville Credit Central # 8303
5520 Randolph Road
Rockville, MD 20852

Mail to

Debtor(s) or assignor(s)

Richard E. Miller

Barbara E. Miller

(Type or print name under signature)

C.R. Brice, Operating Manager (Seal)

(Corporate, Trade or Firm Name)

C.R. Brice

Signature of Secured Party or Assignee

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

13.50

[Handwritten Signature]

1986 JAN -8 AM 10:16

ROCKVILLE CREDIT CENTRAL

259872

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
#20675 0777 001 109:57
JAN 8 1986

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 & Loan Association of Baltimore
Address 4102-08 Frederick Avenue
Baltimore, MD 21229

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated December 1, 1985 between Assignor as Lessor and LEASE ACCOUNT #BB3023 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 12/26/85 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)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Type or Print Above Signature on Above Line

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

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOC. OF BALTIMORE

(Signature of Secured Party)

William J. Ottey, V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

BB/CG

1175

1180

EQUIPMENT LIST

QUALITY	DESCRIPTION
1	Precision 48" Chrome Coat Rack
3	Belmont Princess Island Styling Stations
6	Belmont Rabbitt Captain Chairs in A-19 Oxblood
4	Venice Dina Meri Beige Curler Carts #111
1	Belvedere Curved 60" Desk
8	Belmont Dryer Chair Rabbitt Captain
2	Custom Formica Type Dryer Chair Support boxes
12	Helene Curtis Cool Temp plus one dryers, clear tops
1	Belvedere 120" Shampoo Bulkhead in Formica Type Wood Grain
3	Belvedere 3800-622-403 Porc/Cast Iron Shampoo Bowls
3	Pibbs 3 768 Shampoo Chairs in A-19 Oxblood Finish
1	Merrittan Hawaii used Tanning Bed
1	Nemectron (demo) Facial Machine #B-Paris Complete
1	Nemectron Vaporisator 8 S (demo)
1	Ledu Portable Rolling Lamp/Magnifier
1	Dynex Facial Chair # PML
1	Custom Built-In Facial Cabinets and Sink/Faucet
1	Belvedere Norris # M 39T Utility Chairs
2	Pibbs Pedicure Stool with Drawers Below
1	Belvedere Norris All Purpose Tinting Hyd. Chair
1	Custom Formica Type Tinting Countertop
1	Mani Table, K-Line #324 Combo w/light , pad, drawers in beige finish
3	Ergospec #C-2 Air-Lift Receptionist, Mani, Facial Stool
1	Chrome/beige make-up stool
1	Kitchenette/dispensary complete with Formical Cabinets
1	Two Panels waterheater enclosure
1	Venice Dina Meri Tinting Area Curler Cart

All machinery, equipment, accounts receivable and inventories, now owned or hereafter acquired, including proceeds and products thereof.

TRANS-AMERICAN LEASING CORPORATION

BY; [Signature]

Title: [Signature]

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

BY; [Signature]

TITLE: VP

Mail to Irvington Fed S&L

259873

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
#20676 0777 R01 108:58
JAN 9 86

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 Ave.

Baltimore, MD 21229

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated November 1, 1985 between Assignor as Lessor and LEASE ACCOUNT #BB3017 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 Dec. 26, 1985 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 AND LOAN
ASSOCIATION OF BALTIMORE

William J. Ottey, V.P.
(Signature of Secured Party)

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

Filed with Anne Arundel County

BB NU Look

1173

1986 JAN - 8 PM 10:16
E. ANDREW GILLISON
CLERK

EQUIPMENT LIST

<u>QUALITY</u>	<u>DESCRIPTION</u>
2	PS-90 Princes Styling Stations Back to Back
4	ST727B Rabbitt Captain Styling Chairs
4	DY627 Rabbitt Captain Chair
4	Helene Curtis Cool Temp. Dryers
2	#978 Shampoo Chairs
2	#8100-622-403 Shampoo Bowl
1	Child Seat #600
1	3203 Chantilly Desk
4	#111 Robot Roller Carts
2	SB947 Deluxe Revolving Stool (White)
1	#324 Manicure Table Complete
4	#BR Hygenic Cushions

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE

IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE

BY:

TITLE:

Mail to Irvington Fed S & L

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.

RECORDING FEE 11.00
POSTAGE .50
#20677 0777 R01 708:50
JAN 9 86

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Stetley 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 Ave.,
Baltimore, Md 21229
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated Dec. 1, 1985 between Assignor as Lessor and LEASE ACCOUNT #BB3022 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 12/26/85 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 AND LOAN ASSOCIATION OF BALTIMORE

William J. Ottey, V.P.
(Signature of Secured Party)

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

Filed with Anne Arundel County

BB/NU

1174

1150

1986 JAN - 8 AM 10:16
E. ARUNDEL COLLISION
CLERK

EQUIPMENT LIST

<u>QUALITY</u>	<u>DESCRIPTION</u>
1	Cosmo Desk #0304-MR1 w/mirror front
4	Cosmo Wall Vanity #1429-60
4	Cosmo Mirrors #M1051
4	#K1250 Regent Styling Chairs
1	Shampoo Bulkhead #0460-81
2	8100-622-403 Shampoo Bowls
2	Shampoo Chairs #978
4	Alac Alantis Dryer Chair w/cool temp. dryers
2	Ergospec Chair
1	Manicure Table # 324

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarro, III*
Frank J. Sarro, III

TITLE: Executive Vice President

IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE

BY: *William J. Ottey*
William J. Ottey

TITLE: Vice President

Mail to *Irvington Fed S&L*

259875

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 RECORD FEE 11.00

Address 4102-08 Frederick Avenue POSTAGE .50

Baltimore, MD 21229

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

REGISTER 0777 R01 108:58
JAN 8 1986

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings and Loan Association of Baltimore of certain lease payments under a certain True Lease Assignment dated November 15, 1985 between Assignor as Lessor and LEASE ACCOUNT #NR1047 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated December 20, 1985 between Assignor and Assignee:

- 1 (One) Bidmaster 5 Estimation Computer System S/N 1903033
- 2 (Two) Estimating II Terminals S/N's T27064; T26914
- 3 (Three) Accounting Terminals S/N's T27065; T27051; T26920
- 2 (Two) Overlay Keyboards S/N's 4871B; 4860B
- 1 (One) Okidata 84 Printer S/N 223217
- 2 (Two) Okidata 182 Printers S/N's 97267; 97266
- 5 (Five) RS 232 150' Cables

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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]
(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

[Signature]
(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 342

EST./W-W/INC. 1170

1986 JAN -8 AM 10:16
E. ARUNDEL COUNTY
E. ARUNDEL COUNTY CLERK

AACO

259870

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

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

FINANCING STATEMENT

1. Debtor(s):

David T. Connolly
 Name or Names—Print or Type

942 Winding Rd Edgewater, Md. 21037
 Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.
701 Cathedral Street
Baltimore, Maryland 21201
 Name or Names—Print or Type City - County State Zip Code

 Address—Street No., City - County State Zip Code

RECORD FEE 11.00
 POSTAGE .50
 MEMBER 0777 RD1 TOP:17
 JAN 9 86

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

1-Audio Tel 3000 (telephone)

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

1100
50.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

1986 JAN -8 AM 10:17
 E. ADAMS & COLLISON
 CLERK

DEBTOR(S):

David T. Connolly
 (Signature of Debtor)

David T Connolly Dis Rep
 Type or Print

SECURED PARTY:

Harbor Leasing Associates
 (Company, if applicable)

Mark M. Caplan, partner
 (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 _____

Lucas Bros. Form F-1

Mail to HARBOR LEASING ASSOC.
 701 Cathedral Street
 Baltimore, Maryland 21201

LIDER - 493 PAGE 333

259877

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF
<input checked="" type="checkbox"/> NOT TO BE		<input checked="" type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

Weaver Brothers

1. Debtor(s):

Name or Names—Print or Type _____
 Address—Street No., City - County State Zip Code
 815 Ritchie Highway Severna Par, MD 21146

Name or Names—Print or Type _____
 Address—Street No., City - County State Zip Code _____

2. Secured Party:

Name or Names—Print or Type HARBOR LEASING ASSOC.
 Address—Street No., City - County State Zip Code
 701 Cathedral Street
 Baltimore, Maryland 21201

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

1-Model 7035 Savin Copier w/15 Bin, ADF, Console, 1000 sheet tray.

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

5. If collateral is crops, describe real estate.

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

RECORD FEE 11.00
 POSTAGE .50
 #20689 0771 601 T09:18
 JAN 9 86

DEBTOR(S):	SECURED PARTY:
<u>Joan B. Czarencki</u> (Signature of Debtor)	<u>[Signature]</u> (Signature of Secured Party)
Joan B. Czarencki CZARNECKI, pres Type or Print	Harbor Leasing Associates (Company, if applicable)
_____ (Signature of Debtor)	Mark M. Caplan, partner Type or Print (Include title if Company)
_____ Type or Print	

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

Name and Address HARBOR LEASING ASSOC.
 Lucas Bros. Form F-1 701 Cathedral Street
 Mail to Baltimore, Maryland 21201

1100
50

[Handwritten mark]

RECORDED
 1986 JAN -8 AM 10:17
 HARBOR LEASING ASSOC.

LIBER - 493 PAGE 334

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.

AAC

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

259873

1. DEBTOR

Name CENTURY CREDIT CORPORATION
Address 901 ELKRIDGE LANDING RD.
LINTHICUM MD. 21090

2. SECURED PARTY

Name HARBOR LEASING
Address 701 CATHEDRAL ST.
BALTIMORE MD 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)

- 7040 COPIER
- 7040 10 BIN SORTER
- 7040 SADF
- 7040 CONSOLE

RECORD FEE 12.00
POSTAGE .50
#20690 0777 001 TOP:19
JAN 8 86

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)
CENTURY CREDIT CORPORATION
Allen S. Perinal, Controller
(Signature of Debtor)

Allen S. Perinal, controller
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Mark M. Caplan, partner
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

1200
50

1986 JAN -8 AM 10:17
E. AUSTREY COLLISON
CLERK

Mail to Century Credit Corp

208

259870

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 B L M, Inc. T/A McDougals

Address 3025 Ft. Smallwood Road, Baltimore, Maryland 21226

RECORD FEE 12.00
#20695 CTT7 R01 TOP:24
JAN 8 86

2. SECURED PARTY

Name First Eastern Leasing Corp.

Address 30 E. Padonia Road

Timonium, Md 21093

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

3. Maturity date of obligation (if any) _____

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

See Attached Schedule A

4890
~~12-16-85-ES~~
~~1800~~
1924

4890

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)

1200

Betty L. Mullinnex
(Signature of Debtor)

Betty Mullinnex
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Louise E. Neutze
(Signature of Secured Party)

Louise E. Neutze, Vice Pres.

Type or Print Above Signature on Above Line

1986 JAN -8 AM 10:17
E. ALBEEY COLLISON
CLERK

LIBER - 493 PAGE 336

ATTACHMENT SCHEDULE A LEASE #90-100208 B L M, INC. t/a McDougals

Description, Quantity and Serial Numbers of Property

- 1 - Manitowac Ice Machine S/N 82010809
- 1 - Berkel Slicer S/N 01269
- 1 - McCray Deli Case S/N 853202811
- 1 - Alto Shaam Oven S/N 4271-12-1085
- 1 - Beverage Air Cooler S/N J2878 A
- 1 - Lanikai Frosted Cocktail Drink Machine, Model LK 200 S/N F 101232

Mail to First Eastern Bank

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Cunningham Sand and Gravel, Inc. 1073 St. Stephens Church Road Crownsville, MD 21032 (Anne Arundel County)	Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093	
Assignment of Secured Party C.I.T. Corporation	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc.		
One (1) New Komatsu Model PC400 Hydraulic Excavator S/N 11236 One (1) Used Clark Model 275C Wheel Loader S/N 492A105		RECORD FEE 11.00 POSTAGE .50 #20697 0777 001 109:29 JAN 8 86
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Cunningham Sand and Gravel, Inc.</u>	Secured Party <u>C.I.T. Corporation</u>	
By <u>James Cunningham</u> Title <u>Pres</u>	By <u>James E. Malone</u>	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>JAMES CUNNINGHAM</u>	<u>JAMES E. MALONE</u>	
Type or print name(s) of person(s) signing	Type or print name of person signing	
5 SA 989D		

1100

Mail to CIT Corp.



250881

LIBER - 493 PAGE 338

RECORD FEE 11.00
POSTAGE .50
#20898 0777 R01 TOP:31
JAN 8 96

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (#8 above):
For Filing Officer (Date, Time, Number, and Filing Office)

1 Debtor(s) (Last Name First) and address(es) Conn's Added Touch, Inc. 6711 Ritchie Highway Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) BANK ONE, AKRON, NA 1115 S. Main Street Akron, Ohio 44301	For Filing Officer (Date, Time, Number, and Filing Office)
-----------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------	------------------------------------------------------------

4 This financing statement covers the following types (or items) of property: (See instruction #5 above.)

4. This financing statement covers the following type or items of property whether now owned or hereafter arising or acquired by debtor together with all replacements, additions, accessions, substitutions and accessories thereto including, without limitation, the items described on exhibit(s) _____ attached hereto and made a part hereof:

- All inventory, merchandise, raw materials, work in process and supplies
- All accounts, general intangibles, chattel paper, instruments, and other forms of obligations and receivables
- All goods, equipment, machinery, furnishings and other personal property
- Specific collateral described as follows:

Check if applicable: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented:
 This financing statement is to be filed in the real estate records

Filed with: Anne Arundel County Recorder

This instrument prepared by BANK ONE, AKRON, NA

Conn's Added Touch, Inc. BANK ONE, AKRON, NA

By: *[Signature]* VP *[Signature]* CLK
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies) 067-999-0345

Filing Officer Copy - Alphabetical This form of financing statement is approved by the Secretary of State.
 STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Mail to Bank One

1986 JAN -8 AM 10:17
 E. AURBEY COLLISON
 CLERK

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
\$ 8,000.00

FINANCING STATEMENT

1. Debtor(s):

Gary M. and Judy Shoemaker T/A Cypress Promotions
 Name or Names—Print or Type

201 Balto-Annapolis Blvd., Severna Park, Md. 21146
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

RECORDING FEE 13.00
 RECORDING TAX 56.00
 POSTAGE 50
 #277 R01 T07-32
 JAN 8 1966

2. Secured Party:

B P Leasing Company
 Name or Names—Print or Type

P. O. Box 65122 Baltimore, Maryland 21209
 Address—Street No., City - County State Zip Code

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

1 Bally Cooler-Freezer
 1 Sink
 1 Microwave Oven
 Shelving

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]
 (Signature of Debtor)

SECURED PARTY:

[Signature]
 (Signature of Secured Party)

Cypress Promotions, Gary Shoemaker
 Type or Print

[Signature]
 (Signature of Debtor)

B P Leasing Company
 (Company, if applicable)

[Signature]
 (Signature of Secured Party)

Cypress Promotions, Judy Shoemaker
 Type or Print

Bluma F. Pressman
 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 B P Leasing Company, P.O. Box 65122, Baltimore, Md. 21209

Lucas Bros. Form F-1

1300
5600

[Signature]
 B.P. Leasing

1966 JAN -8 AM 10:17
 E. AND J. EDWARDS
 BALTIMORE, MD.

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 680,000.00

FUNDS ADVANCED TO DATE \$208,354.33
FINANCING STATEMENT

1. Debtor(s):

Dixie Paper Box Company, Inc.
Name or Names--Print or Type
7385 Baltimore-Annapolis Blvd. Glen Burnie, Maryland 21061
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, Maryland 21201
Address--Street No. City-County State Zip Code

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

All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures and other personal property of Debtor together with all parts, accessories, attachments, additions, substitutions and all replacements thereof, now or hereafter installed in, affixed to or used in connection therewith.

RECORDING TAX 11.00
RECORD TAX 1456.00
POSTAGE .50
#20700, C777 R01, T09:34

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): Dixie Paper Box Company, Inc.

Secured Party:

(Signature of Debtor)
Dixie Paper Box Company, Inc.
Type or Print
Arthur N. Morris, Jr.
(Signature of Debtor)

Mercantile-Safe Deposit & Trust Company
(Company, if applicable)
Mark G. Pohlhaus
(Signature of Secured Party)

Arthur N. Morris, Jr. Chairman of the Board
Type or Print

Mark G. Pohlhaus, Vice President
Type or Print (Include title if Company)

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

Name and Address Samuel K. Goldsborough
Mercantile-Safe Deposit & Trust Company
Loan Department, 5th Floor
2 Hopkins Plaza, P.O. Box 1477
Baltimore, Maryland 21203

1100
145600
50

1986 JAN -8 AM 10:17
E. MORRIS & COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259801 #4758

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

If transaction or transactions wholly or partially subject to 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 Macola Advertising, Inc.

Address 514 N. Crain Highway, Bay E, Glen Burnie, Md. 21061

2. SECURED PARTY

Name National Surety Leasing, Inc.

Address 672 Greenbriar Lane, Annapolis, Md. 21401

RECORD FEE 11.50 POSTAGE #20701 C777 R01 T09:36 JAN 8 86

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

3. Maturity date of obligation (if any) _____

1100 1130

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

- One (1) VGC Model CP50S Silvermaster Platemaker, Serial Number
- One (1) Burns Pin-Bar Plate Punch
- One (1) Roll Silvermaster Plate Material 11"
- One (1) Case Silvermaster Activator
- One (1) Case Silvermaster Stabilizer
- One (1) Case Silvermaster Etch

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) Macola Advertising, Inc.

X *Joseph J. Macola, Jr.*
(Signature of Debtor)

Joseph J. Macola, Jr./President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

Carole Hardesty
(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

Natl Surety Leasing

1966 JAN -8 AM 10:17

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR: Diverse Services, Inc.
(Name or Names—Last Name First)
1223 Annapolis Road, Odenton, Maryland 21113
(Address)

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

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

Computer Equipment

RECORD FEE 11.00
POSTAGE .50
#20728 C777 R01 T10:01
JAN 8 86

- 4. Proceeds of collateral are covered hereunder: YES NO
- 5. Products of collateral are covered hereunder: YES NO
- 6. This transaction (is) ~~(is not)~~ exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: \$17,500.00

8. Filed with: Clerk of the Circuit Court for Anne Arundel County

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

Dated this 26th day of December, 1985

DEBTOR: DIVERSE SERVICES, INC.

x J. J. Brady
x Mildred E. Brady

By: _____
(Title)

SECURED PARTY:

THE BANK OF GLEN BURNIE

By: Alfreda E. Archer
Alfreda E. Archer (Title)
Loan Department Supervisor

FOR FILING OFFICER USE

File No. _____ Date and Hour of Filing _____
Record Reference _____

11/50

mail to Bank of Glen Burnie

1986 JAN -8 AM 10:19
E. J. COLLISON



FINANCING STATEMENT

RECORD FEE 12.00
POSTAGE 50
#20732 0777 001 TL0:09
JAN 8 86

- 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) _____
 DRS. HERZINGER AND BILES, P.A. 100 RIDGLEY AVENUE
 ANNAPOLIS, MARYLAND 21401

6. Secured Party _____ Address _____
 Maryland National Bank 325 HOSPITAL DRIVE
 Attention: P. GLASS GLEN BURNIE, MARYLAND 21061
 P.O. BOX 871 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:

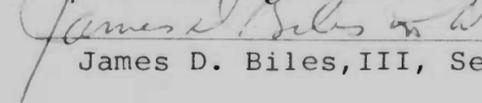
- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both 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 on the real estate described on Schedule A attached hereto and made a part hereof by reference

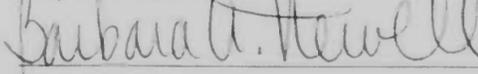
DRS. HERZINGER AND BILES, P.A.

 (Seal)
Raymond G. Herzinger, President

 (Seal)
James D. Biles, III, Secretary

(Seal)

Secured Party
Maryland National Bank

 (Seal)

BARBARA A. NEWELL

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

1200
1250

61:01:19
9-11-86
1986 JUN -8 AM 10:19

RECEIVED COLLISON
CLERK

LIBER - 493 PAGE 344

SCHEDULE "A"

WANG 2200 MVP CPU
WANG FOUR PART CONTROLLER
WANG DUAL CONTROLLER BOARD
WANG FIXED DISC DRIVE
WANG ERGONOMIC CRT
PRINTER (3184)

Q

Mail to Mr. Tall BK

FINANCING STATEMENT

RECORD FEE 13.00
POSTAGE .50
#20733 0777 R01 710:10
JAN 8 86

- 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) Toal, Ranes, Davis and Simmons Address(es) 410 Severn Ave., #406
Annapolis, Md. 21403

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

Toal, Ranes, Davis and Simmons
James K. Davis Gen. Ptn. (Seal)
James Davis, General Partner
Thaddeus M. Toal Gen. Ptn. (Seal)
Thaddeus Toal, General Partner

(Seal)

Secured Party
Maryland National Bank
Maureen Konschnik (Seal)
Maureen Konschnik - Commercial Loan Officer
Type name and title

MARYLAND NATIONAL BANK

1300
1350

1986 JUN -8 AM 10:19
E. ANNAPOLIS COLLISION

SCHEDULE A

LIBER - 493 PAGE 346

THIS SCHEDULE A is attached to and made a part of a
financing statement to Toal, Jones, Davis and Simmons dated 12-27-85.

IBM 36 Computer; Serial # 1021125

IBM PC Computer; Serial # 08483265150

Printer; Serial # 91-51039

Three Computer Terminals

Computer Furniture

Office Furniture and equipment (Desks, Chairs, Cabinets, Book Cases,
Calculators, etc.)

Mail to

Mr. Dale Bk



MARYLAND NATIONAL BANK
We want you to grow.
MEMBER FDIC

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at A.A. 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)

KARL R HOLSCHUH, M.D., P.A. 16 Murray Avenue
Annapolis, Maryland 21401

RECORD FEE 11.00
POSTAGE .50
#20734 0777 R01 710:10
JAN 8 1986

6. Secured Party Address

Maryland National Bank
Attention: B. Newell P.O. Box 871
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 on the real estate described on Schedule A attached hereto and made a part hereof by reference.

KARL R. HOLSCHUH, M.D., P.A.
Karl R. Holschuh MD (Seal)
Karl R. Holschuh

Secured Party
Maryland National Bank
Barbara Newell (Seal)
Credit Analyst
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.

1150.

MIP
1986 JAN - 8 AM 10:19
E. ALBERTSON

SCHEDULE A

Description

IBM PC-AT Enhanced System Unit (512K RAM, 20 MB Disk)

IBM Monochrome Display

IBM Display & Printer Adapter Card

IBM Proprinter

IBM Printer Cable

Power Surge Protector

Diskettes

Paper (2,700 11 X 14 sheets)

IBM DOS 3.1

PACE Physician Management System License

Software Implementation (60 hours On-site training)

Hardware Delivery & Installation

IBM Enhanced PC-AT System Unit (512K, 1.2MB Diskette, 20 MB Disk)

IBM Monochrome Display

IBM Display & Printer Adapter Card

IBM Proprinter

HA

Mail to MD Hall Bk

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) Maryland Technical Stone Erectors, Inc. Address(es) 1103 North Route 3
Gambrills, Maryland 21054

6. Secured Party Maryland National Bank Address 1713 West Street
Annapolis, Maryland 21401
Attention: Vikki Johnson
(Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

RECORD FEE 11.00
POSTAGE .50
#20135 0777 R01 T10:11
JAN 8 86

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.

Maryland Technical Stone Erectors, Inc.

Robert Pozillo Pous (Seal)

(Seal)

(Seal)

Secured Party
Maryland National Bank
Maureen Konschnik (Seal)
Maureen Konschnik, Commercial Loan
Type name and title Officer

11/30

1986 JAN - 8 AM 10:19
E. ROBERT COLLISON
CLERK

SCHEDULE A

LIBER - 493 PAGE 350

THIS SCHEDULE A is attached to and made a part of a
Financing Statement for Maryland Technical Stone Erectors,
Inc.

Grove hydraulic 30-ton crane.

Serial No. 23805

Year 72

Model No. TM 275

Mail to MD Natl Bk

LIBER - 493 PAGE 351

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

September 9, 1985

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

Description of Financing Statement hereby terminated:

File No. 245253 Liber 456 Page 426 Dated December 3, 1982

in the Office of Anne Arundel County, Maryland
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME Carl W. Schamu

ADDRESS 10 Williams Drive

Annapolis MD 21401

RECORD FEE 10.00
POSTAGE .50
#20791 0345 R01 111:15
JAN 8 86

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

NAVY FEDERAL CREDIT UNION
Secured Party

By: [Signature]
(Authorized Signature)
Robert P. Strassheim

ASSISTANT TREASURER
(Title)

CHESAPEAKE LAND TITLE COMPANY
~~1068~~ Baltimore Annapolis Boulevard
Severna Park, Maryland 21146

3462

10-3
L

81:11ND 8-MUP 9051

259890

LIBER - 493 PAGE 352

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

1 Debtor(s) (Last Name First) and address(es) ELMCO, Inc. Suite 300 1623 Forest Drive Annapolis, Maryland 21403	2 Secured Party(ies) and address(es) Greyhound Capital Corp. Greyhound Tower Phoenix, Arizona 85077	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property See Attachments A & B Not subject to recordation tax pursuant to Article 81, Section 27-7.		5 Assignee(s) of Secured Party and Address(es) RECORD FEE 17.00 POSTAGE .50 #20795 0040 R01 T11:18 JAN 8 86

Physical Therapy - Maryland
 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:

ELMCO, INC.	GREYHOUND CAPITAL CORPORATION
By <u>E. J. Gredano</u> Signature(s) of Debtor(s)	By <u>B. E. Munger, V.P.</u> Signature(s) of Secured Party(ies)
(1) Filing Officer Copy-Alphabetical	STANDARD FORM - FORM UCC-1. (For Use In Most States)

RECEIVED FOR FILING
 1986 JAN -8 AM 11:28
 E. ROSEY COLLISON
 CLERK

170 52



ATTACHMENT A

(a) In order to secure the payment, when due, of principal and interest on, and the payment and performance by Debtor, when due, of all other obligations and liabilities of Debtor to Secured Party under, the four ELMCO Equity Notes dated as of December 10, 1985 issued to Secured Party in the principal amounts of \$27,593, \$66,000, \$60,000 and \$55,500 and due on May 31, 1986, January 31, 1987, January 31, 1988 and January 31, 1989, respectively, (the "ELMCO Equity Notes"), Debtor does hereby grant, convey, assign, transfer and set over to Secured Party all of Debtor's right, title and interest in, to and under the following, together with the proceeds thereof: (1) the equipment identified on Attachment B (the "Equipment"), together with all substitutions therefor permitted by and subject to the Lease of the Equipment to Secured Party from Physical Therapy Forum, Inc. ("Buyer") dated as of December 10, 1985 (the "Greyhound Lease"), all additions, modifications, improvements thereto, all parts or replacements thereof, the rents and profits thereon, and the proceeds (including sale, rental, insurance and other proceeds) of any disposition thereof; (2) the four Buyer Equity Notes dated as of December 10, 1985 issued to Debtor in the principal amounts of \$52,500, \$66,000, \$60,000 and \$55,500 and due on May 31, 1986, January 31, 1987, January 31, 1988 and January 31, 1989, respectively, the Buyer Acquisition Note dated as of December 10, 1985 issued to Debtor in the principal amount of \$708,652 (together, the "Buyer Notes"); and (3) all rights of Debtor under Section 2.1(a) of the Security Agreement between Debtor and Buyer dated as of December 10, 1985 (the "Security Agreement") to the Greyhound Lease, including without limitation Debtor's rights to the Underlying Leases (as defined in the Greyhound Lease) and Debtor's security interest in the Equipment.

(b) In order to secure the payment, when due, of principal and interest on, and the payment and performance by Debtor, when due, of all other obligations and liabilities of Debtor to Secured Party under, the ELMCO Promissory Note dated as of December 10, 1985 issued to Secured Party in the principal amount of \$708,652, the ELMCO Purchase Agreement dated as of December 10, 1985 between Debtor and Secured Party (the "ELMCO Purchase Agreement") and the Other Documents (as defined in the ELMCO Purchase Agreement), Debtor does hereby assign, transfer and set over to Secured Party all of Debtor's right, title and interest in, to and under the following, together with the proceeds thereof: (1) the Buyer Notes; and (2) all rights of Debtor under Section 2.1(b) of the Security Agreement to the Greyhound Lease, including without limitation Debtor's rights to the Underlying Leases, but excluding any security or possessory interest in the Equipment.

BUTCHER/SINGER--Physical Therapy Forum, Inc.

Equipment Schedule Summary:

<u>IBM List</u>	<u>GCC Selling Price to ELMCO</u>	<u>Price to Buyer</u>
\$1,012,360	\$935,927	\$1,012,360

<u>Unit</u>	<u>Model/ Feature</u>	<u>Serial Number</u>	<u>Description</u>	<u>Underlying User & Location</u>	<u>Lease Expiration Date</u>	<u>IBM List</u>
3380	AD4	A6552	Direct Access Storage	Bank of America 1455 Market Street San Francisco, CA	09/21/88	\$88,780
3380	AD4	A6556	Direct Access Storage	Bank of America Same	09/21/88	88,780
3380	AD4	A6003	Direct Access Storage	Bank of America Same	09/21/88	88,780
3380	BD4	E9812	Direct Access Storage	Bank of America Same	09/21/88	64,440
3380	BD4	F0025	Direct Access Storage	Bank of America Same	09/21/88	64,440
3380	BD4	E9934	Direct Access Storage	Bank of America Same	09/21/88	64,440
3380	BD4	E9993	Direct Access Storage	Bank of America Same	09/21/88	64,440
3380	BD4	E4596	Direct Access Storage	Bank of America Same	09/21/88	64,440
3880	003/ 8170 8171 8172 8173	57243	Storage Control	Bank of America Same	09/21/88	105,955

Mail to Greyhound Cap. Corp

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) Sant Sai, Inc. 7175 Baltimore-Annapolis Blvd. Ferndale, Maryland 21061	2. Secured Party(ies) and address(es) B & A Foods, Inc. 546 Cardinal Drive Pasadena, Maryland 21122	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #20797 0040 R01 T11:19 JAN 8 86
4. This statement refers to original Financing Statement bearing File No. <u>255973</u> Filed with <u>Anne Arundel County</u> Date Filed <u>April 1</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 checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		
10. Robert L. Hanley and Beverly O. Haney 7197 Ridge Road Hanover, Maryland 21076		

No. of additional Sheets presented: 0

By: _____ B & A Foods, Inc.
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 (1) Filing Officer Copy - Alphabetical
 By: Donald Albert Hendrick
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

10.50

Mail to Adelberg, Radow, Doerf Hendrick + Sameth
 600 MERCHANTILE BANK + TRUST BLDG.
 2 HOPKINS PLACE
 BALTIMORE, MD 21201



1986 JAN -8 AM 11:28

WILLIAM COLLISON

FINANCING STATEMENTNOT TO BE RECORDED IN
THE LAND RECORDSNOT SUBJECT TO
RECORDATION TAX1. Names and Addresses
of Debtors:Leonard J. Attman
7779 New York Lane
Glen Burnie, Maryland 21061Gary L. Attman
7779 New York Lane
Glen Burnie, Maryland 210612. Names and Addresses
of Secured Parties:Erwin L. Greenberg
Suite 606
Inner Harbor Center
400 E. Pratt Street
Baltimore, Maryland 21202Herbert B. Mittenthal
Suite 606
Inner Harbor Center
400 E. Pratt Street
Baltimore, Maryland 21202Mark B. Laken
Suite 606
Inner Harbor Center
400 E. Pratt Street
Baltimore, Maryland 21202Charles H. Mazziott
Suite 606
Inner Harbor Center
400 E. Pratt Street
Baltimore, Maryland 212023. This Financing Statement covers the following types (or
items) of property:

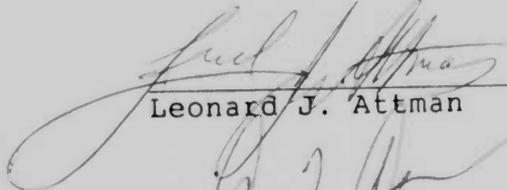
An aggregate 35% general and limited partnership interest held by the Debtors in the partnership known as Kellington Associates Limited Partnership, a Maryland limited partnership, including Debtors' right to receive cash distributions, profits and capital distributions from said partnership, and all proceeds from the sale or other transfer of such partnership interests.

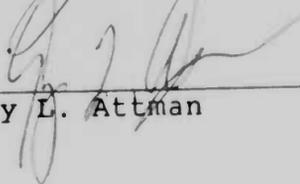
1986 JAN -8 AM 11:28

E. ADAM COLLISON
CLERKRECORD FEE 12.00
POSTAGE .50
#20798 0040 R01 T11:19
JAN 8 8612.00
80

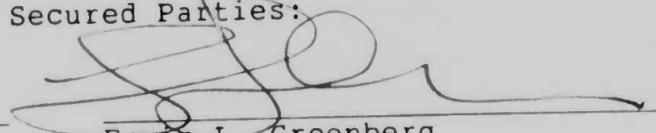
4. Proceeds of all collateral are also covered.

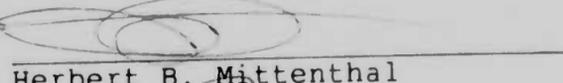
Debtors:

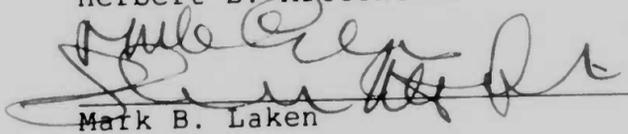

Leonard J. Attman

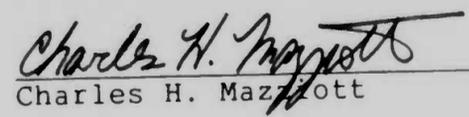

Gary L. Attman

Secured Parties:


Erwin L. Greenberg


Herbert B. Mittenthal


Mark B. Laken


Charles H. Mazzott

To the Filing Officer:

Please return to: Robert M. Ercole, Esq.
~~Frank, Bernstein, Conaway & Goldman~~
300 East Lombard Street
Baltimore, Maryland 21202

Mail to

3481f

259803

NOT SUBJECT TO
RECORDATION TAX

LIBER - 493 PAGE 358

TO BE RECORDED
IN LAND RECORDS

FINANCING STATEMENT: FORM UCC-1

This financing statement dated August 16, 1985, is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.

1. Name and Address of Debtor:

The Anne Arundel General Hospital, Inc.
Franklin & Cathedral Streets
Annapolis, Maryland 21401

2. Name and Address of Secured Party:

Maryland Health and Higher
Educational Facilities Authority
Suite 550, One South Calvert Street
Baltimore, Maryland 21202

RECORDED FEE 34.00
POSTAGE 50
#20777 0040 ROL T11:20
JAN 8 1986

3. Name and Address of Assignee:

Maryland National Bank
10 Light Street
Baltimore, Maryland 21202

4. Maturity date of obligation: August 1, 1992.

5. This financing statement covers the following property:

The Equipment in which a security interest is granted is described generally below and shall be more specifically described in Program Fund Requisitions delivered from time to time by the Institution (the Secured Party) to Maryland National Bank, as Trustee in connection with the \$50,000,000 Maryland Health and Higher Educational Facilities Authority Variable Rate Revenue Bonds, Pooled Loan Program Issue, Series 1984A:

S/280 Computer information system
(exclusive of software),
as shown on the attached Exhibit A.

5817m:08/16/85
7577-65-8

1985 JAN -8 AM 11:28

E. J. COLLISON

34/00
5



PAGE 2 OF FINANCING STATEMENT

6. Proceeds of collateral are also covered.

Debtor:

THE ANNE ARUNDEL
GENERAL HOSPITAL, INC.

Secured Party:

MARYLAND HEALTH AND HIGHER
EDUCATIONAL FACILITIES
AUTHORITY

By:


Donna M. Olsson
President

By:


Donald P. Carter
Executive Director

Assignee:

MARYLAND NATIONAL BANK, as Trustee

By:


Malcolm S. Nielson
Vice President

TO THE FILING OFFICER: After recording, please return this statement to James E. Baker, Jr., Esquire, Smith, Somerville & Case, 100 Light Street, Sixth Floor, Baltimore, Maryland 21202.

THE ANNE ARUNDEL GENERAL HOSPITAL
COMPUTER EQUIPMENT LISTING

<u>Vendor</u>	<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
Data General	1	S/280 CPU WITH 1MB OF ERCC MEMORY	\$ 26,520.00
	1	354MB DISC SUBSYSTEM	19,500.00
	1	354 MB ADD-ON DISC DRIVE FOR 6236 SUB	17,160.00
	1	1600/6250 BPI MAG TAPE SUBSYSTEM	23,158.20
	1	1 Bay 2CKT DOM CAB EXPD TO 2/BAY/BROWN	1,989.00
	1	ONE BAY BOLT-ON EXPSN CAB FOR 1344-A	1,989.00
	1	BURST MULTIPLEXOR FEATURE FOR S/280	1,170.00
	5	IAC/16. RS232 AND 20 MA.	21,450.00
	2	2-TCB/16 + RACK	2,808.00
	1	1-TCB/16 + RACK	748.80
	2	IAC/8. RS232	7,800.00
	1	2-TCB/8 + RACK	1,201.20
	1	DASHER TP2 TERMINAL PRINTER (SYSTEM CONSOLE)	2,500.00
	1	230LPM BAND PRINTER 96 CHARACTER UPPER/ LOWER CASE SET	7,360.00
	1	S/280 CPU WITH 1MB OF ERCC MEMORY	26,520.00
	1	1062MB DISC PACKAGE IN METER HIGH CAB	50,700.00
	1	354MB ADD-ON DISC DRIVE FOR 6236 SUB	17,160.00
	1	1600/6250 BPI MAG TAPE SUBSYSTEM	23,158.20
	1	1 BAY 2CKT DOM CAB EXPD TO 2BAY/BROWN	1,989.00
	1	ONE BAY BOLT-ON EXPSN CAB FOR 1344-A	1,989.00
	1	BURST MULTIPLEXOR FEATURE FOR S/280	1,170.00
	5	IAC/16. RS232 AND 20 MA.	21,450.00
	2	2-TCB/16 + RACK	2,808.00
	1	1-TCB/16 + RACK	748.80
	3	IAC/8. RS232	11,700.00
	1	2-TCB/8 + RACK	1,201.20
	1	1-TCB/8 FOR EXPANSION	647.40
	1	DASHER TP2 TERMINAL PRINTER (SYSTEM CONSOLE)	2,500.00
	1	S/280 CPU WITH 1MB OF ERCC MEMORY	26,520.00
	1	354MB DISC SUBSYSTEM	19,500.00
	1	354MB ADD-ON DISC DRIVE FOR 6236 SUB	17,160.00
	1	BURST MULTIPLEXOR FEATURE FOR S/280	1,170.00
	1	BAY 2CKT DOM CAB EXPD TO 2BAY/BROWN	1,989.00

<u>Vendor</u>	<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
Data General	1	ONE BAY BOLT-ON EXPSN CAB FOR 1344-A	\$ 1,989.00
	4	IAC/16. RS232 AND 20 MA.	17,160.00
	2	2-TCB/16 + RACK	2,808.00
	3	IAC/8. RS232	11,700.00
	1	2-TCB/8 + RACK	1,201.20
	1	1-TCB/8 + RACK	663.00
	1	TAPE DRIVE CONTROLLER FOR MODEL 6299	4,500.00
	3	PERIPHERAL CABLES (20 FEET)	2,250.00
	1	SWITCH TO SWITCH CABLE (3 FEET)	250.00
	1	PERIPHERAL SWITCHES	3,595.50
	1	DASHER TP2 TERMINAL PRINTER (SYSTEM CONSOLE)	2,500.00
	1	S/280 CPU WITH 1MB OF ERCC MEMORY	26,520.00
	1	354MB DISC SUBSYSTEM	19,500.00
	1	354MB ADD-ON DISC DRIVE FOR 6236 SUB	17,160.00
	1	BURST MULTIPLEXOR FEATURE FOR S/280	1,170.00
	1	1 BAY 2CKT DOM CAB EXPD TO 2BAY/BROWN	1,989.00
	1	ONE BAY BOLT-ON EXPSN CAB FOR 1344-A	1,989.00
	3	IAC/16. RS232 AND 20 MA.	12,870.00
	1	2-TCB/16 + RACK	1,404.00
	1	1-TCB/16 + RACK	748.80
	2	IAC/8. RS232	7,800.00
	1	2-TCB/8 + RACK	1,201.20
	1	TAPE DRIVE CONTROLLER FOR MODEL 6299	4,500.00
	1	PERIPHERAL CABLES (20 FEET)	750.00
	1	PERIPHERAL SWITCHES	3,595.50
	1	DASHER TP2 TERMINAL PRINTER (SYSTEM CONSOLE)	2,500.00
	1	S/280 CPU WITH 1MB of ERCC MEMORY	26,520.00
	1	354MB DISC SUBSYSTEM	19,500.00
	1	354MB ADD-ON DISC DRIVE FOR 6236 SUB	17,160.00
	1	BURST MULTIPLEXOR FEATURE FOR S/280	1,170.00
	1	1 BAY 2CKT DOM CAB EXPD TO 2BAY/BROWN	1,989.00
	1	ONE BAY BOLT-ON EXPSN CAB FOR 1344-A	1,989.00
	5	IAC/16. RS232 AND 20 MA.	21,450.00
	2	2-TCB/16 + RACK	2,808.00

LIBER - 493 PAGE 361

<u>Vendor</u>	<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
Data General	1	1-TCB/16 + RACK	\$ 748.80
	3	IAC/8. RS232	11,700.00
	1	2-TCB/8 + RACK	1,201.20
	1	1-TCB/8 FOR EXPANSION	647.40
	1	TAPE DRIVE CONTROLLER FOR MODEL 6299	4,500.00
	1	PERIPHERAL CABLES (20 FEET)	750.00
	1	PERIPHERAL SWITCHES	3,595.50
	1	DASHER TP2 TERMINAL PRINTER (SYSTEM CONSOLE)	2,500.00
	1	AOS SUBSEQUENT LICENSE NO SOFTWARE	3,120.00
	1	AOS OS REPRO COPY OF SOFT & DOC	410.00
	1	AOS OS SSS/STR/CSS/MSS/INSTALL/TC	4,025.00
	1	AOD COBOL SUBSEQUENT LICENSE NO SOFT	3,564.60
	1	AOS COBOL REPRO COPY OF SOFT & DOC	200.00
	1	AOS COBOL 90DAY/SSS/STR/INSTALL/TR	1,725.00
	1	AOS SORT/MERGE SUBSEQ LICENSE NO SOFT	339.30
	1	AOS SORT MERGE REPRO COPY SOFT & DOC	200.00
	1	AOS SORT MERGE 90 DAY/INSTALL/SSS/STR	460.00
	1	AOS PRESENT SUBSEQ LICENSE NO SOFT	1,950.00
	1	AOS PRESENT (NO DEMS INTFC) REPRO SOF&	200.00
	1	AOS PRESENT 90 DAY CSS 1YR SSS/STR/INS	1,220.00
	1	AOS INFOS II SUBSEQ LICENSE NO SOFT	1,271.40
	1	AOS INFOS II REPRO COPY SOFT & DOC	200.00
	1	AOS INFOS II 90 DAY/SSS/STR/INSTAL/TRA	1,685.00
		TOTAL DATA GENERAL	<u>656,500.00</u>

<u>Vendor</u>	<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
Meditech		MIIS Standard, DG	\$ 13,000.00
		MIIS/MAGIC, DG	16,300.00
		MIIS/MAGIC, DG	13,000.00
		MIIS/MAGIC, DG	11,000.00
		MIIS/MAGIC, DG	2,500.00
		Device Control Unit (DCU-200) First Copy	500.00
		Device Control Unit (DCU-200) Subsequent Copy	500.00
		Device Control Unit (DCU-200) Subsequent Copy	500.00
		Device Control Unit (DCU-200) Subsequent Copy	500.00
		Admissions Module	25,000.00
		Adm Demographic Recall	10,000.00
		Adm Daily Care Charges	3,000.00
		Adm Statistics, Comprehensive	5,000.00
		Adm Recurring Series Outpts	3,000.00
		Adm Charge Capture	10,000.00
		Adm Auto Plate-Maker Int. (Non-Farrington or Pitney B)	3,000.00
		Medical Records Module	15,000.00
		Case Mix Management Option	25,000.00
		MR Incomplete Records	3,000.00
		MR Chart Locator	5,000.00
		MR Conversion Fee (OV Format)	5,000.00
		Resource/Appointment (Scheduling Module)	15,000.00
		Nurse Station Communications Module	120,000.00
		Mail/Registry Module	20,000.00
		Pharmacy Module	40,000.00
		Antibiotic/Microbiology Report	3,500.00
		Radiology Module	30,000.00
		Rad Film Locator	10,000.00
		Laboratory Module	70,000.00
		Microbiology Module	35,000.00
		Surgical Pathology Module (Clinical Labs Only)	25,000.00
		Blood Bank Module (Clinical Labs Only)	25,000.00

<u>Vendor</u>	<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
		Billing/Accounts Receivable Module	\$ 45,000.00
		B/AR Guarantor Statements	7,000.00
		B/AR Bad Debt	5,000.00
		B/AR Extended Mgmt Report	5,000.00
		B/AR Automatic Prorationing	7,500.00
		B/AR Conversion (OV Detail)	17,000.00
		Physicians' Billing/Account Receivable Option	35,000.00
		General Ledger Module	10,000.00
		GL Budget & Statistics	5,000.00
		GL Cost Allocation	5,000.00
		GL General Reporting	10,000.00
		GL Conversion (OV Format)	4,000.00
		Accounts Payable Module	15,000.00
		Fixed Asset Accounting Module	7,500.00
		Payroll/Personnel Module	25,000.00
		P/P Direct Deposit	4,000.00
		Materials Management Module	25,000.00
		MM Equipment Management and Contracts	5,000.00
		MM Forms Management	1,500.00
		MM/AP Auto Reconciliation	8,000.00
		Computer-Computer Interfaces	30,000.00
		Computer-Computer Interfaces	60,000.00
		Payroll Conversion (OV Format)	8,000.00
		Demo Recall Conversion (OV Format)	20,000.00
		Custom Interface (IBM-PC)	15,000.00
		Lab Inst: Astra 8 (A) (B)	2,000.00
		Lab Inst: Abbott VP (A) (B)	2,000.00
		Lab Inst: Abbott VP (A) (B)	2,000.00
		Lab Inst: Coulter S+ (A) (B)	2,000.00
		Lab Inst: E4A Elect-Analyze Module (A) (B)	2,000.00
		Lab Inst: ELT-7 Hematology Analyzer (A) (B)	2,000.00
		TOTAL MEDITECH	<u>954,300.00</u>

LIDER - 493 PAGE 364

<u>Vendor</u>	<u>Quantity</u>	<u>Description</u>	<u>Amount</u>
Meditech		Installation	54,000.00
Comsel		Terminals & Printers	244,200.00
Various		Cabling & Installation	130,000.00
Various		Minicomputers & Software:	
		- Home Health Billing & Registration	40,000.00
		- Dietary Menu Planning & Prod. Control	66,000.00
		- Nursing - Nurse Staffing & Acuity	55,000.00
			<u>161,000.00</u>
		TOTAL	<u>\$2,200,000.00</u>

LIBER - 493 PAGE 365

Mail to Mr. Datt Bk

LIBER - 493 PAGE 306 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 259801

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

If transaction or transactions wholly or partially subject to 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 Anne Arundel County
Address Anne ARundel Center, Room 303, Annapolis, Maryland 21404-1831

2. SECURED PARTY

Name Municipal Leasing Corporation
Address 8260 Greensboro Drive, Suite 225, McLean, Virginia 22102

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

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00
POSTAGE .50
#20800 0040 R01 11:21
JAN 9 86

See Attachment A annexed hereto and made a part hereof, together with all additions and accessions thereto, replacements thereof, and substitutions therefore.

[Handwritten signature] 2229
35-900M #3

CHECK THE LINES WHICH APPLY

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

1986 JAN -8 AM 11:28
E. ADRIAN J. JILLISON
CLERK

Adrian J. Teel
(Signature of Debtor)

ANNE ARUNDEL COUNTY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

William J. McLaughlin
(Signature of Secured Party)

MUNICIPAL LEASING CORPORATION

Type or Print Above Signature on Above Line

Director of contracts

11/2

ATTACHMENT A

Debtor:

Anne Arundel County
 Arundel Center, Room 303
 Annapolis, Maryland 21404-1831

Secured Party:

Municipal Leasing Corporation
 8260 Greensboro Drive, Suite 225
 McLean, Virginia 22102

UNITS

TYPE

1	M25A CRD RS232-25FT
1	M2B CARD RS232-10FT
2	M25B CRD RS232-25FT
1	M37A EXT CRD-25FT
36	WRG/HORIZON/GQL/STD2
5	GROUND START BUTTON
22	MET 10 BUT ECTS
1	MET 10 BUT BLF
2	CMS MET 10 BUT W/BLF
8	CMS MET 10 BUT
1	RO SPROCKET 43
1	HORIZON CMS BASIC CEQ
1	MET STA CKT PACK
9	CO/PBX LOOP PACK
5	CAU W/O TAPE
1	CO GRD START CTK PK
4	CMS SVC OBSERV PACK
1	CMS VIDEO TERMINAL
1	VOICE RECORD CKT PK
1	3140-010 MET 10 BUT ECTS
22	31017 GROUND START BU
5	3140-011 MET 10 BUT BLF
1	3140-015 CMS MET 10 BUT
8	3343-ROS RO SPROCKET 43
1	3140-014 CMS MET 10 BUT W/BLF
2	6204-910 HORIZON CMS BAS
1	62120 CMS SVC OBSERV PACK
1	62121 CMS VIDEO TERMINAL
1	62125 VOICE RECORD CK T PK
1	62118 CAU W/O TAPE
1	2772-FA2 WRG/HORIZON/GQL/STD2
36	2721-02S M25B CRD RS232-25FT
2	2721-02K M25B CRD RS232-10FT
1	2721-01S M25A CRD RS232-25FT
1	2722-01S M37A EXT CRD-25FT
1	

Location of Equipment:
Anne Arundel Center, 1st Floor
Anne Arundel County Government
Annapolis, Maryland 21401

8038F

Mail to Municipal Leasing

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259895

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

If transaction or transactions wholly or partially subject to 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 State of Maryland, Comptroller of the Treasury
Address State Income Tax Bldg., Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation
Address 8260 Greensboro Drive
McLean, VA 22102

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

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00
POSTAGE .50

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

#20801 0040 R01 711:22
JAN 9 86

(1) IBM 3380 BD4 Disk, S/N E8416 together with all additions and accessions thereto, replacements thereof and substitutions therefor. Equipment Location: The Annapolis Data Center, Room 309, Income Tax Bldg., Annapolis, MD 21401.

Handwritten notes: 2229, 2251, 83-484m, #27

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

STATE OF MARYLAND COMPTROLLER OF THE TREASURY

Handwritten signature of Philip G. Martin, dated 9/23/85

Philip G. Martin, Director
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MUNICIPAL LEASING CORPORATION

Handwritten signature of William J. McLarty, Jr.

WILLIAM J. MCCLARTY, JR. DIRECTOR
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Handwritten initials MP

1986 JAN -8 AM 11:28
E. MAUREY COLLISON
CLERK

Mail to Municipal Leasing

Handwritten note: 1100 52

STATE OF MARYLAND

LIBER - 493 PAGE 369

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 13558

RECORDED IN LIBER 485 FOLIO 519 ON 5/29/85 (DATE) 256865

1. DEBTOR

Name University of Maryland

Address South Administration Building, College Park, MD 20742

2. SECURED PARTY

Name Municipal Leasing Corporation

Address 8260 Greensboro Drive

McLean, VA 22102

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

RECORD FEE 11.00
POSTAGE .50
#20802 0040 R01 T11:22
JAN 9 86

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p><u>amendment</u></p>
	<p>Assignee of Secured Party:</p> <p>County Banking and Trust 123 North Street Elkton, MD</p>	
	<p>(1) IBM Paramagnetic Resonance Spectrometer, S/N 82-234, ER200SRC, all additions thereto, replacements thereof and substitutions therefor</p>	

Mail to Municipal Leasing

Dated 3/22/85

1986 JAN -8 AM 11:28

E. AUBREY COLLISON
CLERK

Esther Rosenberg Director of Finance
(Signature of Secured Party)

Municipal Leasing Corporation
Type or Print Above Name on Above Line

11.00 50

STATE OF MARYLAND

LIBER - 493 PAGE 370

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 14716-0040 R01

RECORDED IN LIBER 494 FOLIO 87 ON _____ (DATE) 250992

1. DEBTOR Anne Arundel County on 06/12/85

Name University of Maryland - Baltimore County

Address 5401 Wilkens Avenue, Baltimore, Maryland 21228

2. SECURED PARTY

Name Municipal Leasing Corporation

Address Suite 225, 8260 Greensboro Drive, McLean, Virginia 22102

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

#20803 C040 R01 T11:23
JAN 8 86

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.)

Sovran Bank, N.A.
Corporate Trust Department
707 East Main Street
Richmond, Virginia 23219

See equipment list outlined on original financing statement.

294

1986 JAN -8 AM 11:28
85-934M

Mail to Municipal Leasing MUNICIPAL LEASING CORPORATION

Dated _____ [Signature]
(Signature of Secured Party)

Type or Print Above Name on Above Line

1100 50

STATE OF MARYLAND

LIBER - 493 PAGE 371

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 198004 256607

RECORDED IN LIBER 485 FOLIO 243 ON 5/6/85 (DATE)

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury
Address State Income Tax Building, Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation
Address 8260 Greensboro Drive, Suite 225, McLean, VA 22102

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

#20804 0040 R23
B6

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Union-Tidewater Financial Co., Inc. 10 East Baltimore Street Baltimore, MD 21203</p> <p>See equipment listed on original financing statement. B3-48-1M Ser No 23</p>	

1986 JAN -8 AM 11:29
E. J. COLLISON

Mail to Municipal Leasing 2737
MUNICIPAL LEASING CORPORATION

Dated 5/15/85

Esta M. Rosenberg
(Signature of Secured Party)
Director of Finance
Type or Print Above Name on Above Line

1100 R

STATE OF MARYLAND

LIBER - 493 PAGE 372

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

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

RECORDED IN LIBER 405 FOLIO 242 ON May 6, 1985 (DATE) 250006

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury

Address State Income Tax Building, Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation

Address 8260 Greensboro Drive, Suite 225, McLean, VA 22102

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

#20005 0040 R01 T11:24

JAN 9 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 checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Union-Tidewater Financial Co., Inc. 10 East Baltimore Street Baltimore, MD 21203</p> <p>See equipment listed on original financing statement. <u>32</u></p> <p style="text-align: right;"><u>83-4844, SA18</u></p>	

1985 JAN -8 AM 11:29
J. COLLISON

MUNICIPAL LEASING CORPORATION

Dated 5/15/85

Estia M. Rosenburg
(Signature of Secured Party)
Director of Finance

Mail to Municipal Leasing

Type or Print Above Name on Above Line

10:50

1100

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) Kee, Inc 10759 Tucker Avenue Beltsville, MD 20705 488 - 512	2. Secured Party(ies) and address(es) Government Systems Advisors, Inc 8260 Greensboro Drive McLean, Virginia 22102	For Filing Officer (Date, Time and Filing Office) RECORD FEE 11.00 POSTAGE .50 #20806 0040 001 11:25 JAN 8 86
----------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------

4. This statement refers to original Financing Statement bearing File No. 098748
 Filed with Ann Arundel Co Date Filed 8/22/85 1985

- 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.
 Marquette National Bank
 63rd & Western
 Chicago, IL 60636

2030

857826X
No. of additional Sheets presented:

GOVERNMENT SYSTEMS ADVISORS, INC.

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

By: Melissa Coffey Director of Finance
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1103

Mail to: Gov. Systems Advisors

FILED IN THE CLERK'S OFFICE

1986 JAN -8 AM 11:29

E. ANDREW COLLISON
CLERK



STATE OF MARYLAND

LIBER - 493 PAGE 374

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257909
RECORDED IN LIBER 468 FOLIO 228 ON _____ (DATE)

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury
Address State Income Tax Building, Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation
Address 8260 Greensboro Drive, McLean, VA 22102

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

3. Maturity date of obligation (if any) _____

RECORD FEE 11.00
POSTAGE .50
#20807 0040 R01 T11:25
JAN 8 85

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

Union-Tidewater Financial Co., Inc.
10 East Baltimore Street
Baltimore, MD 21203

See Equipment Listed on Original Equipment Filing.

83-484M
Sch. 26



1985 JAN - 8 AM 11:29

Mail to Municipal Leasing

Dated August 9, 1985

MUNICIPAL LEASING CORPORATION
Medina Carter
(Signature of Secured Party)
Director of Finance
Type or Print Above Name on Above Line

1102

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 486
Identification No. 257252

Page No. 444
Dated July 2, 1985

1. Debtor(s) { Elvaton Towne Associates
Name or Names — Print or Type
51 Glen Ridge Road Glen Burnie, Md. 21061
Address — Street No., City - County State Zip Code

2. Secured Party { First National Bank of Md.
Name or Names — Print or Type
25 S. Charles St. XXXXXX Balto. Md. 21201
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.

RECORD FEE 10.00
POSTAGE 50
BILBOY ROAD RD2 110:52
JAN 9 86

Dated: Dec. 11, 1985

Norman S. Hovermale
(Name of Secured Party)

Norman S. Hovermale
(Signature of Secured Party)

Senior Loan Executive
Type or Print (Include Title if Company)

Return to ~~Yorkridge-Calvert S&L Assn.~~
~~5725 Old Court Road~~
Baltimore, MD 21208

BS-1216D-8406

AS

1986 JAN -9 AM 11:03

F. AUDREY COLLISON
CLERK

109
5

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 486 Page No. 438
Identification No. 257249 Dated July 2, 1985

1. Debtor(s) { Structural Manamement & Consultants, Inc.
Name or Names - Print or Type
51 Glen Ridge Rd. Glen burnie, Md. 21061
Address - Street No. City - County State Zip Code

2. Secured Party { First National Bank of Maryland
Name or Names - Print or Type
25 S Charles St. Balto. Md. 21201
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.

RECORD FEE 10.00
POSTAGE .50
911408 0040 R02 110:53
JAN 9 86

Dated: Dec. 12, 1985

Norman S. Hovermale
(Name of Secured Party)

Norman S. Hovermale
(Signature of Secured Party)

Senior Loan Executive
Type or Print (Include Title if Company)

Return to Yorkridge-Calvert S&L Assn.
~~Mail to 3725 Old Court Road~~
Baltimore, MD 21208

BS-1216D-8406

1986 JAN -9 AM 11:03
COLLISON

1000

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 486 Page No. 440
Identification No. 257250 Dated July 2, 1985

1. Debtor(s) { Kehm Homes, Inc.
Name or Names - Print or Type
51 Glen Ridge Rd. Glen Burnie, Md. 21061
Address - Street No., City - County State Zip Code

2. Secured Party { First National Bank of Maryland
Name or Names - Print or Type
25 S. Charles St. Balto. Md. 21201
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.

RECORD FEE 10.00
POSTAGE .50
#11409 0040 002 710:53
JAN 9 86

Dated: Dec. 11, 1985

Norman S. Hovermale
(Name of Secured Party)

Norman S. Hovermale
(Signature of Secured Party)

Senior Loan Executive
Type or Print (Include Title if Company)

return to Yorkridge-Calvert S&L Assn.
3725 Old Court Rd.
Mail to ~~Baltimore, MD 21208~~

BS-1216D-8406

RECEIVED FOR RECORD
BALTIMORE COUNTY
1986 JAN -9 AM 11:03
E. AUDREY COLLISON
CLERK

100 B

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 486 Page No. 442
Identification No. 257251 Dated July 2, 1985

1. Debtor(s) { Olde Mill Estates, Inc.
Name or Names - Print or Type
51 Glen Ridge Rd. Glen Burnie, Md. 21061
Address - Street No., City - County State Zip Code

2. Secured Party { First National Bank of Maryland
Name or Names - Print or Type
25 S. Charles St. Balto. Md. 21201
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.

RECORD FEE 10.00
POSTAGE .50
#11410 0040 102 110:53
JAN 9 86

Dated: Dec. 11, 1985

Norman S. Hovermale
(Name of Secured Party)

Norm S. Hovermale
(Signature of Secured Party)

Senior Loan Executive
Type or Print (Include Title if Company)

Return to Yorkridge-Calvert S&L Assn.
3725 Old Court Rd.
Mail to Baltimore, MD 21208

BS-1216D-8406

ld

RECEIVED FOR RECORD
CLERK OF DISTRICT COURT
1986 JAN -9 AM 11:03
E AUDREY COLLISON
CLERK

100
25



FINANCING STATEMENT

THIS FINANCING STATEMENT is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR AND ADDRESS

David A. Kinlein
414 Paradise Road
Riva, Maryland 21140

2. SECURED PARTY:

John A. Scaldara, Trustee For
Trustee For The Benefit Of
Michael Arthur Kinlein
Sun Life Building, 3rd Floor
Baltimore, Maryland 21201

RETURN TO:

John A. Scaldara, Esquire
Sun Life Building, 3rd Floor
Baltimore, Maryland 21201

RETURN FEE 11.00
POSTAGE .50
#11411 CD40 R02 110:54

3. This FINANCING STATEMENT covers the following property:

JAN 9 86

Stock Certificate Number 18 for 28,000 shares of the Common Stock of Optic Graphics, Inc., together with all stock rights, rights to subscribe, dividends (including, but not limited to, cash dividends, stock dividends, dividends paid in stock and liquidating dividends) and any other rights and property interest including, but not limited to, accounts, contract rights, instruments and general intangibles arising out of or relating to the stock, and all other or additional stock or other securities or properties (including cash) paid or distributed in respect of the stock by way of stock split, spin-off, split up, reclassification, combinations of shares or similar corporate arrangements and all other additional stock or securities or property (including cash) which may be paid or distributed in respect of the stock by reason of any consolidation, merger, exchange of stock, conveyance of assets, liquidation or similar corporate reorganization and all proceeds (both cash and non-cash) of the foregoing, whether now or hereafter arising under the foregoing.

MP

1986 JAN -9 AM 11:03
RECEIVED COLLISION

PROCEEDS AND PRODUCTS OF COLLATERAL ARE ALSO COVERED.

DEBTOR:

By David A. Kinlein
David A. Kinlein

December 6, 1985

SECURED PARTY:

Mail to John Scaldara

By John A. Scaldara
John A. Scaldara, Trustee For The
Benefit of Michael Arthur Kinlein

December 6, 1985

Mr. Clerk: No recording tax due. Purchase money security interest.

11.00



FINANCING STATEMENT

THIS FINANCING STATEMENT is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR AND ADDRESS

David A. Kinlein
414 Paradise Road
Riva, Maryland 21140

2. SECURED PARTY:

John A. Scaldara, Trustee For
Trustee For The Benefit Of
Catherine Marie Kinlein
Sun Life Building, 3rd Floor
Baltimore, Maryland 21201

RETURN TO:

John A. Scaldara, Esquire
Sun Life Building, 3rd Floor
Baltimore, Maryland 21201

RECORD FEE 11.00
POSTAGE 50
#11413 0040 202 110:55

JAN 9 1986

3. This FINANCING STATEMENT covers the following property:

Stock Certificate Number 20 for 28,000 shares of the Common Stock of Optic Graphics, Inc., together with all stock rights, rights to subscribe, dividends (including, but not limited to, cash dividends, stock dividends, dividends paid in stock and liquidating dividends) and any other rights and property interest including, but not limited to, accounts, contract rights, instruments and general intangibles arising out of or relating to the stock, and all other or additional stock or other securities or properties (including cash) paid or distributed in respect of the stock by way of stock split, spin-off, split up, reclassification, combinations of shares or similar corporate arrangements and all other additional stock or securities or property (including cash) which may be paid or distributed in respect of the stock by reason of any consolidation, merger, exchange of stock, conveyance of assets, liquidation or similar corporate reorganization and all proceeds (both cash and non-cash) of the foregoing, whether now or hereafter arising under the foregoing.

MP

RECORDED
INDEXED
NOV 11 1985

PROCEEDS AND PRODUCTS OF COLLATERAL ARE ALSO COVERED.

DEBTOR:

By David A. Kinlein
David A. Kinlein

December 6, 1985

SECURED PARTY:

By John A. Scaldara
John A. Scaldara, Trustee For The
Benefit of Catherine Marie Kinlein

Mail to John Scaldara

December 6, 1985

Mr. Clerk: No recording tax due. Purchase money security interest.

259839

LIBER - 493 PAGE 381

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) Baltimore Diesel Service, Inc. 108 Wellham Avenue Glen Burnie, Maryland	(2) Secured Party(ies) (Name(s) And Address(es)) Electronic Information Systems, Inc. Suite 104, #5 Centerview Drive Greensboro, North Carolina	RECORD FEE 11.00 POSTAGE 50 #11416 0040 1002 110:56 JAN 9 86 For Filing Officer
(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. Mentor 4154EP Computer, Serial Number 2046640		
<input checked="" type="checkbox"/> Products of the Collateral Are Also Covered.		
(6) Signatures: Debtor(s) Baltimore Diesel Service, Inc. (By) <i>William C. [Signature]</i> Standard Form Approved by N.C. Sec. of State and other states shown above.	Secured Party(ies) [or Assignees] Electronic Information System, Inc. (By) <i>Frank R. [Signature] EIS</i> Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and <input checked="" type="checkbox"/> <input type="checkbox"/> Collateral Is Brought Into This State <input type="checkbox"/> Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)	
(1) Filing Officer Copy - Numerical	UCC-2	

11.00

Mail to *Electronic Info Systems*
MP

RECORDED
1986 JAN -9 AM 11:04
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

259900

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 Lease Financing Corporation

Address 3 Radnor Corporate Center, Radnor PA 19087-4574

2. SECURED PARTY

Name New England Merchants Funding Corporation

Address 50 Milk Street, Boston, MA 02109

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

3. Maturity date of obligation (if any) _____

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

See Schedule A attached hereto and made a part hereof.

Location reference: Baltimore/Wash Intl Airport
Baltimore, md

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00
POSTAGE .50
#11423 0040 R02 11:02
JAN 9 86

LEASE FINANCING CORPORATION

(Signature of Debtor)

Healey M. G. Zerk
Type or Print Above Name on Above Line

(Signature of Debtor)

Healey M. G. Zerk
Type or Print Above Signature on Above Line

NEW ENGLAND MERCHANTS FUNDING CORPORATION

(Signature of Secured Party)

James C. Sheppard
Type or Print Above Signature on Above Line

Anne Arundel

Filed with Baltimore County - Clerk of Circuit, Maryland

mp

1986 JAN -9 AM 11:05

E. HOBBS & COLLISON
CLERK

1/10
3

SCHEDULE A TO UCC-1
FINANCING STATEMENT
BETWEEN
LEASE FINANCING CORPORATION ("DEBTOR")
AND
NEW ENGLAND MERCHANTS FUNDING CORPORATION ("SECURED PARTY")

1. All items of equipment and other items of property (collectively, the "Equipment") which are at any time subject to the Equipment Leasing Agreement dated as of March 15, 1985, as amended between Lease Financing Corporation, as Lessor and British Airways Plc, as Lessee (the "Lease"), including, without limitation various computer ticketing and reservation equipment and all accessions, additions, improvements and replacements from time to time incorporated or installed therein, and all proceeds (including insurance proceeds) thereof and therefrom.

2. To the extent not otherwise included, all sums and monies due or to become due in connection with the exercise by Lessee of any option to purchase the Equipment or any Item (as defined in the Lease) thereof and all sums payable in connection with any loss, damage or destruction of or any early termination or cancellation of the Lease with respect to the Equipment or any Item thereof, together with, in each and every case, all proceeds thereof (including, without limitation, insurance proceeds), but excluding the Excepted Rights and Excluded Amounts (as defined in the Security Agreement dated as of March 15, 1985 between Debtor and Secured Party); and

3. The Lease, the Lease Supplements (as defined in the Lease), all rights, title and interests of Debtor as Lessor thereunder, and all Interim Rent, Basic Rent, and Supplemental Payments (as defined in the Lease) due or to become due under the Lease, and each Lease Supplement (excluding the Excepted Rights and Excluded Amounts); all bills of sale, invoices and other documents (and all rights, title and interests of Debtor thereunder) now or hereafter delivered with respect to the Equipments transferring any interest in any patent indemnification or any interest in any warranty, and together with, in each and every case, all proceeds thereof except for the Excluded Amounts.

LEASE FINANCING CORPORATION

NEW ENGLAND MERCHANTS FUNDING CORPORATION

By:

Its:

[Signature]
Vice President

By:

Its:

[Signature]
Lease Dept. Manager

Mail to

[Signature]
New England Merchants

0192S
British Airways

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. \$ nta

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 British Airways Plc

Address 245 Park Ave, New York, NY 10167

2. SECURED PARTY

Name Lease Financing Corporation

Address 3 Radnor Corporate Center, Radnor, PA 19087-4574

New England Merchants Funding Corporation, 50 Milk Street, Boston, MA 02109

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

3. Maturity date of obligation (if any) _____

RECORD FEE 13.00
POSTAGE .50
#11474 0040 R02 T11:03
JAN 9 86

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

All of the Equipment now or hereafter leased under an Equipment Leasing Agreement dated as of March 15, 1985, between the above-named Lessor, as Lessor, and the above-named Lessee, as Lessee, including but not limited to, Invoice 110, and all accessions, additions, replacements, substitutions and improvements thereto and therefor, and all proceeds (including insurance proceeds) of and from said Equipment and Equipment Leasing Agreement. The parties hereto acknowledge and agree that said Equipment Leasing Agreement is a true lease and that the execution and filing of this financing statement shall not be used as evidence to the contrary.

Assignee: New England Merchants Funding Corporation
50 Milk Street
Boston, MA 02109

Filed with Anne Anunder Baltimore County Clerk of Circuit, 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)

[Signature]
(Signature of Debtor)

Attorney-in-Fact
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

LEASE FINANCING CORPORATION
[Signature]

(Signature of Secured Party)

HENRY A LYCZAK
Type or Print Above Signature on Above Line

MD

1986 JAN -9 AM 11:05

ANNIE COLLISON
CLERK

1303



LIBER - 493 PAGE 365

Equipment and Leasing Corporation

45 ORVILLE DRIVE, BOHEMIA, NEW YORK 11716 (516) 589-8666

October 9, 1985

Lease Financing Corp.
3 Radnor Corp. Center
Radnor, PA 19087

REF: Contract between British Airways
and ITS Equipment & Leasing Corp.

Invoice Number: 110

Equipment installed at Balt/Wash Int'l Airport
Baltimore, MD

<u>QUANTITY</u>	<u>EQUIPMENT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
1	OPII (110V) VDU/MKB 114 KYBD	\$ 1,448.88	\$ 1,448.88
1	ITM 160G5 Controller	6,527.58	6,527.58
1	Okidata 92A PTR	572.70	572.70
			\$ 8,549.16

~~Mail to Lease Financing~~



International Telecommunications Services

File: E41 AIRFORT
Report: EW AP EQ. COUNT

Page 1
OCTOBER 3, 1965

SITE	OFFICE	VDU/SN	KEYBD./SN	QTY	DR./SN	QTY	TI/SN	QTY	CONT./SN	QTY	IER./SN	MODEL	QTY
EW	AIRFORT	64B	1399	1									
EW	AIRFORT				247371	1							
EW	AIRFORT								S124	1			
				1*		1*							1*

Mail to *Lease Financing*



LIBER - 493 PAGE 387

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

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

PAGE 304

RECORDED IN LIBER 490 FOLIO 258702 ON October 2, 1985 (DATE)

1. DEBTOR

Name PASSPORT YACHTS EAST, INC.
Address 326 First Street, Suite 14, Annapolis, MD 21403

RECORD FEE 10.00
POSTAGE .50
#21002 0040 F01 113410
JAN 9 86

2. SECURED PARTY

Name ELITE YACHTS DE FRANCE, INC.
Address 410 Severn Avenue, Suite 206, Annapolis, MD @!\$)#

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

Mail to Elite Yachts

Dated Dec. 16, 1985

Ulegay
(Signature of Secured Party)

Odile Ulegay
Type or Print Above Name on Above Line

01:11 PM 6-- NOV 9 1985
E. JUDITH COLLISON
REGISTERED CLERK

SECURITY AGREEMENT AND FINANCING STATEMENT

(Uniform Commercial Code - Secured Transaction)

December 31, 1985

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.

Debtor:	Address:
MONTGOMERY INVESTMENT GROUP XIII LIMITED PARTNERSHIP, a Maryland limited partnership	4837 Del Ray Avenue Bethesda, Maryland 20814

Secured Party:	Address:
MONTGOMERY MORTGAGE, INC., a Maryland corporation	4837 Del Ray Avenue Bethesda, Maryland 20814

RECORD FEE 18.00
POSTAGE 5.00
#21018 0345 R01 114:07
JAN 9 86

1. Debtor hereby grants to Secured Party a security interest in all of the property hereinafter described in Paragraph 3 in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Note of even date herewith in the amount of One Hundred Fifty Thousand, Four Hundred Thirty Dollars (\$150,430.00) from Montgomery Investment Group XIII Limited Partnership, as Maker, payable to Secured Party. The repayment of the indebtedness evidenced by the said Note is secured by a Deed of Trust of even date herewith made by Debtor, as Grantor, to William E. Thompson and Mary C. Martin, as Trustees, conveying certain land and premises located in Anne Arundel County, Maryland, and hereinafter described in Paragraph 6 hereof.

2. The said Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default in said Note or Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness, such default shall constitute a default in this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note and Deed of Trust. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

3. This Security Agreement and 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 described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel

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E. ARBURY COLLISON
CLERK

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conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) 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, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

(c) All leases, rents, earnings, revenues, issues, profits, avails and other income of and from the Premises and the collateral; and

(d) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

4. This Security Agreement and Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of the Debtor if any such tenants have the right to remove the same at or before the expiration of the term of their leases.

5. Proceeds are covered by this Security Agreement and Financing Statement.

6. Certain of the property hereinabove described is or will be affixed to the real estate described on Exhibit "A" attached hereto and incorporated herein by reference.

ATTEST:

DEBTOR:

MONTGOMERY INVESTMENT GROUP XIII
LIMITED PARTNERSHIP, a Maryland
limited partnership

By: MONTGOMERY FINANCIAL CORP.,
General Partner


B. Jeanne Cotton, Secretary


By: Richard R. Cotton, President

[CORPORATE SEAL]

ATTEST:

SECURED PARTY:

MONTGOMERY MORTGAGE, INC.,
a Maryland corporation

B. Jeanne Cotton
B. Jeanne Cotton, Secretary

By: Richard R. Cotton
Richard R. Cotton, President

[CORPORATE SEAL]

TO THE FILING OFFICER: After this Security Agreement and Financing Statement has been recorded, please return the same to:

Linowes and Blocher
8720 Georgia Avenue, Fifth Floor
P.O. Box 8728
Silver Spring, Maryland 20907
Attention: Richard M. Zeidman



Lots numbered Forty-three (43) and Forty-four (44) in Block II as shown on plat of subdivision entitled "PLAT ONE-SECTION 1-D - CHESTERFIELD" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 92 at Plat No. 48.

Property Addresses:

7890 Brighton Court
Pasadena, Maryland 21122
Tax Account No. 3-190-900-41335

7888 Brighton Court
Pasadena, Maryland 21122
Tax Account No. 3-190-900-41336

Mail to Foxes & Blocher

Exhibit "A"

(Property Description)

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
1625 Eye St., N.W., Washington, D.C. 20006

ASSIGNMENT

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

RECORD FEE 10.00
POSTAGE .50

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.....	
Date &	
Hour	

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

File Number of original Financing Statement

Date of Filing

Record Reference

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

Montgomery Investment Group XIII
Limited Partnership

4837 Del Ray Avenue, Bethesda, MD 20814

Name of Secured Party or assignee
MONTGOMERY MORTGAGE, INC.

No.

Street

City

State

4837 Del Ray Avenue, Bethesda, MD 20814

CHECK APPLICABLE STATEMENT

CONTINUATION

The original Financing Statement identified above by file number is still effective.

TERMINATION

The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.

RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

OTHER

This assigns the Financing Statement recorded immediately prior hereto:

FIRST AMERICAN BANK OF MARYLAND
8701 Georgia Avenue
Silver Spring, Maryland 20910

Arthur H. Blitz
Goldstein, Blitz & Rosenberg, P.A.
7315 Wisconsin Avenue, Suite 400 North
Bethesda, MD 20814

RETURN TO:

~~Debtor(s)~~ assignor(s)

MONTGOMERY MORTGAGE, INC.

By: Richard R. Cotton, President

(Type or print name under signature)

ASSIGNEE:

FIRST AMERICAN BANK OF MARYLAND

(Seal)

(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee

Loren C. Geisler, Senior Corporate Bank

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

Officer

Mail to Arthur Blitz

D. E. CLERK

1988 JAN -9 PM 2:11

E. AUGHEY COLLISON
CLERK

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LIBER - 493 PAGE 393

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RECORD FEE 32.00

POSTAGE .50

#11464 C237 R02 T14:13

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

2 Secured Party(ies) and address(es)
LEASING SYSTEMS, INC.
1413 K Street, N.W., #1200
Washington, D.C. 20005

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

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

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

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

SECURITY NATIONAL BANK
2000 M Street, N.W.
Washington, D.C. 20036

#15376

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

[Signature]

General Partner

[Signature]

President

Signature of Debtor(s)

Signature of Secured Party

Signature of Assignee(s)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Not subject to recording tax.

Martha Ryle

MP

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E. AUBREY COLLIER
CLERK

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LIBER - 493 PAGE 394

LEASING SYSTEMS INC.

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

SCHEDULE "A"

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE
NUMBER: 15376

<u>QTY.</u>	<u>DESCRIPTION</u>
1	Fabricate and deliver one custom receptionist desk as per plans 12a and details. 24' long x 32 1/4" x 48" hi with 10 1/2" Mahogany stained wood top and upper die. Lower die to be marble covered. Marble by others. Sheet 12a, details 1-9.
1	Fabricate and deliver wall shelving as per sheet #20, details 3,4,5 and 6.
1	Fabricate and deliver wall shelving as per sheet #20 detail 4,5 and 6.
1	Fabricate and deliver one custom service stand as per sheet #14, details 5,6,7,8 and 9.
1	Fabricate and install one custom remote cashier stand as per sheet #14, details 1,2,3 and 4.
1	Fabricate and deliver one custom planter unit.
1	Furnish and deliver wood base as per sheet #3. detail 1. (1" x 7")
1	Furnish and deliver moulding s above base as per sheet #3. detail 1. (3/4" x 1 1/8").
1	Furnish and deliver base moulding as per sheet #3. detail 1. (1 x 5 with chamfered edge.)
1	Furnish and deliver crown at ceiling as per sheet #3. detail 1. (1 x 7 with chamfered edge.)
1	Furnish and deliver crown moulding 3 1/2" stock as per sheet #3, detail 1.


Initials

1 Fabricate and deliver vertical wall panel mouldings at wall junctures as per plans.

1 Furnish and deliver Tambour paneling over existing dry wall.

BOARD ROOM - ELEVATION B

1 Fabricate and deliver crown (5 1/4" flat) moulding with chamfered edge and 3/4" quarter round moulding at wall and ceiling juncture. Paint grade materials.

1 Fabricate and deliver base moulding (5 1/4" flat) with one edge chamfered. Paint grade materials.

1 Fabricate and deliver vertical wall panel mouldings at wall junctures as per plan.

1 Fabricate and deliver wood presentation ledge as per section and details, sheet #18.

1 Fabricate and deliver wood frames and jamb for writing board.

1 Fabricate and deliver T.V. alcove built in as per elevation A, Detail 3, sheet #18.

BOARD ROOM - ELEVATION D

1 Fabricate and deliver crown (5 1/4" flat) moulding with chamfered edge and 3/4" quarter round mouldings at wall and ceiling juncture. Paint grade material.

1 Fabricate and deliver base moulding (5 1/4" flat) with one edge chamfered. Paint grade materials.

1 Fabricate and deliver vertical wall panel mouldings at wall junctions as per plan.

1 Fabricate and deliver T.V. alcove built in as per elevation A, detail 3, sheet #18.

BANQUET ROOM - SHEET 22 AND 23 L.D.C.

1 Fabricate and deliver base moulding as per elevation 1, 3, and 4, details 5 and 8, all of sheet #22.

1 Fabricate and deliver mirror moulding (top and bottom) as per elevation 1 and 4, sheet #22, detail 6.

1 Fabricate and deliver chair rail moulding as per elevation 1 and 4, sheet #22, detail 6.

LEASE NUMBER: 15376 Annapolis Mall Motel Limited Partnership DBA/Ramada Inn

QTY.	DESCRIPTION
1	Furnish and deliver cant blocking strips as per sheet #3, detail 1.
1	Furnish and deliver wood frames 3/4" x 5" to frame fabric panels on walls as per sheet #3, details 1.2 and 3. (3.4" x 5" chamfered.)
1	Furnish and deliver all wood moulding as per elevation 1, 2, 3, 4, 5, 6, and 7 sheet #4, details 8, 9, 10, 11 and 12 sheet #4.
1	Fabricate and deliver built in side tables (2) as per plan sheet #6 and #7, details 1, 2 and 3. Six units.
1	Furnish and deliver brass railings as per sheet #5, elevation #2. Twelve units.
1	Fabricate and deliver three (3) brass rails stand-up bar shelves as per plans, sheet #6 and #9, details 6, 7, 8, 9 and 10.
1	Fabricate and deliver one brass rail stand up bar shelf as per plans, sheet #6 and #19, details 3, 4, 5 and 8.
1	Furnish and deliver six (6) galvanized steel support liners for brass light poles on planter as per sheet #3, detail 7.
1	Furnish and deliver six (6) brass lamp poles with lamps as per plans, Sheet #3, Detail 7.
1	Fabricate and deliver one custom bar with two (2) waitress pick up stations and overhead glass rack with bulkhead to ceiling as per plans, Sheet #5, 6 and 19. Details 1, 2 and 3. Sheet #9 and 1, 2 and 3. Sheet #8 and #6. Sheet #2.
1	Fabricate and deliver one custom bar and back bar unit as per plans, sheet #6. 17' front bar and 9' back bar.
1	Furnish and deliver wood mouldings at lounge area bulkheads as per sheet #10, detail 2.
1	Furnish wood floor transition board at dance floor as per plan, sheet #6, detail 3.
1	Furnish and deliver 1x3 wood (stained to match Lawson sample) in lounge on ceiling as plan, sheet #10, detail 3 + 4.
1	Furnish and deliver wood mouldings at bulkhead in lounge as per plan, sheet #10, detail 3. Glue to edges. Bottom and front 60'.
1	Fabricate and deliver one stand up bar oval shaped as per plan, sheet #5, (24" x 56" x 72" hi). details 4, 5 and 6, sheet #2.

AS
INITIALS

<u>QTY.</u>	<u>DESCRIPTION</u>
1	Fabricate and deliver one stand up bar round shaped as per plan, sheet #6, (36" diameter x 5'10" hi). details 1, 2 and 3, sheet #2.
1	Fabricate and deliver D.J. booth as per plans. sheet #13, and #6, details 1, 2, 3, 4, 5, and 7, sheet #13.
1	Fabricate and install one lobby bar and back bar as per plan, sheet #15 and #2, details 1, 3, 4, and 5 sheet #15 and elevations sheet #15.
1	Furnish and deliver wood trim over receptionist desk 24' long.
1	Fabricate and deliver five (5) telephone shelves as per plan, Sheet #17, elevation 3, detail 6, sheet #16 and elevation 3, sheet #16.
1	Furnish and deliver wood base as per plans. elevation 1, sheet #20.
1	Furnish and deliver wood base as per plans. elevation 2, sheet #20. (65').
1	Furnish and deliver wood base as per plans, elevation 1, sheet #21.

BOARD ROOM - ELEVATION A

1	Fabricate and deliver crown (5 1/4" flat) moulding with chamfered edge and 3/4" quarter round moulding at wall and ceiling juncture. Paint grade materials.
1	Fabricate and deliver base moulding (5 1/4" flat) with one edge chamfered. Paint grade materials.
1	Fabricate and deliver vertical wall panel mouldings at wall junctures as per plan.
1	Fabricate and deliver T.V. alcove built in as per elevation A. detail 3, sheet #18.
1	Furnish and deliver Tambour paneling over existing dry wall.

BOARD ROOM - ELEVATION C

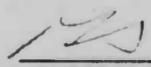
1	Fabricate and deliver crown (5 1/4" flat) moulding with chamfered edge and 3/4" quarter round moulding at wall and ceiling juncture. Paint grade materials.
1	Fabricate and deliver base moulding (5 1/4" flat) with one edge chamfered. Paint grade materials.


INITIALS

LEASE NUMBER: 15376

LESSEE: Annapolis Mall Motel Limited Partnership DBA/Ramada Inn

<u>QTY.</u>	<u>DESCRIPTION</u>
1	Fabricate and deliver 7' x 42" x 24" wall bar with closed storage under as per plan (one each suite). All exposed surfaces to be laminated.
1	Furnish and deliver 3 1/4" mahogany wood base in all rooms
1	Fabricate and deliver one custom cashier stand gull-wing design. To be 7' long overall x 18" deep x 36" hi with three (3) hinged doors with one adjustable shelf below for storage. All interior to be 9/4 board and exterior to be laminate covered as per design.
1	Fabricate and deliver one glass entrance door as per entrance to lounge with 8" diameter Mahogany jamb and brass pivot hardware.
1	All wood work to be finished by Eagle Woodworking, including job site final after installation.
1	Actual wood species used and stain colors and final finished to approved by George Lawson in writing.
1	General contractor to maintain stable conditions on site once Eagle work is to begin.
1	Storage space (in building) with building conditons to be provided for fixtures, etc. prior to installation (wood joints etc. ned stable conditions to prevent expansion and contraction of joints. etc.).
1	Access to the work area to be provided on a 24 hour basis if required. (to be set up in advance with contractor; Guards etc. if required to be responsibility fo General Contractor and not a part of this contract.


INITIALS

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

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LEASE NUMBER: 15376

QTY.	DESCRIPTION
6	MT 9064 Bar Stools finish: #013 Dark Tobacco, seat height: 29", for Living Room Suites floors 4,5,6
8	panels, 7'6" inches high x 35 1/2 inch wide, fabric required 25 1/y, for Lobby - Reception back wall
5	panels, 9 ft. high x 36 inches wide for Conference Room elevation A
6	panels, 9 ft. high x 36 inches wide for Conference Room elevation B fabric required 40 1/y
8	panels 8 ft. high x 42 inches wide for Meeting Rooms elevation 2
4	panels, 8 ft. high x 42 inches wide for Meeting Rooms elevation 4
4	panels 3 ft. high x 42 inches wide for Meeting Rooms elevation 4
1	Conference Cabinets 4 doors sides/micore filler, fabric required 60 1/y
4	panels center seamed 8'6" high x 7'6" wide (Elevation 1)
2	panels center seamed 8'6"H x 5'W (Elevation 2)
1	panel center seamed 8'6"H x 6'W (Elevation 2)
1	panel center seamed 8'6"H x 7'6"W (Elevation 2)
2	header panels center seamed 1'H x 6'W (Elevation 2)
4	header panels 1'H x 3'W (Elevation 3)
1	header apnel center seamed 1'H x 6'W (Elevation 3)
3	panels center seamed 8'6"H x 7'W (Elevation 4)
2	panels center seamed 8'6"H x 5'6"W (Elevation 5)
1	header panel 1'H x 4'W (Elevation 5)
1	header panel center seamed 1'H x 5'6"W (Elevation 5)
5	panels 8'6"H x 2'6"W (Elevation 6)
1	panel 8'6"H x 3'6"W (Elevation 6)
1	panel center seamed 8'6"H x 5'6"W (Elevation 6)
3	panels center seamed 8'6"H x 7'W (Elevation 7)
2	panels center seamed 8'6"H x 7'6"W (Elevation 7)
1	header panel 1'6"H x 3' (Elevation 7)
1	Coromandel Screen #325-731/Red Ground "Foo Dogs", 7'4" panel x 22 1/2"
1	#1533 fish table base w/40" diameter highly polished edge glass, table top 3/4" thick
33	Arthur Court Assorted Shells and Minerals
1	30"H x 36"L x 15"W Mevamar #S-3-22G table
1	38" brass mirror/clear
1	Carack Hostess Lamp #2547
2	4'x6' Oriental Rugs/Style #9909 rust, style #9910 red, BOKHARA
1	Custom mirror w/Leda and Swan sandblasted on gray/suze 72"Wx36"H
13	framed images/double matted w/Framica frames
2	38" square mirrors in Framacia #061/light gray
12	Custom lights to illuminate plants in planters; found 5 1/2" diameter, 9 1/2" hieght, color: black
8	Sconces to illuminate hallway/Gitlin light #3008/10"Wx11"Hx7"D 100 watts/up and down light, color: black
3	king size headboards #041-554 - "Avenues" finish, for Suite Bedrooms floors 4,5,6
4	nite stands #041-620 "Avenues" finish, size: 27"x17"x22 1/2", for Suite bedrooms, floors 4,5
2	nite stands #041-610 "Avenues" finish, size: 20"Dx25"H, for suite bedrooms floor 6

[Signature]
INITIALS

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LIBER - 493 PAGE 401

LEASE NUMBER: 15376

<u>QTY.</u>	<u>DESCRIPTION</u>
600	stacking chairs #5140. upholster in Newport #10 smoke, 100% nylon Frame finish - goldtone epoxy
6	#53 hand trucks for transporting above stacking chairs
60	100 Series Folding Tables - beige epoxy finish on frames, sheltex tops, brown VBM edge, 60" diameter tables
6	#92 trucks to transport above 60" rd. tables
30	72" diameter tables
3	#93 trucks to transport above 72" rd. tables
175	18"x72" tables
10	48"x30" tables
6	Ring Tables - outside diameter 180" - 1/6th full circle
10	#91 trucks to transport rectangular tables
1	Sofa 80"L x32"Dx30"H with reversible seat and back cushions - 3 each
6	Sofas 56"x32"Dx30"H with reversible seat and back cushions - 2 each
13	Chairs 32"x32"Wx30"H All above pieces to be upholstered in C.O.M. Payne Fabric Chanel #30133, color: beaver
3	42" diameter tops - clear glass 3/4" thick, with concave bevelled edge for Suites-floors 4,5,6
4	36"x26" clear glass tops 3/4" thick with 1" bevel edge having 25c radius corners, for Suites-Floors 2,3
27	Desk lamps #143/4, 22 1/2" high, shade diameter 19"
4	807/6 headboards - Rattan with woven cane drilled for standard king size bed frame
4	801 double dresser - entire hardwood case covered with woven cane and trimmed in Rattan moulding. antiqued brass drawer pulls. size: 58"Wx 19"Dx29"H
4	804G Mirrors - wood frame trimmed in woven cane and rattan size: 20"Wx42"
8	805 two door night stands - entire hardwood case covered with woven cane and trimmed in rattan moulding antiqued brass door and drawer pulls, size: 24"Wx16"Dx23"H
4	505 CU occasional chairs - poly dacron back and poly dacron seat cushions to be upholstered in C.O.M.
20	Dresser mirrors - custom fabricate exactly as on Contract Purchasing Order #P-2005, dated 9-25-85, size: 52"x52" with 44"x44" overlay centered in height and width.
95	Mirrors, 30"Wx40"H o/a size. 1/2" thick plate with 3/4" bevel on glass. Frame style and dimensions as sample provided in Custom Celadon Laquer. Desk Mirrors/Beige Scheme Rooms
95	Mirrors, 30"Wx40"H o/a size. 1/2" thick plate with 3/4" bevel on glass. Frame style and dimensions as sample provided in Custom Sea Green Lacquer. Desk Mirrors/Green Scheme Rooms
7	MT-3012 table bases only - bamboo construction finish: Dark Tobacco #013 game tables, size: 28"x28"x28", Living Room Suites - game tables Floors 2,3,4,5,6
24	MT 4020L chairs for game tables. finish: #013 Dark Tobacco, size: 22 1/2"Wx 25"Dx32"Hx18" seat height. C.O.M. for seat cushions TBA. Living Room Suites, Floors 2,3,4,5 game chairs: 4 per suite
4	NT 4016 chairs for game tables. finish: #013 Dark Tobacco, size: 22"Wx 24"x33 1/2"H, 26 1/2" arm height. Living Room Suite Floor 6


INITIAL

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LIBER - 493 PAGE 402

LEASE NUMBER: 15376

<u>QTY.</u>	<u>DESCRIPTION</u>
5	Bray and Scarff Sales, Inc. installation with water and drain within 6 feet of units
5	Bray and Scarff Sales, Inc. 1 year parts and labor warranty
4	Supreme Metal Fabricators, Inc. duchess series portable bar
2	Intermetro Industries Corp. Poker Chip Dolly
1	Intermetro Industries Corp. T17B40P Poker Chip Dolly
2	Intermetro Industries Corp. T17B24P Poker Chip Dolly
5	Intermetro Industries Corp. Poly covers for dollies
16	Intermetro Industries Corp. C-24 Sani Stack
1	Kelvinator Casters for ice cream cabinet
1	Gill Manufacturing, Inc. complete unit to mount on tilting kettle 2140 fisher
1	ATS Inc., B-200 double pantry faucet
1	ATS Inc., RK-6 bleeder
1	Johnson Crane Service, Inc. Truck and crane required 10/1/85 at the jobsite
7	Contract kitchen specialists U-line
1	(4) E.D.I. Liqour Systems, including installation
5	GTE Authorization Terminals
1	5 drawer lateral file 36" putty
1	TOA 903 amplifier (Board Room)
6	10 oz. coaxial loudspeakers
2	TOA rack spaces
1	70122 volume control
1	Shure SM 57 microphone
1	wire and connectors
4	microphone clips
4	microphone stands
4	25' cables
1	50' wiremold 2000 base
1	50' wiremold 2000 cover
16	wiremold 2000 outlets
16	outlets for neon
1	500' black THHN
1	500' red THHN
1	500' blue THHN
1	500' purple THHN
1	500' white THHN
1	150' 1/2 Greenfield, conduit, connection
1	Marble bartops out of 3/4" stock
1	70 yards of Kravet Fabric "Jeannette-9", fabric for wall curtain Board Room area
1	520 square yards of Hartex Contract carpet underpad weight: 40 oz. width: 6'0"
4	#15/R/2- with on/off switch
1	655 sq. yards pattern: D113 Dabblers; weight: 44 oz per sq. yard; colors: cinnabar - print, nutria - ground
1	854 sq. yards, quality: as above; color: cinnabar as pattern above
1	140 sq. yards, quality: as above; color: nutria as pattern above

125
Initials



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LEASING SYSTEMS INC.

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

PAGE TEN

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15376

SCHEDULE "A"

<u>QTY.</u>	<u>DESCRIPTION</u>
200	Litebar #G25B448, no convenience outlet. Size: 1"x4"x48" long with six sockets and chrome collars. Polished chrome finish, UL approved for wall mounting
1	Communication, TV and Security Systems
200	Framed Posters 'Copacabana Follies of 1932' gold frame
100	Framed Posters 'Scandals of 1926' gold frame
100	Framed Poster 'La Vie Parisienne gold frame
400	Nielsen security system hooks
1	Refrigeration hook-up for walk in boxes, to include drain lines, insulation, control wire, start-up service, erection of walk-ins. Hook up and start of ice machine cuber and flaker.
1	Dominon Refrigeration Corporation walk-in refrigeration
1	Guardian Fire Protect SVC, Inc. fire suppression system 120/1 exposed chrome fittings
5	Bray and Scarff Sales, Inc. ice maker with 5 CM 0310 push button dispensers with 265 lbs. of storage
1	022795-653 yds. Compote Matinee
1	130 Yds. Canberra Wool Beige 54"W - CB5342
6	#75046/11050 Coolskin Drum Size 12x45 Dark Blue, Hi-Gloss, Tag R2
2	#77048/91201 Deacon Table, Size 24x18x21, Dark Blue, Hi-Gloss, TabR-36
3	Ctns. Bases Item #82790
4	Taube Inc. #6181 Garden SEats/White Chinoiserie, For Bedroom Suites Floors 2 and 3
1	Mechanical Equipment - Warner
1	Electrical Equipment - Pel-Bern
1	Operable Wall System - Standar Accoustics
1	Elevator Cabs - Maryland National Elevator
1	Lockers & Benches - Steel Products
1	Wedge Shaped Facia with flat front and Flat lince. #616147A Beige, Linces will be white textilene. Scalloped bottom with black braid. Frame will be painted beige. Terra Cotta #526 with black outlined. 12" & 30".
1	Dining Room Pad & Carpet
1	Ball Room Carpet
1	Hall Carpet
1	Guestrooms Carpet
1	Board Room Carpet

INITIAL



LEASING SYSTEMS INC.

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

PAGE ELEVEN

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: L5376

<u>QTY.</u>	<u>DESCRIPTION</u>
3	FOUR POLE SWITCHES
1	FOSTEX MICROPHONE
1	XLR FEMALE MICROPHONE CONNECTOR FOR WALL PLATE
1	FOUR GANG BLANK PLATE
1	T-01S LINE OUTPUT
3	H-32S LOW Z MIKE WIHT LOW CUT WITH MUTING
1	X-11 R AUX PRE AMP WITH MUTE
1	L-11 S LINE MATCHING TRANSFORMER
1	1000' MICROPHONE WIRE
1000	ZIP CORD 16 GAUGE
1	MINI FOUR POT RELAY 12 VDC
1	12 VDC POWER SUPPLY
30	MG1606-M66 1/6 PAN, 6" DP - 7166
12	200N4 SS 1/9 PAN, 4" DP (M94)
6	1268 20" ADAPTER BAR
9 DZ	950027-741 CASABL, RAMEKIN 2 OZ
5	8009508 10.5 OZ PETAL GOBLET
2	285 20 QT HV ALUM SAUCEPOT, 13"
1	3705 11.5 OZ EMBASSY BRANDY
1 DZ	1255 CLAM SHELL, #7 WHITE COLOR
30 DZ	950027-741 CASABL, RAMEKIN 2 OZ
1	1M313 MULTI STONE
1	K PANCAKE DISPENSER
3 DZ	AB 1 3926 KNIFE STEAK ECONOMY
5 DZ	201 EBONY LIQUOR POURER
3	285 20 QT HV ALUM SAUCEPOT, 13"
3	308 SERV CART W/DROPLEAF
3	285 20 QT HV ALUM SAUCEPOT, 13"
10	110 10" ALUM CLAD FRY PAN
12	MG2004 M14 FULL PAN, 4" DP 7004
6	MG2006 M16 FULL PAN, 6" DP 7006
24	MG1202 M22 1/2 PAN, 2" DP 7122
6	MG1204 M24 1/2 PAN, 4" DP 7124
6	MG1206 M26 1/2 PAN, 6" DP 7126
12	MG2000 M12 FULL PAN, 2" DP 7002
9 DZ	800 9532 PETALE SHERRY
72	302 9519 LITER CARAFE
2 DZ	302 9501 1/2 LITER CARAFE
36	901 1057 CHATALET VASE (6 3/4)
40 DZ	301 8553 CLEAR ASHTRAY (4 1/2")
8	800 9284 FLEUR BOWL 12"
4	800 0523 ARCADE BOWL 8"
15	8495 FLUTE

[Handwritten Signature]
INITIALS



LIBER - 493 PAGE 406

LEASING SYSTEMS INC.

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

PAGE THIRTEEN

SCHEDULE "A"

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15376

<u>QTY.</u>	<u>DESCRIPTION</u>
18	T2932/3711 GOBLET 12 OZ.
18	T2928/3764 WINE ROUND 8.5 OZ
17	T2946/3777 CHAMPAGNE 4.5 OZ
2	3702 5.5 OZ EMBASSY BRANDY
5	3715 10 OZ POCO GRANDE
25	8009508 10.5 OZ PETAL GOBLET
8	800916 8.5 OZ PETALE WINE
8	8009524 5.5 OZ PETALE WINE
24 DZ	8000564 5.5 OZ ARCADE BOWL
1 DZ	7716-CL PLAYBOY TRAY
2	362 OVAL PLATE GLASS MIRROR TRAY
1	377 SQUARE PLATE GLASS MIRROR TRAY
1	361 RND PLATE GLASS MIRROR TRAY
12 DZ	950027-741 CASABL, RAMEKIN 2 OZ
24	901 1057 CHATALET VASE (6 3/4")
10 DZ	739 MED. CASABLANCA POT PIE
8 DZ	745 MED. CASABLANCA SHIRRED EGG
1	3702 BRANDY
1	FIRE SYSTEM ADDED TO BROILER BY GUARDIAN SYSTEM
1	MATERIALS CUT AND FINISH ENDS OF S/S WALL SHELF
1	GILL MANUFACTURING, INC. MODIFICATIONS TO SOILED DISHTABLE
1	AND POT RACK
1	736391 4970 QUARRY 12X45X60
2	4000 SERIES AUTOMATIC DOOR OPERATORS IN CLEAR ANODIZED
	ALUMINUM FINISH
1	3030 27" MAT
3	3048 MATS
70	CTNS SHEET STEEL WASTEBASKETS TRL 5547
88	HEADBOARDS, 6/6 SIZE, 55-166-2Y
88	CLEATS FOR ABOVE HEADBOARDS
204	HEADBOARDS 4/6 SIZE, 55-164-2Y
104	CLEATS FOR ABOVE HEADBOARDS
95	20X20X43 2/BX, METAL TABLE, 26 1/2
1	28X50X28 190 GLASS TABLE TOPS
1	720 YDS. SOLITAIRE WILLOW
1	231.875 ITEM #06910 NORWOOD CLOTH
1	9045 CONSOLE 18X72
1	133.78 SQ.YARDS 2020-A UD IV PRINT


INITIALS

SCHEDULE "A"

LIBER - 493 PAGE 407

LEASE NUMBER: 15376

LESSEE: Annapolis Mall Motel Limited Partnership DBA/Ramada Inn

QTY.	DESCRIPTION
2	TYPING TABLES WITH ADJUSTABLE TOPS, WOOD GRAIN
3	DESKS WITH L RETURN AND LOCKING DRAWS, PUTTY
6	CHAIRS WITH ARMS - ROSE COLOR #4657
1	134YD #040515 MAGIC EYE, 07
1	#127398 BOMBAY BEIGE 6910 R
1	#127398 BOMBAY BEIGE 6910 H
1	132.33 SQ. YRDS. 2020 B
1	127.33 SQ. YRDS 2021 AA
1	127.11 SQ. YRDS. 2021 AB
1	122.78 SQ.YRDS. 2021 AC
1	34.22 SQ. YRDS. 2021 C
	ABOVE S/M MAIN LOBBY, CONCOURSE, DINING ROOM, FOYER, MEETING ROOMS AND BALL ROOM
1	146.67 NUTRI UD IV PLAIN 2020 A1
1	133.78 SQ. YDS. 2018 A CINNIBAR
1	133.44 SQ. YDS. 2018 B
1	184.22 SQ. YDS. 2018 C
1	133.89 SQ. YDS. 2019 A
1	133.67 SQ. YDS. 2019 B
1	179.78 SQ. YDS. 2019 C
88	55-166-2Y CHATH 6/6 WMHDBD MAHOGANY BLKT
145	55-164-2Y CHATH 4/6 WMHDBD MAHOGANY BLKT
22	55-055-4Y CHATH 1 DWR DESK/TBL UFB M BLKT
17	55-514-6Y CHATH 4 DWR DBL LOWBOY MAH BLKT
17	55-531-3Y CHATH 1 DWR FSNIGHTSTD MAH BLKT
88	HEADBOARDS, 6/6 SIZE 55-166-2Y
88	CLEATS FOR ABOVE HEADBOARDS
204	CLEATS FOR ABOVE HEADBOARDS
204	HEADBOARDS, 4/6 55-164- 2Y
1	COUNTER STOOL BASES
600	GOLDTONE NEWPORT 10 SMOKE GRADE S
6	STYLE #53 GOLDTONE GRADE, CODE M
1	A0099930 SALIDA CHEVRON TEX
4	LIGHT GRAY LAMP/FABRIC SHD
1	30 YRDS. FORMOSA MAUVE
1	97 YRDS. FORMOSA MAUVE S/M 28 COVERLETS
1	10 BLACK PANELS
1	CARRYING CASE
3	BLACK SPOTLIGHTS
5	BLACK HEADER
1	SPECIAL MATERIALS: 1 VELCRO, 1 PHOTO
1	23 YDS. PARADISE STRIPE 10705

LESSEE: Annapolis Mall Motel Limited Partnership DBA/Ramada Inn

LESSOR: LEASING SYSTEMS, INC.

BY: _____

BY: _____

TITLE: GENERAL PARTNER

TITLE: PRESIDENT

DATE: 12/3/05

DATE: _____

Mail to Leasing Systems

259909

LIBER - 493 PAGE 408



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

1. Debtor(s) (Last Name First) and address(es) Dr. Stanley R. Weimer, M.D. 1517 Ritchie Hwy., Ste. 205 Statcom Professional Center Arnold, MD 21012	2. Secured Party(ies) and address(es) Affiliated Capital Corp. 707 Skokie Blvd. Northbrook, IL 60062	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 13.00 POSTAGE .50 #21009 D040 R01 113:54 JAN 9 1986
4. This financing statement covers the following types (or items) of property: S51322A61001A (1) Clay Adams QBC II Hematology Analyzer S/N 174059 <u>NOT SUBJECT TO RECORDATION TAX</u>		5. Assignee(s) of Secured Party and Address(es) Deerfield Federal Savings & Loan, 745 Deerfield Rd., Deerfield, IL 60015

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, Ann Arundel County, P.O. Box 71, Annapolis, MD 21404

Please see attached lease page for original debtor's signature

By: Affiliated Capital Corp.
[Signature]
 Signature(s) of Secured Party(ies)

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

MP
 1986 JAN -9 PM 2:26
 E. W. H. HALLISON





LESSOR

LIDER - 493 PAGE 409

Affiliated Capital Corp.
707 Skokie Boulevard
Northbrook, IL 60062
1-800-323-5007
(312) 564-5180

LEASE

No. S51322A61001A

Refer to Above No. On
All Correspondence

NAME AND ADDRESS OF LESSEE:

Dr. Stanley R. Weimer, M.D.
1517 Ritchie Highway
Suite 205
Statcom Professional Center
Arnold, Maryland 21012

NAME AND ADDRESS OF SUPPLIER:

A.J. Buck & Son
10534 York Road
Hunt Valley, Maryland 21030

Person to Contact: Dr. S. R. Weimer Phone Number: 301-757-2200 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	Clay Adams QBC II Hematology Analyzer S/N 174059	\$7,400.00
		Total Price \$7,400.00
		Sales Tax 370.00
		Other -0-
		TOTAL COST \$7,770.00

Equipment to be delivered to and located at: (Name & Address)
Same address as above

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
60	1-5-86	1-5-86	\$203.57	\$-0-

SCHEDULE OF RENEWAL TERMS

\$203.57 Payable Annually
In Advance

No. of Months
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 returned 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 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 1/08/86 Date 12/17/85

Accepted By [Signature] Title _____ Name of Lessee Dr. Stanley R. Weimer, M.D. Company Name _____
By [Signature] 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

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) Errol A. Phillip, M.D. 20 Ridgely Avenue Annapolis, MD 21401	2 Secured Party(ies) and address(es)	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---------------------------------------------------------------------------------------------------------------------	--------------------------------------	------------------------------------------------------------------------------------------------

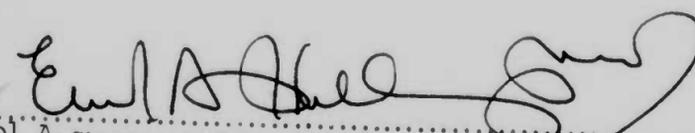
RECORDING FEE 10.00
 POSTAGE .50
 #21010 0040 R01 113:55
 19 84 JAN 9 8:16

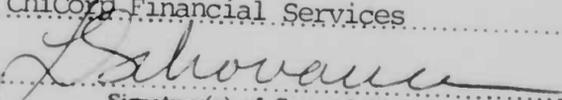
This statement refers to original Financing Statement No. BOOK476 PAGE14 Dated August 6, #253091

- Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 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.
- Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

Amend debtor address/equipment location as follows:

1835 Forest Drive, #F
Annapolis, MD 21401


 Errol A. Signature of Debtor, if an Amendment Phillip, M.D.
 Dated: 11/17/85, 19

ChiCorp Financial Services
 By: 
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY ALPHABETICAL

UCC-3 MODERN LAW FORMS CHICAGO (312) 640-1688

Mail to ChiCorp Financial Services

1986 JAN -9 PM 2:26
 E. ANDREW ALISON
 CLERK

STATE OF MARYLAND

259911

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.

REGISTRATION FEE 17.00
POSTAGE
\$21.00 CTTI R01 T14:39

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address 8319 MD Rt. 3 Box 244, Millersville, MD 21108

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Road, Baltimore, MD 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) _____ JAN 9 86

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

1986 JAN -9 PM 2:46
E. AUGER & SULLIVAN
REGISTER

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)
John W. Ritter Trucking, Inc.

[Signature]
(Signature of Debtor)

Edmond Ritter, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

[Signature]
(Signature of Secured Party)

John J. Murray, President
Type or Print Above Signature on Above Line

ASSIGNMENT

LIBER - 493 PAGE 413

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 30, 1985

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

and John W. Ritter Trucking, Inc., 2319 MD Rt. 3 Box 244, 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 (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 \$ 181,677.12

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30th day of December, 19 85

Beltway International Trucks, Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By [Signature]

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

LIBER - 493 PAGE 414
CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. ("Seller") FROM: John W. Ritter Trucking, Inc. ("Buyer")
1800 Sulphur Spring Road, Baltimore, MD 21227 (Address of Seller) 8319 MD Rt. 3 Box 244, Millersville, MD (Address of Buyer) 21108

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

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

See Schedule "A" attached hereto and made a part hereof for description of equipment.

(1) TIME SALES PRICE \$ 219,177.12
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 37,500.00
(4) CONTRACT PRICE (Time Balance) \$ 181,677.12

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 8319 MD Rt. 3 Box 244, Millersville, MD 21108

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred eighty one thousand six hundred seventy seven and 12/100*****Dollars (\$ 181,677.12)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of February, 19 86, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 3,784.94 and the final installment being in the amount of \$ 3,784.94

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: December 30, 19 85

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

John W. Ritter Trucking, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: John J. Murray, Pres
(Witness as to Buyer's and Co-Maker's Signature)

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

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

By: _____

This instrument prepared by _____

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19 _____ (SEAL) }
 _____ (Corporate, Partnership or Trade Name or Individual Signature) } Signature
 _____ (Witness) By: _____ } of
 _____ (Signature, Title of Officer, "Partner" or "Proprietor") } Seller

Mail to Buffalo Interm...

4

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) Kelly Vending, Inc. 300 Legion Avenue Annapolis, MD 21401	2. Secured Party(ies) and address(es) Bally Banner Company 7160 Ambassador Road Baltimore, MD 21207	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #21011 0040 R01 713:58 JAN 9 86
-------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------

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

1 Rowe 448E Showcase I/C #17665
4 Rowe 448 Showcase I/C #16059, 16062, 17005, 17007

CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX

1 Mars MC 5000 #509-15872
4 Mars MC 5900 #508-03870, 508-03884, 509-05068, 509-05283

5. Assignee(s) of Secured Party and Address(es)
GSAAC, LLC.
10601 W. Belmont Ave.
Franklin Park, IL 60131

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so) 60131

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

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

Filed with:

<p>Kelly Vending, Inc.</p> <p>By: <u>Robert L. Sauls</u> President Signature(s) of Debtor(s) Robert L. Sauls, Pres. (1) Filing Officer Copy - Alphabetical</p>	<p>Bally Banner Company</p> <p>By: <u>Edward A. Kucharski</u> Signature(s) of Secured Party(ies)</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------

STANDARD FORM - FORM UCC-1.

Mail to Bally Banner Co.

1906 JAN -9 PM 2:26
E. A. KUCHARSKI
JAN 9 1986

LIBER - 493 PAGE 417

STATE OF MARYLAND

BT6692

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

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales

Address 8540 Pulaski Highway, Baltimore, Maryland 21237

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

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

3. Maturity date of obligation (if any) _____

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

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

Assignee of the Secured Party

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gunther's Leasing Transport, Inc.

Mark Gunther
(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

H. C. Weidner
(Signature of Secured Party)

H. C. Weidner, V.P.
Type or Print Above Signature on Above Line

ASSIGNMENT

LIBER - 493 PAGE 418

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 30, 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 unmaturred 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 30th day of December 19 85 Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales (SEAL)

By H.C. Widrus V.P.

(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 15A

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 8350 Capel Drive, Pasadena, MD 21122

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) New 1986 Ford Model
LTL9000 Tandem Axle Tractor
S/N 1FDYA92X5GVA20977

(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 personally 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 February, 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.

Date: December 30, 19 85
Chesapeake Ford Truck Sales, Inc. T/A
Accepted Chesapeake Truck Sales (SEAL)
By: H.C. Weeden V.P.

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

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

BUYER(S)-MAKERS(S):
Gunther's Leasing Transport, Inc. (SEAL)
By: [Signature]
Co-Buyer-Maker: _____ (SEAL)

(Print Name of Co-Buyer-Maker Here)
By: _____

This instrument prepared by _____

11

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any re-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 H. 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 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 H. 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, 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)

LIBER - 493 PAGE 420

Mail to Chicago, Ill. Ford Truck Sales Inc.

276693

(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. DEBTOR Builders Leasing Company
(Name or Names)
10401 Grosvenor Place
(Address)
Rockville, MD 20852
(Name or Names)
(Address)

2. SECURED PARTY The Philadelphia National Bank
P.O. Box 13867 Broad & Chestnut Streets
Philadelphia, PA 19101

3. ASSIGNEE (if any)
of LESSOR _____
(Name or Names)

(Address)

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

(a) The machinery, equipment and other personal property described in Schedule A attached and made a part hereof (the "Equipment") being the equipment leased under a certain Master Lease Agreement, dated July 24, 1985, and Equipment Lease Schedule Number 03, dated October 8, 1985, (together the "Lease") between Debtor, as Lessor and The Philadelphia Hospital Association, Inc. as Lessee ("Lessee") together with all accessories, accessions, attachments and appurtenances appertaining or attached to any of the Equipment, whether now owned or hereafter acquired, and all substitutions, renewals, replacements and improvements together with all sums payable as a result of the sale, lease, condemnation, requisition or other disposition of the Equipment or by insurance or otherwise as a result of damage, destruction or loss of all of the Equipment, or any portion thereof.

(b) All right title and interest of Debtor in, under and to the Lease covering the Equipment, and all rents and other sums due and to become due thereunder

RECORD FEE 13.00
POSTAGE .50
#11480 C237 R02 T15:10
JAN 9 86

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

Debtor: BUILDERS LEASING COMPANY

SECURED PARTY: THE PHILADELPHIA NATIONAL BANK

By: [Signature]
Bresler & Reiner, Inc.
Managing Partner (Title)

By: [Signature]
Grazzini M. Pergola, AVP
Grazzini M. Pergola (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: _____
(Title)

Return to: 1986 JAN -9 PM 3:09

(Type or print name of person signing)

E. WUDREY COLLISON
CLERK

13.00

Description of Equipment and components on Equipment Schedule #03 between The North Arundel Hospital Association, Inc. and Builders Leasing Company

Fixed floor mount, supporting an Isocentric C-Arm featuring motorized 360 degree rotation of the C with + 45 degree angulation (cranio-caudal or caudal-cranio).

- Sophisticated double incidence projections
- Variable Source Image Distance (SID)
- Anti-collision device (I.I.)
- Magnification at isocenter 1.2 to 1.6 X
- Out of isocenter 3 X
- Offset x-ray tube and image intensifier support allowing extensive patient coverage, (e.g. femoral catheter approach).

- C-Arm control module mounted on mobile pedestal or tableside rails

ANGIX 80U VASCULAR TABLE

Vascular table with single pedestal design and motorized elevation.

- Radiolucent sub top with additional carbon fiber top.
- Carbon fiber top, 0.4mm Al equivalency.
 - Curved configuration for patient comfort.
 - Extensive metal free edges.
- Side rails for accessory and system control modules.
- Physiological monitoring junction boxes in table pedestal.
- Pneumatic locks
- Accessories include arm rest and pad, table mattress and I.V. pole.

X-ACT FAPL with Logic

- Servo driven x-ray beam collimator.

HYPERLUX VASCULAIRE 30cm. IMAGE INTENSIFIER

- Cesium iodide input phosphor.
- Trimode, 30/23/16cm. (12", 9" 6")
- Three port system accommodates TV, Digital and Spot Camera.

VIDILUX II 1023L TV CAMERA

Dual case 1023 Line Television System including:

- Camera head and control unit.
- Selected low lag Vidicon tube and high resolution lens
- Interconnect cables.
- 17" TV monitor with image rotation.
- Ceiling suspended monitor support.
- 9" TV monitor with support.

Graphite Anode X-Ray Tube

- Statorix 610 water cooled housing
- RS772 insert (0.6-1.2mm) focal spots
- 50/125 KW
- 9000 rpm, 12 degree target angle
- 1,850,000 HU

One pair high tension cables, 60 ft.

LIBER - 493 PAGE 423

- . Interface for Existing CPG 1315 Generators for Digital Operation.

BCM TABLE - 600 Mini Six Without Top

- . Programmer
- . 6 cassettes and screens, graduated
- . Grid
- . X-Ray Tube

This system will be installed with existing CGR -CPG 1315 generators, overhead tubestands (2) and biplane Schonanders and 105mm camera.

A Digital Angiography System

D.I.V.A.S. DG 200

The DG 200 is a new generation digital subtraction angiographic system with real time subtraction image acquisition and processing for vascular angiographic examinations. Features:

- . All electronic imaging
- . High speed, programmable hardware image processing
- . All digital processing and recording
- . On-line storage of all raw data in digital form
- . Fluoro mode capability includes last image stored.
- . Image acquisition at 30 fps (256) 7.5 fps (512)
- . ECG synchronized acquisition sequence
- . User friendly oriented control console with 2 TV monitors
- . Choice of any "mask" for optimum subtraction
- . Manual reregistration
- . Multi-format hard copy camera (11 x 14)

Mail to Philadelphia Data Bk.

259916

(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 The North Arundel Hospital
Association, Inc. (Name or Names)
301 Hospital Drive (Address)
Glen Burnie, MD 21061
(Name or Names)
(Address)

2. LESSOR Builders Leasing Company
10401 Grosvenor Place
Rockville, MD 20852

3. ASSIGNEE (if any)
of LESSOR The Philadelphia National Bank
(Name or Names)
P.O. Box 13867 Broad & Chestnut Sts. Philadelphia, PA 19101
(Address)

4. This financing Statement covers the following types (or items) of property:
The Equipment described on the attached schedules

RECORD FEE 17.00
POSTAGE .50
#11492 0237 R02 715:11
JAN 9 86

12. 2385.01
or E

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

LESSEE The North Arundel Hospital
Association, Inc.

LESSOR Builders Leasing Company
Breda & Sons, Inc. Partner

By: Alfred J. Bryan Jr. EXECUTIVE DIRECTOR
(Title)
Executive Director

By: Philip Friedman
(Title)
Team

(Type or print name of person signing)

(Type or print name of person signing)

By: Alfred J. Bryan Jr.
(Title)
Executive Director

Return to: 1986 JAN -9 PM 3:11
The Assignee

(Type or print name of person signing)

17.00

CLERK

MP

SCHEDULE

Description of Equipment and components on Equipment Schedule # 04 between The North Arundel Hospital Association, Inc. and Builders Leasing Company

- Item 1. Generator - PROCESS 1000ST
 One (1) generator, three phase, 12 pulse falling load and constant tube load 1250mA 150kVp, 100KW, 1000mA at 100kVp micro-processor generator including:
- . programmable
 - . operator technique console
 - . HT transformer, 150 kVp
 - . 180 HZ UFUS high speed stator control
 - . 3 field phototimer
 - . photo camera module
 - . heat integrator
 - . anatomical programmable
- Item 2. Remote Control Table
 One (1) PRESTILIX 1690 remote controlled general purpose fluoroscopic and radiographic system. 90/90 table tilt (variable speed) including table, base, drive and frame. Tube column arm and collimator, bucky spotfilm device and elevating mechanism, (1) logic circuit cabinet and control console.
- Item 3. Image Intensifier
 One (1) Hyperlux 3D image intensifier 16/23/30cm. The intensifier includes 2 port optical systems for fluoroscopy and 100mm photocamera application - high resolution, cesium iodine.
- Item 4. X-Ray Tube
 X-Ray Tube - Z550 housing - 850,000 HU 180Hz. water cooled. (Remote control table application) RS722 130kVp 5" anode (0.6-1.2) 15 degree, 37-95KW
- Item 5. One (1) pair HT cables, 52'.
- Item 6. One (1) Vidilux II TV camera with 14" monitor and mobile stand, 9" monitor wall mount.
- Item 7. 100mm Anodica spot camera - 6 f.p.s. with supply and receiving magazines. Includes spare receiving magazine and patient ID cards.

Description of Equipment and components on Equipment Schedule #03 between The North Arundel Hospital Association, Inc. and Builders Leasing Company

Fixed floor mount, supporting an Isocentric C-Arm featuring motorized 360 degree rotation of the C with + 45 degree angulation (cranio-caudal or caudal-cranio).

- Sophisticated double incidence projections
- Variable Source Image Distance (SID)
- Anti-collision device (I.I.)
- Magnification at isocenter 1.2 to 1.6 X
- Out of isocenter 3 X
- Offset x-ray tube and image intensifier support allowing extensive patient coverage, (e.g. femoral catheter approach).

- C-Arm control module mounted on mobile pedestal or tableside rails

ANGIX 800 VASCULAR TABLE

Vascular table with single pedestal design and motorized elevation.

- Radiolucent sub top with additional carbon fiber top.
- Carbon fiber top, 0.4mm Al equivalency.
 - Curved configuration for patient comfort.
 - Extensive metal free edges.
- Side rails for accessory and system control modules.
- Physiological monitoring junction boxes in table pedestal.
- Pneumatic locks
- Accessories include arm rest and pad, table mattress and I.V. pole.

X-ACT FAFL with Logic

- Servo driven x-ray beam collimator.

HYPERLUX VASCULAIRE 30cm. IMAGE INTENSIFIER

- Cesium iodide input phosphor.
- Trimode, 30/23/16cm. (12", 9" 6")
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- Selected low lag Vidicon tube and high resolution lens
- Interconnect cables.
- 17" TV monitor with image rotation.
- Ceiling suspended monitor support.
- 9" TV monitor with support.

Graphite Anode X-Ray Tube

- Statorix 610 water cooled housing
- RS772 insert (0.6-1.2mm) focal spots
- 50/125 KW
- 9000 rpm, 12 degree target angle
- 1,850,000 HU

One pair high tension cables, 60 ft.

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BCM TABLE - 600 Mini Six Without Top

- . Programmer
- . 6 cassettes and screens, graduated
- . Grid
- . X-Ray Tube

This system will be installed with existing CGR -CPG 1315 generators, overhead tubestands (2) and biplane Schonanders and 105mm camera.

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D.I.V.A.S. DG 200

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- . All electronic imaging
- . High speed, programmable hardware image processing
- . All digital processing and recording
- . On-line storage of all raw data in digital form
- . Fluoro mode capability includes last image stored.
- . Image acquisition at 30 fps (256) 7.5 fps (512)
- . ECG synchronized acquisition sequence
- . User friendly oriented control console with 2 TV monitors
- . Choice of any "mask" for optimum subtraction
- . Manual reregistration
- . Multi-format hard copy camera (11 x 14)

Mail to Philadelphia Date BR

259917

(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. DEBTOR Builders Leasing Company
(Name or Names)
10401 Grosvenor Place
(Address)
Rockville, MD 20852
(Name or Names)
- 2. SECURED PARTY The Philadelphia National Bank
P.O. Box 13867 Broad & Chestnut Streets
Philadelphia, PA 19101
(Address)
- 3. ASSIGNEE (if any)
of LESSOR _____
(Name or Names)

(Address)

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

(a) The machinery, equipment and other personal property described in Schedule A attached and made a part hereof (the "Equipment") being the equipment leased under a certain Master Lease Agreement, dated July 24, 1985, and Equipment Lease Schedule Number 04, dated October 8, 1985, (together the "Lease") between Debtor, as Lessor and The North Arundel Hospital Association, Inc. as Lessee ("Lessee") together with all accessories, accessions, attachments and appurtenances appertaining or attached to any of the Equipment, whether now owned or hereafter acquired, and all substitutions, renewals, replacements and improvements together with all sums payable as a result of the sale, lease, condemnation, requisition or other disposition of the Equipment or by insurance or otherwise as a result of damage, destruction or loss of all of the Equipment, or any portion thereof.

(b) All right title and interest of Debtor in, under and to the Lease covering the Equipment, and all rents and other sums due and to become due thereunder

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

Debtor: BUILDERS LEASING COMPANY

SECURED PARTY: THE PHILADELPHIA NATIONAL BANK

By: Bresler & Reiner, Inc.
Managing Partner (Title)

(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

By: Grannie M. Pugolin, APT
Grannie M. Pugolin, APT (Title)
(Type or print name of person signing)

Return to: 1986 JAN -9 PM 3:12

11:50
JAMES COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
#11483 0237 R02 T15:13
JAN 9 86

22585 01
F 2

SCHEDULE A

Description of Equipment and components on Equipment Schedule # 04 between The North Arundel Hospital Association, Inc. and Builders Leasing Company

- Item 1. Generator - PROCESS 1000ST
 One (1) generator, three phase, 12 pulse falling load and constant tube load 1250mA 150kVp, 100KW, 1000mA at 100kVp micro-processor generator including:
- . programmable
 - . operator technique console
 - . HT transformer, 150 kVp
 - . 180 HZ UFUS high speed stator control
 - . 3 field phototimer
 - . photo camera module
 - . heat integrator
 - . anatomical programmable
- Item 2. Remote Control Table
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- Item 5. One (1) pair HT cables, 52'.
- Item 6. One (1) Vidilux II TV camera with 14" monitor and mobile stand, 9" monitor wall mount.
- Item 7. 100mm Anodica spot camera - 6 f.p.s. with supply and receiving magazines. Includes spare receiving magazine and patient ID cards.

Mail to Philadelphia Data Bk

TO BE RECORDED IN THE OFFICE
OF THE CLERK OF THE CIRCUIT
COURT OF ANNE ARUNDEL COUNTY,
MARYLAND

LIBER - 493 PAGE 430

259913

TO BE
 NOT TO BE } RECORDED IN
LAND RECORDS

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

FINANCING STATEMENT

1. ~~XXXXXXXX~~ Consignee: } Accents and Design, Inc.
Name or Names—Print or Type
24 Annapolis Street, Annapolis MD 21401
Address—Street No., City - County State Zip Code

2. ~~XXXXXXXX~~ Consignor: } Pnina Wilkins
Name or Names—Print or Type
8321 Burning Wood Road, Baltimore MD 21208
Address—Street No., City - County State Zip Code

RECORDING FEE 13.00
POSTAGE .50
#21052 0777 801 715:09
JAN 9 86

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Merchandise listed on Exhibit A attached hereto and all other merchandise owned by Consignor which is hereafter delivered to Consignee as a "sale or return" transaction under §2-326 of the Maryland Uniform Commercial Code.

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

5. If collateral is crops, describe real estate.
N/A

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

~~XXXXXXXX~~ Consignee: Accents and Design, Inc.
By: Abigail Wilkins
(Signature of ~~Debtor~~ Consignee)
Abigail Wilkins
Type or Print
Margaret Chigas
(Signature of Debtor)
Nancy M Chigas
Type or Print

~~XXXXXXXX~~ Consignor:
(Company, if applicable)
Pnina Wilkins
(Signature of ~~Secured Party~~ Consignor)
Pnina Wilkins
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 Susan M. Wilkins, Esq., Gordon, Feinblatt, Rothman,
Hoffberger & Hollander, 233 E. Redwood Street,
Baltimore, MD 21202

1300
350

EXHIBIT A

<u>ACCOUNT NUMBER</u>	<u>ITEM</u>
<u>LAMPS</u>	
L201	1 Snail Lamp (Interior)
L315	1 Gold Floral Metal Light Fixture
L316	1 Pr Wood and Glass Lamps at \$119.00 ea (Frederick Cooper)
L318	1 Grey Ceramic Lamp (Chapman)
L319	1 Glass Lamp (Royal)
<u>CHINA</u>	
CP198	1 Porcelain Teapot (Expressions in Accessories)
CP264	1 Sunfish Pottery
<u>BOXES</u>	
BX265	1 Shell Box (Showroom 84)
BX266	1 Small Shell Box (Showroom 84)
<u>BASKETS</u>	
B202	2 Small Baskets - White & Lavender (Interni)
B203	1 Large Basket - Black
B430	1 Bamboo Basket Pitcher - Lacquered (Trovailles)
<u>WALL HANGINGS</u>	
WH411	1 Silk Batik-Hunter Scene Kenya (Tandla Arts)
WH412	1 Silk Batik-Elephants, framed (Tandla Arts)
WH414	1 Silk Batik-Zebra, framed (Tandla Arts)
WH415	1 Silk Batik-Zebra, framed (Tandla Arts)
WH416	1 Silk Batik-Chagall, framed (Tandla Arts)
WH417	1 Silk Batik-Maasui Women and Boy, framed (Tandla Arts)
WH418	1 Cotton Batik-Kabugo, framed (Tandla Arts)
WH419	1 Cotton Batik-Rectangular, Horizontal, framed (Tandla Arts)
WH420	1 Cotton Batik-Rectangular, Vertical, framed (Tandla Arts)
WH421	1 Rwanda Cotton Batik-Square, Sesame Street (Tandla Arts)
WH422	1 Rwanda Cotton Batik-Vertical, Sesame Street (Tandla Arts)
WH28	1 Applique' Wall Hanging (Ethereal)
WH407	1 Guro Mask-Zaire (Tandla Arts)
WH409	1 Silk Batik-Conversation, Kenya (Tandla Arts)
WH410	1 Silk Batik-Giraffe, Freize, Kenya (Tandla Arts)

EXHIBIT A
CONTINUED

<u>ACCOUNT NUMBER</u>	<u>ITEM</u>
<u>TABLEWARE</u>	
TW263	2 Plates-Blue & Pink, Japan at \$36.60 ea (Frederick Cooper)
TW260	1 Square Coverlet
TW261	1 Purple Round Cloth
TW262	4 Green Napkins
<u>VASES</u>	
V196	1 Black and Red Square Vase, Tall (Expressions in Accessories)
V197	1 Black and Red Square Vase, Pullen (Expressions in Accessories)
V199	1 Porcelain Vase (Michael Shevill)
V217	3 Ceramic Vases (Ethereal)
V431	1 60 Layers Lacquered Urn (Trovailles)
<u>PILLOWS</u>	
PL286	1 MultiColored Patchwork
PL287	3 Trapunta - 2 Red and 1 Salmon at \$20.00 ea
PL289	2 Taupe Shell Pillows
PL291	1 Blue and Green Pillow
PL292	2 Green and Wheat Tasseled Pillows
PL293	1 Brava and Wheat Tasseled Pillow
PL294	1 Blue and Rust Pillow
PL295	1 Rust Velvet Pillow
<u>PEDESTALS</u>	
PD19	2 Medium Lacquer - Red, Blue (Ethereal)
PD20	2 Tall Lacquer - Yellow, Black (Ethereal)
PD21	1 Small Lacquer - Lavender (Ethereal)
<u>MISCELLANEOUS</u>	
M26	1 Bone Round Small Picture Frame (Ethereal)
M192	1 Silver Plated Tray (Expressions in Accessories)
M193	1 Brass Tureen (Expressions in Accessories)
M194	1 Silver Plated Ice Bucket (Pierre Cardin)
M195	1 Silver Plated Wine Cooler
M272	1 Wine Rack - Brass, Wood
M313	1 Fan
M408	2 African Combs, Kenya (Tandla Arts)
M522	1 Bronze Usabato 12"D x 10"H (Studio Inter)

Mail to

Prima Wilkins

HOUSEHOLD FINANCE
LAUREL, MARYLAND 20707

LIBER - 493 PAGE 433

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

Jan 2 19 86

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. 245656 in Office of Anne Arundel (County and State)
(Filing Officer)

Debtor or Debtors (name and Address):

James E & Donna K Whittle
8105 B Falconer Ct
Ft Meade MD 30755

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

Household Finance Corporation
9626 Ft Meade Rd. Laurel MD 20707

By *E. J. White*
Its Branch Office Manager

Mail to *Household Finance Corp*

RECORD FEE 10.00
POSTAGE .50
#21053 0777 R01 T15:10
JAN 9 1986

MP 103
1986 JAN -5 PH 3:21

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

3. Maturity date (if any) (leave blank)

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

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

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

Sutton, Steve
5324 Sudley Road
West River, Md 20778

JOHN DEERE COMPANY
P O Box 4949
Syracuse, N Y 13221

RECORD FEE 11.00
POSTAGE .50
#21054 0777 R01 T15:11
JAN 9 86

The amount of indebtedness secured under this financing statement at the time of its filing exceeds \$200.00

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

1 New JD 7000 4 row planter Serial #A07000A012053

DISTRIBUTION SERVICE CENTER - FORMS PURCHASING

Proceeds of Collateral are also covered.

Products of Collateral are also covered.

No. of additional sheets presented

FILED WITH Sec. of State Other: (Indicate Office)

This instrument prepared by Secured Party at Secured Party's above mentioned address.

The carbon impressions of our signatures on copies of this Financing Statement shall constitute signatures on such copies.

Steve Sutton

JOHN DEERE COMPANY

By Steve Sutton
Signature(s) of Debtor(s)

By A. J. Kirsch
Signature(s)

A. J. Kirsch, Div. Mgr.

FILING OFFICER COPY - ALPHABETICAL

STANDARD UNIFORM COMMERCIAL CODE FORM UCC-1A STOCK 782

Mail to John Deere Co.

1986 JAN -9 PH 3:21

AUDREY COLLISON

TO BE)
 NOT TO BE)
 SUBJECT TO)
 NOT SUBJECT TO)

) RECORDED IN
) LAND RECORDS
) RECORDING TAX
) ON PRINCIPAL
) AMOUNT OF
) \$ _____

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

- 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): X David C. Ford SECURED PARTY:
 (Signature of ~~Debtor~~ Lessee -V.P. Finance/Treasurer

Hutzler Brothers Company THE SAVERS LEASING CORP.
 Type or Print (Company, if applicable)

(Signature of Debtor) Patricia A. Lemmon A.V.P.
 (Signature of ~~Secured Party~~ Lessor

Type or Print PATRICIA A. LEMMON
 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

mp
 1986 JAN -9 PM 3:21
 COLLISION
 1363-31 Anne Arundel City

EQUIPMENT SCHEDULE

LIBER - 493 PAGE 436

Hoteler Brothers Company - L 363-31

VENDOR	DATE	INVOICE #	LOCATION	DESCRIPTION
The Halcyon Group	11/02/85	12054	Towson	Carpet-360 sq. yds.-Cielo Dusk
Barrett Hill	11/15/85	21181	Harundale	Side Chair - 2
Barrett Hill	10/31/85	21095	Harundale	Stool
Electric Motor Repair Co.	11/15/85	91626	Towson	UMP4-5 General Slicing Machine
Lafayette Display	10/23/85	7701	Towson	Belt Fixture
Admart	10/22/85	39455	Towson	Sign Holders
			Inner Harbor	
			White Marsh	
			Harundale	
			Harundale	Sign Holders
Adco Signs	10/31/85	4301	Towson	Pillow Bin
Baltimore Display	10/23/85	46415	Harundale	Jewelry Cases
Baltimore Display	10/24/85	46415	Salisbury	Jewelry Cases
Baltimore Display	10/21/85	48128	Towson	Pillow Cases
Baltimore Display	10/23/85	017931	Harundale	Furniture
Gordon International	10/03/85	14113	Towson	Counter Fixtures
Edron Fixture Corp.	10/09/85	14114	Towson	Counter Fixtures
Leo Praser	10/27/85	8231	Towson	Counter Mirrors
Display Center	11/30/85	6312	Salisbury	Consultation Table
Display Center	11/30/85	6314	Harundale	Consultation Table
Display Center	11/30/85	6313	Harundale	Consultation Table
Display Center	11/30/85	6310	White Marsh	Consultation Table
Display Center	11/30/85	6311	Westview	Consultation Table
Coulter Fabrics	10/22/85	326563	Security	Wall Covering
G. F. Michel Co.	11/06/85	10-012674	Towson	5 Window Air Condition Units
Capital Hardware	10/04/85	60812	Salisbury	Fixture Hardware
Span Craft Ltd.	10/22/85	05771	White Marsh	Brass Desk
Span Craft Ltd.	10/22/85	05772	Security	Brass Desk
Span Craft Ltd.	10/22/85	05770	Towson	Brass Desk
Baltimore Display	11/26/85	40644	Harundale	Hat Displayer
Baltimore Display	11/22/85	40661	Towson	Shelf - Shoe Dept.
Bell Display	10/11/85	46576	Towson	"Swatch" Sign
Baltimore Display	10/24/85	46514	White Marsh	W084 - Baskets
Baltimore Display	10/16/85	45679	Towson	W084 - Hanging Baskets
Baltimore Display	10/23/85	46415	Harundale	W084 - Baskets
Baltimore Display	10/27/85	46726	Security	W084 - Baskets
Baltimore Display	10/08/85	45660	Westview	Shoe Mirror
Baltimore Display	11/12/85	47674	Towson	Sign Holders
Baltimore Display	11/01/85	47725	Towson	Sign Holders
Baltimore Display	11/21/85	4836	Towson	Card Holders
Precision Plastics	11/22/85	1851	Towson	Glove trays & shoe risers
Austin Fabrications	11/22/85	1851	Towson	Tangible person Property
W. R. Brass	11/25/85	1851 1-7	Sarasota, FL	Portion of Contract
				Lighting
				Music System
				Cabinetry
				Egg crate fixture
				Fabric for showcase
Unika Vacv	11/25/85	UV41421	Sarasota, FL	Furniture
Heuer Upholstering	11/25/85	489	Sarasota, FL	Showcase
Russell William Ltd.	11/25/85	23306	Sarasota, FL	Cabinet Work
Raphael Construction Corp.	10/15/85	Contract	Galleria	Carpet 341.86 sq. yds.
Clodan Carpets, Inc.	3/20/86	4217	Short Hills	

Mail to Bowers Leasing Corp.

259921

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 12/14/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hoffman, James T. & Kathy L.
Address RD 2, Box 367, Whitehouse Station, NJ 08889

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.

RECORD FEE 12.00
POSTAGE .50
#21056 12777 R01 115-12
JAN 9 86

3. Maturity date of obligation (if any) N/A

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

1985 S 2 30C 30' Fiberglass Hull #SSU31382M85A
1985 Yanmar Diesel 15HP Engine #11659

Home Anchorage/Winter: Annapolis, MD

Assignee:
Society for Savings
1290 Silas Deane Highway
Wethersfield, Ct.

CHECK THE LINES WHICH APPLY

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

James T. Hoffman
(Signature of Debtor)

James T. Hoffman
Type or Print Above Name on Above Line

Kathy L. Hoffman
(Signature of Debtor)

Kathy L. Hoffman
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

1230

Mail to First Commercial Corp.

Anne Arrendel Co

12-30-85

1986 JUN -9 PM 3:21
MP

259922

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 12/16/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name T & T ENTERPRISES, INC.
Address 374-2 115th Avenue North, St. Petersburg, FL 33702

RECORD FEE 11.00
POSTAGE .50
#21057 0777 401 715413

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)

1985 33' BB 10 Fiberglass Hull # BB900019L585
1985 9 HP Yanmar Diesel Engine

First Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

Residence: (not collateral)
Thomas A. Kulaga
374-2 115th Avenue North
St. Petersburg, FL 33702

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)
T & T ENTERPRISES, INC.

Thomas A. Kulaga PRESIDENT
(Signature of Debtor)

Thomas A. Kulaga, President
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

Mail to First Commercial Corp

Annie Arundel Co
12 31 85

FINANCING STATEMENT FORM UC 71

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 12/14/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Larkins, Charles W., Sr.
Address 3001 Walnut Ave., Owings Mills, MD 21117

RECORD FEE 11.00
POSTAGE .50
#21050 0345 R01 115:15
JAN 9 86

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)

1979 Wellcraft 25'8" Fiberglass Hull #WELA35190679
1979 Mercruiser Gas Twin 255HP Engines

Home Anchorage/Winter: Pasadena, MD

Assignee:
First Jersey National Bank -
South
South Carolina & Atlantic AV
Atlantic City, NJ 08401

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles W. Larkins, Sr.
(Signature of Debtor)

Charles W. Larkins, Sr.
Type or Print Above Name on Above Line

(Signature of Debtor)

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
1-2-86

FINANCING STATEMENT

250921

- 1. _____ To Be Recorded in the Land Records.
- 2. X 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 \$74,000.00. 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)
TIMOTHY MANNING HALL	7600 McNamara Drive Glen Burnie, MD 21061
DAVID KEITH REED	310 Blue Cedar Court Millersville, MD 21108

RECORD FEE 12.00

6. Secured Party	Address
First National Bank of Maryland	83 Forest Plaza Annapolis, Maryland 21401

POSTAGE #21055 0345 ROL 115 21 JAN 9 86

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.

1200
50

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

LAW OFFICES
MANIS
WILKINSON SNIDER &
GOLDSBOROUGH
CHARTERED
P O BOX 921
ANNAPOLIS MD 21404
(301) 263-8855

1986 JAN -9 PM 3:21

1
E. WATTS & COLLISON
CLERK

MS

LIBER - 493 PAGE 442

259925

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

RECORD FEE 12.00
POSTAGE .50
#21057 0777 R01 115422
JAN 9 86

1. Lessee

John Pettigrew
T/A PST Consultants
Name or Names

404 Laura Avenue Linthicum, Maryland 21090
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.)

ISI XT Plus Computer System with Two Floppy Disk Drives

Lessee: John Pettigrew
T/A PST Consultants

John Pettigrew
(Signature of Lessee)

John Pettigrew President
(Type or Print) (Include Title)

Lessor:

THE EQUIPMENT LEASING COMPANY

[Signature]
(Signature of Lessor)

James H. Harker, Vice President
(Type or Print) (Include Title)

1986 JAN -9 PM 4:05
MP

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, Box 307, Riderwood, Maryland 21139.

1250

Mail to Equipment Leasing Co.



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) Jacal's Future, Inc. t/a One Hour Martinizing 2645 E. Jessup Road Jessup, Maryland 20794	2. Secured Party(ies) and address(es) Allied Lending Corporation 1625 Eye Street, NW Suite 603 Washington, DC 20006	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #21068 D777 R01 115:25 JAN 9 86
4. This statement refers to original Financing Statement bearing File No. <u>257856</u> Filed with <u>Clerk, A.A. County</u> Date Filed <u>August 6</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. Please change box #1 to read: Jacal's Future, Inc. t/a One Hour Martinizing 2649 E. Old Annapolis Road Hanover, Maryland 21706		
Jacal's Future, Inc. By: <u>[Signature]</u> Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		No. of additional sheets presented: <u>0</u> Allied Lending Corporation By: <u>[Signature]</u> Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mail to Allied Lending Corp.

1986 JAN -9 PM 4:05
 E. ANNAPOLIS, MARYLAND
 E. ANNAPOLIS, MARYLAND

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.

RECORD FEE 11.00
 POSTAGE .50
 #21069-1167 R01 115-25

4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Address(es)
 Waters Insulation, Inc. 4700 Belle Grove Road #18
 Baltimore, Maryland 21225

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

JAN 9 1986

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 Waters Insulation, Inc.
 BY: *J. Stephen Waters* (Seal) _____ (Seal)
 J. Stephen Waters, 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 EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

11/50

11.50

RECEIVED & RECORDED
 CIRCUIT COURT OF ANNE ARUNDEL COUNTY

1986 JAN -9 PM 4:06

E. AUDREY COLLISON
 CLERK

MP

LIBER - 493 PAGE 445
 MARYLAND FINANCING STATEMENT

259923

(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 Custom Transport, Inc. (Name or Names)
P.O. Box 450 - 7400 Conowingo Avenue, Jessup, Md. 20794 (Address)

RECORD FEE 11.00
 POSTAGE 1.00
 #21070 0777 R011154 26

LESSEE _____ (Name or Names)
 _____ (Address)

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

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

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

1108

MP

1986 JAN -9 PM 4:06
 COLLISION
 11576

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

LESSEE
Custom Transport, Inc.
 By: Edward E. Garber, Jr. (Title)
 (Type or print name of person signing)
 By: _____ (Title)
 (Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
 By: Brian G. Connolly Manager (Title)
 (Type or print name of person signing)

Return to: Baltimore Federal Financial, F.S.A.
P. O. Box 116
Baltimore, MD 21203
 Attn: Nancy Gaynor

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. BFSL 1483
 dated December 31, 1985.

<u>Quantity</u>	<u>Description</u>
1	Sperry PC/IT Computer System
1	Sperry 3/26-51, 1Mb, 1.2 Mb Floppy 44 Mb Drive
1	Sperry F4777-00 60 Mb Tape Drive & Controller
20	Maxell MD2HDM DS-QD 96TPI Diskettes
1	Star SR15 200 CPS W/C Dot Matrix Printer
1	Sperry 3716-00 Mono TTL, 12" Monitor PC/IT
1	Sperry 4763-00 Sperry Mono Card with Printer Port
1	Sperry F8732-00 Xenix O/S (8 User) (PC/IT)
1	Bush CTA 171 Oak Solid and Veneer Hutch
2	Bush CTA 174 Oak Lockable Door Module
1	Sperry 4730-70 PC/IT Professional Keyboard
4	Sperry F8445-00 9-25 Pin Terminal Adapters
3	Sperry SVT 1210 3606/-01/-02/-03/-04 Terminals
1	CAC CI-6 6' Shield IBM/Sentronix Cable
1	Sperry F4767-00 4 Port Terminal Adapters
1	Sperry 4776-00 Floor Stand/System Unit
1	OPC Model KSR Sound Enclosure - W31 X D30 X H16

Approved and agreed to this 31st day of December, 198 5

Lessee: Custom Transport, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: [Signature] By: [Signature]

Mail to Baltimore Federal Financial

MARYLAND FINANCING STATEMENT

UCC-1

259929

Not Subject to Recordation **LIBER - 493 PAGE 447**
 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:~~ **LEASEE** ALCO GRAVURE, INC.
(Name or Names)
7364 Baltimore and Annapolis Blvd., Glen Burnie, MD 21061-3242
(Address)

DEBTOR: _____
(Name or Names)
_____ (Address)

RECORD FEE 12.00
POSTAGE .50
#21071 C777 R01 115:27
JAN 9 86

2. ~~SECURED PARTY:~~ **LEASOR** J-M EQUIPMENT LEASING ASSOCIATES
(Name or Names)
P.O. Box 20847, Baltimore, MD 21209
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: _____
(Name or Names)
_____ (Address)

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

Manitowoc ice cuber, self-contained, Model # AD0102A,
Serial # 851264000

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

N/A

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S): Alco Gravure, Inc.
By: Roy L. Burns as Agent Purchasing Mgr.
Roy L. Burns
(Type or print name of person signing)

SECURED PARTY: J-M Equipment Leasing Associates
By: Howard L. Kleinman
HOWARD L. KLEINMAN
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: _____

1200
50

Mail to J-M Equipment Leasing Assoc.

MP
1986 JAN -9 PH 4:06
E. AUSTIN COLLISON
CLERK

- 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~~: TO-GEO, Inc., t/a Runway Gourmet
LEASEE 500 DiGiulian Blvd, Glen Burnie, MD 21061
(Name or Names)
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. ~~SECURED PARTY~~: J-M Equipment Leasing Associates
LEASOR P.O. Box 20847, Baltimore, MD 21209
(Name or Names)
(Address)

RECORDATION FEE 14.00
POSTAGE .50
#21072 0777 R01 115#29
JAN 9 86

3. ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

4. This Financing Statement covers the following types (or items) of property:
- Manitowoc ice cuber, Model # EY-0404A, Ser. # 851263513
 - Manitowoc ice storage bin, Model # C-400, Ser. # 851022689

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

N/A

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S): TO-GEO, Inc.
By: George W. Viehmeyer Pres.
George W. Viehmeyer
(Type or print name of person signing)

SECURED PARTY:
J-M Equipment Leasing Associates
By: James A. Effron
James A. Effron
(Type or print name of person signing)

By: Thomas Gaggerty, Jr. VP
Thomas Gaggerty, Jr.
(Type or print name of person signing)

Return To: 14830

Mail to J-M Equipment Leasing Assoc.

MP
1986 JAN -9 PH 4:06
E. ADRIAN COLLISON

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~~: Country Liquors, Inc. (Name or Names)
LEASEE 303 E. Furnace Branch Rd., Glen Burnie, MD 21061 (Address)

DEBTOR: _____ (Name or Names)
_____ (Address)

2. ~~SECURED PARTY~~: J-M Equipment Leasing Associates (Name or Names)
LEASOR P.O. Box 20847, Baltimore, MD 21209 (Address)

3. ASSIGNEE (if any) of SECURED PARTY: _____ (Name or Names)
_____ (Address)

RECORD FEE .01
RECORD FEE 12.99
POSTAGE .50
#21073 0777 R01 T15:29
JAN 9 86

4. This Financing Statement covers the following types (or items) of property:
Manitowoc ice cuber, Model #GY-0694N, Ser.#851161641
Manitowoc remote condenser, Model #AC-0895A; Ser.#850890246
Manitowoc tube kit #RT-35
Manitowoc ice bin, Model #C-900, Ser.#840321014
Manitowoc bin adapter, Model #K-00022

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

N/A

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S): Country Liquors, Inc.

By: Judy Dawn Shoemaker (Title)
Judy Dawn Shoemaker (Type or print name of person signing)

By: Gary Shoemaker (Title)
Gary Shoemaker (Type or print name of person signing)

SECURED PARTY: J-M Equipment Leasing Associates

By: Howard L. Kleinman
Howard L. Kleinman (Type or print name of person signing)

Mail to J-M Equipment Leasing Associates

Return To: _____

mp
RECORDED
1986 JAN -9 PH 4:06
E. JUBNEY COLLISON
CLERK

1300

This document is a financing statement.

Registration fee 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:~~ Casa Bella Italian Restaurant, Inc. (Name or Names)
 LEASEE 548 Balto.-Annap. Blvd., Severna Park, MD. 21146 (Address)

DEBTOR: _____ (Name or Names)
 _____ (Address)

2. ~~SECURED PARTY:~~ J-M Equipment Leasing Associates (Name or Names)
 LEASOR P.O. Box 20847, Baltimore, MD. 21209 (Address)

3. ASSIGNEE (if any) of SECURED PARTY: _____ (Name or Names)
 _____ (Address)

RECORD FEE 13.00
 POSTAGE .50
 #21076 C777 R01 T15:32
 JAN 9 86

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

CTX - #70 , Pizza Conveyor oven, by Pett Industries
 Serial # 58E074F

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

~~Pizza #70 Pizza Conveyor Oven by Pett Industries Ser. #~~

6. Proceeds of Collateral are covered hereunder: Yes No
 Products of Collateral are also covered: Yes No

DEBTOR(S):
 Casa Bella Italian Restaurant, Inc.
 By: Donald G. Perrigoy Pres. (Title)
 Donald G. Perrigoy (Type or print name of person signing)

By: Darlene B. Perrigoy VP (Title)
 Darlene B. Perrigoy (Type or print name of person signing)

SECURED PARTY:
 J-M Equipment Leasing Associates
 By: Howard L. Kleinman
 Howard Kleinman (Type or print name of person signing)

Return To: _____

1300
1350

Mail to J-M Equipment Leasing Associates

MP
 1986 JUN -9 PH 4:06
 E. AUSTIN COLLISON
 CLERK

LIBER - 493 PAGE 451

259933

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee

Ashok Krishnaswamy, M.D.
Name or Names

95 Aquachart Rd Glen Burnie, Maryland 21051
Address - Street No. City-County State Zip Code

2. Lessor

The Equipment Leasing Company

Ruxton Towers Box 307 Riderwood, Maryland 21139

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

Universal 300MA @ 125 KV X-Ray
Unit w/Float Top Table, Tube, Tubestand
and Collimator-Complete
AFP- 14 XL Automatic Film X-Ray
Processor
Accessories

Lessee: Ashok Krishnaswamy, M.D.

Ashok Krishnaswamy
(Signature of Lessee)

ASHOK KRISHNASWAMY, M.D.
(Type or Print) (Include Title)

Lessor:

THE EQUIPMENT LEASING COMPANY

Dennis Horner
(Signature of Lessor)

DENNIS HORNER, VICE PRESIDENT
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, Ruxton Towers, Box 307, Riderwood, Maryland 21139.

1/10/50

Mail to Equipment Leasing Co.

1956 JAN - 9 PM 4:06
M.D.

11.00

259931

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
#21078 0777 R01 T15433
JAN 9 86

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 lease payments under a certain True Lease Assignment dated December 9, 1985, Schedule 01 dated December 11, 1985, between Assignor as Lessor and LEASE ACCOUNT #589021 as Lessee. Assignor has granted a security interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of rents dated _____, between Assignor and Assignee:

- 1 (one) Terex L 600 D Crawler Loader S/N 20591
- 1 (one) 1976 Track Grade All Model 600 on Tracks w/Grading Bucket S/N 236366

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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, Sr.
(Signature of Secured Party)

J. David Kommalan, Sr. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

Mail to Baltimore Fed Financial F.S.A.

1100

FARMERS

1986 JAN - 9 PM 4:06
E. J. COLLISON
RECORDS

259935

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 46,000.00

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

Name of Debtor

Address

Daman, Inc.

102 Mariner Court
Arnold, MD 21012

Secured Party

Address

RECORD FEE 11.00
RECORD TAX 322.00
POSTAGE .50
#21079 0777 R01 T15:36
JAN 9 1986

~~ASSIGNOR~~

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, equipment, accounts receivable and inventory now owned or hereafter acquired by borrower and all proceeds (cash or non-cash) from such accounts, account receivables, equipment and inventory.

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)
Daman, Inc.

By: Ellis Wolod, President

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

BY Frank T. Lowman
Senior Vice President

Type or print names under signatures

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

1100
32200
50

Mail to Farmers Natl Bk of Md

RECORDED & INDEXED
90:7 M-6-NOT 9361
MAY 10 1986
COLLISON
MP

259936

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

RECORD FEE 11.00
#21090 CT77 R01 T15:39
JAN 9 86

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 December 2, 1985 between Assignor as Lessor and LEASE ACCOUNT #486211 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 12/27/85 between Assignor and Assignee:

- 1 (One) Startel System 220
- 1 (One) Model 6010 Typewriter
- 1 (One) Model 1020 Copier
- Harter Corp. - Modular Office Furniture
- 11 (Eleven) M-1 Call Diverters
- 2 (Two) Universal Call Diverters

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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]
(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.

[Signature]
(Signature of Secured Party)

J. David Kommalan - V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mail to Baltimore Fed Financial F.S.A.

STAR/3.J.

1986 JAN -9 PM 4:06
E. ARUNDEL COUNTY

MP

259007

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
2777 R01 115:39
JAN 9 86

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 February 28, 1984 between Assignor as Lessor and LEASE ACCOUNT #488220 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated December 26, 1985 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 AND LOAN ASSOCIATION
OF BALTIMORE

William J. Ottey, V.P.
(Signature of Secured Party)

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

Filed with Anne Arundel County

MP

1986 JAN -9 PM 4:06

ELTRO/AWDO
1172

1100

Electroteck DBA Audiokrafters

Schedule 03

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
1	Apple Macintosh 512K M2512 S/N F5427T0
1	Hard disk 20MB hyperdrive S/N CA36187
1	Printer, ImageWriter II S/N 0076541
1	Cable P8, Mac/Periph 8 MO 185
1	Filemaker 739808
1	Word/Mac 355100
1	System 40 processor model 9547
1	Best AOS Operating system
3	C.ITOH 1550 SCP S/Ns 100625 100617 100655

Mail to Irvington Fed S&L
Assoc. of Baltimore

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE:

[Handwritten signature]
[Handwritten initials]

IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATION OF BALTIMORE

BY:

TITLE:

[Handwritten signature]
[Handwritten initials]

FINANCING STATEMENT - MARYLAND

259933

No: _____

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

DEBTOR: American Micro Acceptance Corporation t/a American PC Finance Corporation

Type Address of Debtor: Box 378, 7451 Race Street

Hanover, MD 21076

Filing officer may deliver or mail this Financing Statement after Recording to:

Secured Party: WESTINGHOUSE CREDIT CORPORATION
2000 Oxford Drive, Suite 200A
Bethel Park, PA 15102

RECORD FEE 12.00
POSTAGE .50
#21082 0777 R01 115:40
JAN 9 86



Description of collateral covered by original financing statement.
This financing statement covers the following types (or items) of property:

All of the Debtor's inventory, equipment, accounts, contract rights (including but not limited to any purchase and rental agreements), chattel paper, documents and general intangibles, of whatever kind or nature, wherever located, now owned or hereafter acquired, and all returns, repossessions, substitutions, replacements, parts, additions and accessions, thereto and thereof, and all proceeds (including but not limited to cash, instruments, chattel paper, general intangibles and accounts) and products thereof.

Check if covered: Proceeds of Collateral are also covered

MP
1986 JAN -9 PM 4:06
E. M. COLLISON

The underlying secured transaction or transactions being publicized by this Financing Statement are not wholly or partially subject to the recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland, 1962 suppl., as amended.

DEBTOR

SECURED PARTY

American Micro Acceptance Corporation t/a American PC Finance Corporation
(TYPE TRADE NAME OF DEBTOR)

WESTINGHOUSE CREDIT CORPORATION

By: R. A. Phillips

R. A. Phillips
Regional Credit/Operations Manager
(TYPE NAME AND TITLE)

(L. S.) Bruce Grewell

Bruce Grewell
Vice President & Acting Treasurer
(TYPE NAME AND TITLE)

Mail to Westinghouse Credit Corp.

259933

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 12/18/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00
POSTAGE .50
#21083 0777 R01 715:40
JAN 9 86

1. DEBTOR

Name ANDERSON, George Ed.

Address 1209 Barley Corn Sq., Harrisburg, PA 17112

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)

1975 35' Pearson fiberglass hull #PEA 390 M 75 C.G. Official #567926
1975 30 HP Westerbeke engine

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)

George Ed. Anderson
(Signature of Debtor)

George Ed. Anderson
Type or Print Above Name on Above Line

(Signature of Debtor)

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 Arnold Co

12/31/85

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

1. DEBTOR

Name Value Added
Address 876 Bay Berry Drive, Arnold, MD 21012

2. SECURED PARTY

Name Genstar Rental Electronics, Inc.
Address 2445 Faber Place, Suite 200, Palo Alto, CA 94303

Person And Address To Whom Statement Is To Be Returned 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 RECORD A RENTAL PURCHASE AGREEMENT COVERING THE FOLLOWING EQUIPMENT:

(1) DATA I/O 120 Gang Prog. (REI#52549)

UNDER WHICH THE SELLER IS THE SECURED PARTY AND THE RENTOR IS THE DEBTOR.

RECORD FEE 11.00
#21098 C040 R01 T16#14
JAN 9 86

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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)

Value Added

Type or Print Above Name on Above Line

Bruce P. Ward V.P.
(Signature of Debtor)

Bruce Ward

Type or Print Above Signature on Above Line

GENSTAR RENTAL ELECTRONICS, INC.

(Signature of Secured Party)

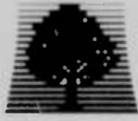
Annalee B. Kaufer Vice Pres. Corp. Operations

Type or Print Above Signature on Above Line

Mail to Genstar Rental Electronics, Inc.

mp
1986 JAN -9 PM 4:13
E. AUGUST COLLISON
CLERK

110



MARYLAND NATIONAL BANK
We want you to grow.SM

259912

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at N/A
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel
- 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)
Gary W. Koch 2710 Mountain Road
Susanne J. Gant Pasadena, MD 21122

6. Secured Party Address
Maryland National Bank Maryland National Bank
Attention: Paula A. Glass P.O. Box 871
Annapolis, MD 21404

RECORDED FEE 12.00
POSTAGE .50
#11115 0777 001 708-469
JAN 10 1986

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.

[Signature] (Seal)
Gary W. Koch

[Signature] (Seal)
Susanne J. Gant

____ (Seal)

____ (Seal)

Secured Party
Maryland National Bank
[Signature] (Seal)

B. A. Newell, Credit Analyst
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

Mail to Maryland National Bank

1200
50

1986 JAN 10 AM 9:43

E. ANTHONY 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 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) _____
 K.W.A.C.S., Inc. 1651 Crofton Boulevard,
 T/A Brinkley Auto Parts #2 Suite 8 and 9
 Crofton, Maryland 21114

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

K.W.A.C.S., Inc. T/A
 Brinkley Auto Parts #2
 _____ (Seal)
 Paul G. Warner, President
 _____ (Seal)
 _____ (Seal)

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

RECORDING FEE 12.00
 CUSTAGE 50
 #21117 0777 001 708-487
 JAN 10 86

MARYLAND NATIONAL BANK

1230

1986 JAN 10 AM 9:43
 E. AUGIE COLLISON
 CLERK
 MP

SCHEDULE A

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

Order No. 32448

5705

Rotary Brozch

PH2000

Valve Guide and Seat Machine

K500HM

Valve Refacer

GB600

Glass Bead Cabinet

WCD250

Inspection Kit

WK211

Guide Knveling Kit

811

Valve Seat Grinder Set

CHR

Cylinder Head Tool Kit

MC

Pressure Test Stand

Nunay Valve Seat Cutter Set

Mail to ~~Maryland National Bank~~



MARYLAND NATIONAL BANK
We want you to grow.SM

259911

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) Ferndale Pharmacy, Inc. Address(es) 7077-79 Baltimore-Annapolis Blvd.
Glen Burnie, Maryland 21061

6. Secured Party Maryland National Bank Address 1713 West Street
Attention J. Young Annapolis, Maryland 21401

RECORD FEE 11.00
POSTAGE .50
#01118 0777 R01 T08:48
JAN 10 86

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

Ferndale Pharmacy, Inc.

Martin E. Deming, Pres. (Seal)

____ (Seal)

____ (Seal)

____ (Seal)

Secured Party
Maryland National Bank

Constance F. Kallay (Seal)
Constance F. Kallay
Assistant Vice President

Type name and title

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

207-95 REV 7/83

1100
1986 JAN 10 AM 9:43
E. AUBREY COLLISON
CLERK

Mail to Maryland National Bank



MARYLAND NATIONAL BANK
We want you to grow.

259913

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) H.L. Taylor Construction Company Inc. Address(es) 5809 Deale Churchton Road
P.O. Box 126
Churchton, MD 20733

RECORD FEE 11.00
POSTAGE .50
#21129 0117 001 108:52
JAN 10 86

6. Secured Party Maryland National Bank Address 1713 West Street
Annapolis, MD 21401
Attention Maureen Konschnik

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.

H.L. Taylor Construction Inc. (Seal)

Secured Party
Maryland National Bank

By [Signature] (Seal)
H.L. Taylor, Pres.

[Signature] (Seal)
Maureen S. Konschnik

____ (Seal)
____ (Seal)

Maureen T. Konschnik Commercial Banking
Type name and title 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

11.00
1.50

MP

RECEIVED RECORD
ANNE ARUNDEL COUNTY

1986 JAN 10 AM 9:43

E. AUDREY COLLISON
CLERK

SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a
Financing Statement dated December 18, 1985

M.A. 3M 576AG Copier Serial Number 310282

Mail to ~~Maryland National Bank~~

 <p>Maryland Department of Transportation MOTOR VEHICLE ADMINISTRATION 6601 RITCHIE HIGHWAY, N.E. GLEN BURNIE, MARYLAND 21062</p>	<p>SECURITY INTEREST TERMINATION STATEMENT</p>	<p>Under the provisions of the Maryland Vehicle Laws, one copy of this statement must be presented to the debtor and one copy to the Motor Vehicle Administration upon satisfaction of a lien.</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

ID # 211292 Box 374 PAGE 23 FEE 10.00
#21124 CTTT ROJ 708:516 JAN 10 86

NAME OF DEBTOR				
J & S Auto Parts Inc.		Samuel J. Pamnuty Pres.		
STREET ADDRESS OF DEBTOR	CITY OR TOWN	COUNTY	STATE	ZIP CODE
500 Mountain Rd.	Pasadena		Md	21122

DESCRIPTION OF VEHICLE HELD AS SECURITY			
YEAR	MAKE OF VEHICLE	VEHICLE IDENTIFICATION NUMBER	MARYLAND TITLE NUMBER
68	Catepillar	MJ3294	

NAME OF SECURED PARTY			
First National Bank fo Maryland			
STREET ADDRESS OF SECURED PARTY	CITY OR TOWN	COUNTY	STATE ZIP CODE
P.O. Box 1344	Baltimroe		Md 21203
DATE OF CREATION	DATE OF RELEASE	AMOUNT OF SECURITY INTEREST	
7/7/77	6/11/80	\$13500.00	

I, the undersigned authorized representative of the Secured Party, named herein, hereby state that the said Secured Party no longer claims a Security Interest in the collateral set forth above in this Statement.

By K. Crowe
SIGNATURE OF AUTHORIZED AGENT OF SECURED PARTY

K. Crowe #411 Senior Clerk
TYPED OR PRINTED NAME OF AUTHORIZED AGENT OF SECURED PARTY

6/11/80
DATE OF TERMINATION

IMPORTANT: Attach this document to original title for proof of lien satisfaction.

VR-218 (2-76)

No Title for this vehicle.

Mail to First National Bank of Maryland

1000
553

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. ~~DEBTOR~~ Lessee:

Name Kidde Consultants, Inc.
1020 Cromwell Bridge Road
Address Baltimore, MD 21204

RECORD FEE 13.00
#21125 DTTT 401 109:57
JAN 10 1986

2. ~~SENDER~~ *ADDITIONAL EQUIPMENT LOCATION:

LESSOR:
Name Kidde Credit Corporation
30 Washington Center
Address Hagerstown, MD 21740

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

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SCHEDULE 'A' FOR EQUIPMENT DESCRIPTION.

MP
1985 JUN 10 AM 9:43
E. AUDREY COLLISON

*ADDITIONAL EQUIPMENT LOCATION:

*508 East Market Street
Suite 202
Leesburg, VA 22075

*8306 Patuxent Range Rd.
Jessup, MD 20794

CHECK THE LINES WHICH APPLY

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

KIDDE CONSULTANTS, INC.

1350

William E. Franswick
(Signature of ~~Debtor~~ Lessee)

EXECUTIVE VICE PRESIDENT
KIDDE CREDIT CORPORATION

WILLIAM E. FRANSWICK
Type or Print Above Name on Above Line

William E. Franswick
(Signature of Debtor)

WILLIAM E. FRANSWICK
Type or Print Above Signature on Above Line

Gary S. Demarest
(Signature of ~~Debtor~~ Lessor)

GARY S. DEMAREST
Type or Print Above Signature on Above Line



This Schedule "A" is attached to a UCC-1 Financing Statement between Kidde Consultants, Inc., as Lessee and Kidde Credit Corporation, as Lessor.

1) All that certain computer equipment manufactured and/or sold by Intergraph Corporation and related items more fully described herein, together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated therein and/or affixed thereto, plus all cash and non-cash proceeds of all the foregoing (but Lessee shall have no right to sell or otherwise dispose of the aforesaid property).

2) All that certain computer equipment manufactured and/or sold by Codex Corporation and related items more fully described herein, together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated therein and/or affixed thereto, plus all cash and non-cash proceeds of all the foregoing (but Lessee shall have no right to sell or otherwise dispose of the aforesaid property).

ALL OF THE ABOVE EQUIPMENT MORE FULLY DESCRIBED BELOW

"This financing statement is filed solely for notice purposes and the filing thereof shall not be deemed evidence of any intention to create a security interest under the Uniform Commercial Code."

Intergraph Corporation

VAX 785 CPU Based Intergraph CAD System including:

<u>Quantity</u>	<u>Equipment Description</u>
1	DPS073 (CPU, Tape, 160Mb Disk, VMS, IGDS, DMRS)
1	LPR015 (Hard Copy Terminal LA120)
5	DSP055 (Interact Color Terminals)
2	TIS031 (Interact Floating Menu)
1	DSK056 (300Mb Disk Drive)
1	PLT046 (SLPL631) (V-80 Hard Copy Unit)
3	PLT047 (Additional Port to Raster for V-80)
1	Benson 400dpi Electro Static Plotter
1	PLT133 (SLPL663) (HP7586 Plotter)
1	INF159 (Unibus Interface)
1	Vax Fortran 77
1	Line Printer - Parallel
	Operational Software
1	PL632 Calcomp 965A Driver
1	INF181 (Remote Site Communications)
1	INF101 (Host Site Communications)
1	100 Ft. of RG11-U Coaxial Cable

Codex Corporation

1
1

23808 Codex Upgrade DNCS Equipment to
Triple Floppy
32681 2680 Codex 19.2 BPS Modem 2 Channel Mux

LESSEE: KIDDE CONSULTANTS, INC.

LESSOR: KIDDE CREDIT CORPORATION

By: William E. Fronswoile
Lessee title
Executive Vice President

By: Amy J. Demarest
Lessor title

Mail to Kidde Credit Corporation

259917

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

1. Debtor(s) (Last Name First) and address(es) Custom Htg. & Air Cond. Inc. 1232 Old Dorsey Road Harmans, MD. 21077	2. Secured Party(ies) and address(es) CARRIER DISTRIBUTION CREDIT CORPORATION XXXXXXXXXX Carrier Tower, P.O. Box 4800 Syracuse, New York 13221	For Filing Officer (Date, Time, Number, and Filing Office)
-------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------

RECORD FEE 11.00
#21130 0777 001 TOPLOC
JAN 10 86

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

All inventory now or hereafter owned or acquired by Debtor which is manufactured or sold by Carrier Corporation or its subsidiaries, of the following types: air conditioning, refrigeration, heating, air moving, ventilating, humidifying, dehumidifying, and cooking appliances, units, apparatus, machinery and systems; transportation refrigeration and air conditioning units and apparatus; motor vehicles, apparatus, machinery, units, and systems for waste and refuse handling, transfer, transportation, collection, compaction, storage, loading and disposal; and all parts and accessories for or used in connection with any of the above described types of goods and all replacements, substitutions, returned or repossessed goods and all proceeds of the foregoing in any form.

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:

*Custom Heating + Air Conditioning, Inc.
1232 Old Dorsey Rd.
Harmans, Maryland 21077*

By: *Charles S Jones Pres.* Signature(s) of Debtor(s)

By: *Robert J. Picciotti* Signature(s) of Secured Party(ies)
ROBERT J. PICCIOTTI, PRES.

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

Mail to *Carrier Distribution Credit Corporation*

RECEIVED
JAN 10 1986
1986 JAN 10 AM 9:43
E. JAMES 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 CONSUMER FOOD SERVICE OF MARYLAND, INC.

Address 152 TICES LANE, EAST BRUNSWICK, NEW JERSEY 08816

2. SECURED PARTY

Name TRICONTINENTAL LEASING CORPORATION

Address 95 N. ROUTE 17 SOUTH, PARAMUS, NEW JERSEY 07652

RECORD FEE 11.00
POSTAGE .50

RECEIVED CITY OF ANNE ARUNDEL
JAN 10 1986

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

3. Maturity date of obligation (if any) _____

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

10-136-26558 TO MASTER #10-136-25696
SEE ATTACHED SCHEDULE "A"

TO BE FILED WITH THE COUNTY OF ANNE ARUNDEL, MARYLAND

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)

[Signature]
(Signature of Debtor)

CONSUMER FOOD SERVICE OF MARYLAND, 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)

TRICONTINENTAL LEASING CORPORATION
Type or Print Above Signature on Above Line

11.00
50



TriContinental

Leasing Corporation
A Bell Atlantic Company

P.O. Box 907
Paramus, New Jersey 07653

LIBER - 493 PAGE 474

Schedule "A" to Agreement between TRICONTINENTAL LEASING CORPORATION,

and CONSUMER FOOD SERVICE OF MARYLAND, INC.

Dated _____

10-136-26558 TO MASTER #10-136-25696

LOCATION: 1600 ANNAPOLIS ROAD, ODENTON, MD 21113

SUPPLIER: SEATING PRODUCTS INDUSTRIES, 8700 METTLER STREET, LOS ANGELES, CALIFORNIA 90003

EQUIPMENT: BOOTHS/SETTEES

SP-604 UB WITH UPHOLSTERED BACK AND FLOOR CLIPPED, FREESTANDING UNITS WITH CANTILEVER TABLE SUPPORTS AND BOLT-DOWN BASES

- (3) 42" SINGLE BOOTHS
- (4) 42" DOUBLE BOOTHS
- (1) FINISHED OUTSIDE BACK
- (1) 54" SINGLE BOOTH
- (6) FREESTANDING UNITS

BOOTH/SETTEES

- 504 OAK PARK BENCH
- (2) 24" SINGLE BOOTHS
- (2) 24" DOUBLE BOOTHS

ADDITIONAL SEATING

- (50) SP #5 CHAIRS

TABLE TOPS

- SP OAK BULLNOSE EDGE WITH LAMINATED PLASTIC TOP
- (13) 20" X 24"
- (3) 24" X 24"
- (4) 24" X 42"
- (1) 24" X 54"

TABLE SUPPORTS

- (16) HOBNAIL 17" DIAMETER BASE
- (6) HOBNAIL 22" DIAMETER BASE

TRASH UNITS

- 700 SERIES WITH LAMINATED PLASTIC COVERED OAK TRIM
- (1) SINGLE TRASH
- (1) DOUBLE TRASH

DECOR

- (5) PENDANT LIGHTS
- (4) FLY FANS
- (1) LOT 3'0" X 17' X 17' X 3'0" FRAMING MATERIAL
- (1) LOT WALL COVERING
- (1) LOT WINDOW VALANCE, FABRIC
- (3) DOOR I.D. PLAQUES
- (1) LOT ARTIFACTS
- (10) FRAMED PICTURES
- (5) WALL PLANTERS WITH BRASS POTS
- (4) FRAMED MIRRORS
- (1) FLOOR PLANTER WITH GALVANIZED LINER 3'0" x 4'0" x 4'0" x 3'6"
- (1) DIVIDER SCREENS ON BOTH BACKS

FIXTURES

- (1) 7000 SERIES SALAD BAR
- (1) MULTI-CONVENTIONAL 7000 FRONT COUNTER TOP
- (1) TRAFFIC GUIDE SYSTEM

Mail to TriContinental Leasing Corporation

PAGE ONE OF ONE

259950

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.

RECORDED
POSTAGE
#21135 CTTI R01 707:06
11:00
50
JAN 19 86

1. DEBTOR

Name CONSUMER FOOD SERVICE OF MARYLAND, INC.

Address 152 TICES LANE, EAST BRUNSWICK, NEW JERSEY 08816

2. SECURED PARTY

Name TRICONTINENTAL LEASING CORPORATION

Address 95 N. ROUTE 17 SOUTH, PARAMUS, NEW JERSEY 07652

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

3. Maturity date of obligation (if any) _____

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

10-136-26559 TO MASTER #10-136-25696
SEE ATTACHED SCHEDULE "A"

TO BE FILED WITH THE COUNTY OF ANNE ARUNDEL, MARYLAND

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

CONSUMER FOOD SERVICE OF MARYLAND, 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)

TRICONTINENTAL LEASING CORPORATION
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

MP
1986 JAN 10 AM 9:44
NORTHERN
LIBRARY

1100
25/11

TriContinental

Leasing Corporation
A Bell Atlantic Company

P.O. Box 907
Paramus, New Jersey 07653

LIBER - 493 PAGE 476

Schedule "A" to Agreement between TRICONTINENTAL LEASING CORPORATION,

and CONSUMER FOOD SERVICE OF MARYLAND, INC.

Dated _____

10-136- 26559 TO MASTER #10-136-25696

LOCATION: 1952 WEST STREET, ANNAPOLIS, MARYLAND 21401

SUPPLIER: SEATING PRODUCTS INDUSTRIES, 8700 METTLER STREET, LOS ANGELES, CALIFORNIA 90003

EQUIPMENT: BOOTHS/SETTEES
SP-604 UB WITH UPHOLSTERED BACK AND FLOOR CLIPPED, FREESTANDING UNITS WITH CANTILEVER TABLE SUPPORTS AND BOLT-DOWN BASES

- (3) 42" SINGLE BOOTHS
- (4) 42" DOUBLE BOOTHS
- (1) FINISHED OUTSIDE BACK
- (1) 54" SINGLE BOOTH
- (6) FREESTANDING UNITS

BOOTH/SETTEES

- 504 OAK PARK BENCH
- (2) 24" SINGLE BOOTHS
- (2) 24" DOUBLE BOOTHS

ADDITIONAL SEATING

- (50) SP #5 CHAIRS

TABLE TOPS

- SP OAK BULLNOSE EDGE WITH LAMINATED PLASTIC TOP
- (13) 20" X 24"
- (3) 24" X 24"
- (4) 24" X 42"
- (1) 24" X 54"

TABLE SUPPORTS

- (16) HOBNAIL 17" DIAMETER BASE
- (6) HOBNAIL 22" DIAMETER BASE

TRASH UNITS

- 700 SERIES WITH LAMINATED PLASTIC COVERED OAK TRIM
- (1) SINGLE TRASH
- (1) DOUBLE TRASH

DECOR

- (5) PENDANT LIGHTS
- (4) FLY FANS
- (1) LOT 3'0" X 17' X 17' X 3'0" FRAMING MATERIAL
- (1) LOT WALL COVERING
- (1) LOT WINDOW VALANCE, FABRIC
- (3) DOOR I.D. PLAQUES
- (1) LOT ARTIFACTS
- (10) FRAMED PICTURES
- (5) WALL PLANTERS WITH BRASS POTS
- (4) FRAMED MIRRORS
- (1) FLOOR PLANTER WITH GALVANIZED LINER 3'0" X 4'0" X 4'0" X 3'6"
- (1) DIVIDER SCREENS ON BOTH BACKS

FIXTURES

- (1) 7000 SERIES SALAD BAR
- (1) MULTI-CONVENTIONAL 7000 FRONT COUNTER TOP
- (1) TRAFFIC GUIDE SYSTEM

Mail to TriContinental Leasing Corporation

PAGE ONE OF ONE

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

RECORD FEE 17.00
 POSTAGE 1.50
 #3138 6777-801 705117
 JAN 10 86

NAME	Street	CITY	State
1. Debtor(s)			
George W. Phelps	109 Norman Avenue	Glen Burnie,	Maryland 21061

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

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

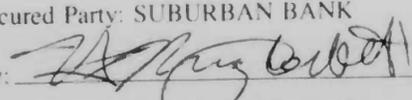
Check one or more boxes as applicable:

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

Title Owner of Real Estate: _____

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

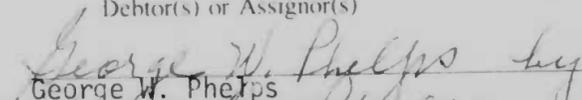
Secured Party: SUBURBAN BANK

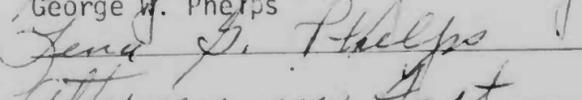
By: 

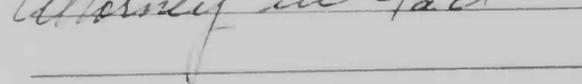
Type Name H. King Corbett

Title Vice President

Debtor(s) or Assignor(s)


George W. Phelps


Linda J. Phelps


Attorney in Fact

Type or Print Name and Title of Each Signature

17750

RECEIVED & RECORDED
ANNE ARUNDEL COUNTY

1986 JAN 10 AM 9:44

E. ANDREY COLLISON
CLERK

LIBER - 493 PAGE 478

VINTAGE ENTERPRISES INC.
SCHEDULE A

All of debtor's right, title, and interest
in Anne Arundel County Liquor License
No. 1131.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, GEORGE W. PHELPS, hereby nominate, constitute and appoint LEDA PHELPS, my wife, and N. THOMAS PHELPS, my son, or either of them, as my true and lawful attorneys for me, to act individually or jointly on my behalf and in my name to execute such documents, including but not limited to a Mortgage or Deed of Trust in favor of Suburban Bank or its trustees on the real estate and improvements thereon, situate in the State of Maryland, known as 109 Norman Avenue in Anne Arundel County, on such terms as my said attorney shall think best in order to secure a Loan from Suburban Bank to Vintage Enterprises, Inc., a Maryland corporation; and generally to act in the premises as effectually as I could do if personally present, hereby ratifying and confirming all that my said attorney shall lawfully do by virtue hereof.

The power and authority granted to said attorney by this instrument shall not be affected by my disability. This Power of Attorney and the rights conferred hereby shall be deemed to be coupled with an interest and irrevocable.

This instrument has been executed by me; all questions relating to its interpretation or validity shall be governed by laws of the State of Maryland.

IN WITNESS WHEREOF, we have hereunto set my hand and seal this 13th day of November, 1985.

WITNESS:

Linda L. Lewis *George W. Phelps* (SEAL)
GEORGE W. PHELPS

STATE OF MARYLAND)
) TO WIT:
CITY/COUNTY OF)

I HEREBY CERTIFY that on this 13th day of November,
1985, before me, the subscriber, a Notary Public in and for the
State and County aforesaid, personally appeared GEORGE W.
PHELPS and acknowledged the foregoing instrument to be his free
act and deed.

WITNESS my hand and Notarial Seal.

Luiza Yaswani
NOTARY PUBLIC

My Commission Expires:

July 1, 1986

3032g

Mail to *Suburban Bank*

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259952

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

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

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

This financing statement Dated 12-23-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Koch Associates
Address 4513 Mountain Rd Pasadena, Md 21122

2. SECURED PARTY

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

Secured Party
Baldwin Service Ctr
41 Defense Hwt
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 Model L2550DT-3 S/N 50272
- 1- New Kubota Loader Model Bf400 S/N 11472

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)

Ross Koch
(Signature of Debtor)

Ross Koch (Koch Associates)
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John H. Fink
Baldwin Service Center, Inc.

(Signature of Secured Party)

John H. Fink

Type or Print Above Signature on Above Line

Mail to Kubota Credit Corporation
USA

RECORD FEE 12.00
POSTAGE 50
RECORDED CITY 801 709:15
JAN 10 86

MP
1986 JAN 10 AM 9:44
E-ADAPLY COLLISION

1200
50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259953

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

If transaction or transactions wholly or partially subject to 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 Thomas S. Howe

Address 5904 Hefrech Road Baltimore, MD 21125

2. SECURED PARTY

Name Custom Htg & A/C Inc.

Address 1232 Old Dorsex Road Harmans, MD 21077

Lennox Dealers Financial Plan, P.O. Box 547, Carroll, Iowa 51401

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

3. Maturity date of obligation (if any) _____

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

012Q3105 Oil Furnace

CHECK THE LINES WHICH APPLY

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

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

North 03 03' 10" West 79.29. North 83 46' 10" East 57.92. South 06 13' 50" East 79.19 feet. South 83 46' 10" West 62.30. Also known as "Skeens Property Lot #2" Parcel 322, Block 6, of tax map 4, title reference 3546-736/3503-211

Record Owners: Thomas Scott Howe and Cathy Jeanne Shepard

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

Thomas S. Howe
(Signature of Debtor)

Thomas S. Howe
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas B. Kruse
(Signature of Secured Party)

Custom Htg.
Type or Print Above Signature on Above Line

Mail to Custom Htg & A/C Inc.

RECORD FEE 11.00
POSTAGE 50
EST. 0777 801 70719
JAN 10 86

MP
1986 JUN 10 AM 9:44
E. AUGUST COLLISON
CLERK

1100
50

259951

11.50

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* strike in applicable words		
Debtor(s) Name(s) and Address(es) Gallagher, J. William D.D.S., P.A. 1406 Craine Highway Glen Burnie, Anne Arundel, MD 21061	Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093	
Assignee of Secured Party C.I.T. Corporation	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax on the principal amount of \$41,000.00	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. All furniture, Fixtures, furnishings, dental equipment and supplies of every kind and nature now owned or hereafter acquired. We declare under penalty of perjury that Recordation Tax has been paid to the Clerk of the Circuit Court, Anne Arundel County, by C.I.T. Corporation M. K. Schmidt, Assistant Vice President		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>J. William Gallagher D.D.S. P.A.</u> Secured Party <u>C.I.T. Corporation</u>	By <u>M. K. Schmidt</u> If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which. J William Gallagher MIC Schmidt Type or print name(s) of person(s) signing Type or print name of person signing	

RECORD FEE
POSTAGE
#21144 CT77

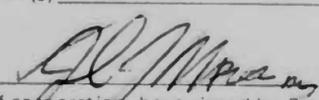
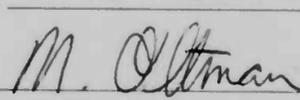
11.00
.50
R01 T09:20
JAN 10 86

11.00
50

Mail to CIT Corporation

1986 JAN 10 AM 9:44

CLERK

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) Filed Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Mosca, John J., DMD Lake Shore Plaza, 4145 Mountain Rd. Basadena, Anne Arundel, MD 21122	Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093	
XXXXXXXXXXXXXXXXXXXX Assignee of Secured Party XXXXXXXXXXXXXXXXXXXX C.I.T. Corporation	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) New GE Panelipse II X-Ray, S/N 432349 One (1) New A/T 2000 Processor, S/N 5018 One (1) New A/T Daylight Loader		
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) John J. Mosca, DMD	Secured Party C.I.T. Corporation	
By  Title Owner	By 	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> John J. Mosca DMD	M. Altman	
Type or print name(s) of person(s) signing	Type or print name of person signing	

RECORD FEE 11.00
 POSTAGE .50
 #21147 0777 R01 TOP:22
 JAN 10 86

1986 JAN 10 AM 5:45
 475 N. W. 10th St.
 MIAMI, FL 33136

11.00
 .50

Mail to C.I.T. Corporation

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Smith, William James E. T/A Smith Excavating Co. 4108 Old Muddy Creek Road Edgewater, Anne Arundel, MD 21037	Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093	
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) 1974 Brockway 761 Dump Truck, S/N 81531 One (1) Used 14' Steel Body, S/N 888 C3258 The indebtedness secured hereby is debtor's obligation to perform all of the covenants, conditions, and represents to be performed by the debtor under a certain guaranty between debtor and secured party dated the date hereof.		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>William James E. Smith T/A Smith Excavating Co.</u>	Secured Party <u>C.I.T. Corporation</u>	
By <u>William James E. Smith</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>William J E Smith</u> <small>Type or print name(s) of person(s) signing</small>	By <u>Joseph C Sickle</u> <u>Joseph C Sickle</u> <small>Type or print name of person signing</small>	

RECORD FEE 12.00
 POSTAGE .50
 421148 CTT R01 T09:23

JAN 10 86

1200
 50

1986 JAN 10 AM 9:45

RECORDED
 INDEXED
 COLLISION
 CLEAR

Mail to C. I. T. Corporation

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) J. E. Smith Excavating, Inc. 4108 Old Muddy Creek Road Edgewater, Anne Arundel, MD 21037	Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093	RECORD FEE 12.00 POSTAGE .50 #21149 677 ROJ 109:23 JAN 10 86
Assignee of Secured Party C.I.T. Corporation	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) 1986 Diamond Reo C11664DB Dump Truck, S/N 1D9AC4185G1009706 One (1) New 14' R & S Steel Body Model B352140696540, S/N 65111406 One (1) 1974 Proctor 761 Dump Truck, S/N One (1) used 14' Steel Body, S/N		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>J. E. Smith Excavating, Inc.</u>	Secured Party <u>C.I.T. Corporation</u>	
By <u>James E. Smith</u> Title <u>Pres.</u> <small>(If Corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.)</small>	By <u>Joseph C. Sacklo</u>	
<u>James E. Smith</u> <small>Type or print name(s) of person(s) signing</small>	<u>Joseph C. Sacklo</u> <small>Type or print name of person signing</small>	

Mail to C.I.T. Corporation

259953

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

ANNE ARUNDEL COUNTY

STATE CORPORATION COMMISSION (Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

RECORD FEE 11.00
POSTAGE .50
#21151 DT77 R01 TOP:25
JAN 10 86

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

VENTURA Co., Inc.
1761 SEVERN CHAPEL ROAD
CROWNSVILLE, MD 21032

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

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

Name & address of Secured Party

FURNIVAL MACHINERY COMPANY
7135 STANDARD DRIVE
HANOVER, MD 21076

Name & address of Assignee

ASSOCIATES COMMERCIAL CORPORATION
P.O. Box K224
RICHMOND, VA 23288

Date of maturity if less than five years

Check if proceeds of collateral are covered ()

Description of collateral covered by original financing statement
ONE (1) KOMATSU MODEL D31A-17 DOZER SN/ 32925
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPAIRS, REPLACEMENT PARTS AND THE PROCEEDS THEREOF.

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:

W.V. Carroll President
VENTURA Co., Inc. 12/26/85
Signature of Debtor if applicable (Date)

FURNIVAL MACHINERY COMPANY
Signature of Secured Party if applicable (Date)

J P Wheat SEC'y TREAS

Mail to Associates Commercial Corporation

1986 JAN 10 AM 9:45
MPP
JULIUS
CLEAR

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259959

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

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

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

This financing statement Dated December 26, 1985 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B.S. Limited, T/A Glenwood Communications, Inc.

Address 844 Ritchie Hwy., Severna Park, MD 21146

RECORD FEE 12.00
POSTAGE 50
431152 0777 R01 109125
JAN 10 86

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation

Address 10400 Connecticut Ave., P.O. Box 285

Kensington, MD 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

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)

Harold C Barrett Pres
(Signature of Debtor)

Harold C. Barrett, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

John S. Joseph, C & C Mgr. 12/26/85
Type or Print Above Signature on Above Line

MP
1986 JAN 10 AM 9:45
E ALBURY COLLISON
CLERK

Mail to Borg-Warner Acceptance Corporation

1200
50

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
Annapolis, Maryland 21401

LIBER - 493 PAGE 489

259960

FINANCING STATEMENT

1. **Name of Debtor(s):** LAW Enterprises, Inc.
Address: 1050 Cape St. Claire Road
Annapolis, MD 21401

Not
Subject to
recording tax
of \$ N/A

2. **Name of Secured Party:** Annapolis Federal Savings and Loan Association
Consumer/Commercial Lending Department
Address: P.O. Box 751
Annapolis, MD 21404

RECORD FEE 11.00
POSTAGE .50
#21153 077 R01 709:26
JAN 10 86

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

Soft Ice Cream Machine Model 754, 208/1 Air Cooled
Serial Number H5023934

Debtor(s):

Secured Party:

LAW Enterprises, Inc.

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

by: *Leroy Wade, Sr.*
Leroy Wade, Sr., President

By *John M. Crook*
(Authorized Signature)

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

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

Mail to Annapolis Federal Savings
and Loan Association

11/50

MP

1986 JAN 10 AM 9:45

E. AUGUST COLLISON
CLERK

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 258228 recorded in Liber 489, Folio 131 on August 30, 1985 (date)

1. DEBTOR(S):
 Name(s): Vincenti's Inc., T/A Giuseppi's Pizza
 Address(es): 178 Annapolis Mall, 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
1832 George Ave.
Annapolis, Maryland 21401
Att: C. Partridge

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 referred above.
 1. To add another address for debtor: 1900 Fairfax Rd.#6, Annapolis, Md. 21401
 2. To increase amount of debt to \$68,000.00. Recordation tax is collected on \$10,000.00

RECORDED FILE
 RETURN 184
 POSTAGE
 #21153 0777 R01 109:30
 JAN 10 1986

D.E. CLEGG
 JAN 10 1986

DEBTOR:
Vincenti's Inc., T/A Giuseppi's Pizza
 By: Perry Campanaris, President

SECURED PARTY:
First Federal Savings and Loan Association of Annapolis
 By: Margaret A. Bracone, Manager, Commercial Loan Dept.
 (Type Name and Title)

10
 1050

2-2645 (3/85)

Mail to First Federal Savings and Loan Association of Annapolis

LIBER - 493 PAGE 491

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No. ....	.....
Date & Hour .....	.....

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

File Number of original Financing Statement _____
Date of Filing March 16, 1981 Record Reference Liber 435 Folio 278
Maturity date (if any) _____

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
HAUBNER, Anthony		523 Kenora Dr.	Millersville, MD	21108

Name of Secured Party or assignee	No.	Street	City	State
Anchor Mortgage Service, Inc. Formerly Suburban Coastal Corp.				

CHECK APPLICABLE STATEMENT

- CONTINUATION
The original Financing Statement identified above by file number is still effective.
- TERMINATION
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RECORD FEE 10.00
#21172 0345 701 710 03
JAN 10 1986

RETURN TO: CENTRAL MARYLAND TITLE CO. 1005 W. WASHINGTON ST. BALTIMORE, MD 21201

Debtor(s) or assignor(s) _____
Anchor Mortgage Services, Inc.,
formerly Suburban Coastal Corp. (Seal)
(Corporate, Trade or Firm Name)

Signature of Secured Party or Assignee
Steven E. Litten
Asst. Vice President

(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

Mail to Anchor Mortgage Service, Inc.

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Sweetwater Enterprises, Inc.
Address: 4828 S. Polling House Road
Harwood, MD 20776

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

4. This Financing Statement covers the following types (or items) of property: 1985 Komatsu Model
Wa 100 Wheel Loader. Engine 6D95L 73 Hp. @ 2400 RPM; 1.6 Yd3 G.P.
Bkt. w/ Teeth; 16.9 x 24 Tires. Enc. Cab w/ heater, defroster, windshield
washer wiper & lights. All other standard equipment on Vanguard Series Loader.
5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block
reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse
side of this form.)
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00
POSTAGE .50
#21267 0237 R01 T13:27
JAN 10 1986

Debtor(s):

Sweetwater Enterprises, Inc.

Joann Sims, President

William Sims, Vice President

Secured Party:

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

By: John M. Suit, II, Executive V.P.
(Authorized Signature)
(Type Name and Title)

1986 JAN 10 PM 1:25
E. AUGUST LORLISON
CLERK

(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 _____

11.00
5



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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 59732

- 1. DEBTOR(S) (OR ASSIGNOR) and Address(es)
ROUTE 50 MOTEL LIMITED PARTNERSHIP
1709 Charles Center South
Baltimore, Maryland 21201
- 2. A. SECURED PARTY (OR ASSIGNEE) and Address
GIBRALTAR BUILDING AND LOAN ASSOCIATION
107 Ridgely Avenue
Annapolis, Maryland 21401
- B. ASSIGNEE OF SECURED PARTY
BRUCE G. PHILLIPSON and
GARY A. GOLDSTEIN

3. 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 and recorded among the Financing Records of Anne Arundel County in Liber 474 folio 11, in the following property:

Lot No. 2, Whitehall Shopping Center
Annapolis, Maryland 21401

ASSIGNEE: BRUCE G. PHILLIPSON and GARY A. GOLDSTEIN

4. Return to:

GIBRALTAR BUILDING AND LOAN
ASSOCIATION, INC.

RECORD FEE 10.00
POSTAGE .50
#11553 C237 R02 T15:21
JAN 10 86

By Lawrence B. Goldstein (SEAL)
Lawrence B. Goldstein, President

Return to: ✓
L.B. Goldstein
P.O. Box 291
Annapolis 21404

Mail to _____

10.00
-50

MP
1986 JAN 10 11 31 AM '86
E-MAIL

259963

LIBER - 493 PAGE 494

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

Address

Wayne A. Wiggins, Sr.

615 Powhatan Beach Rd.
Pasadena, MD 21122

SECURED PARTY

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

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
All computer equipment now owned or hereafter acquired and all proceeds (cash & non-cash) of such computer equipment specifically including but not limited to a Tandy 3000 HD Serial # 101421 and all attachments thereof.

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
 RECORD TAX 28.00
 POSTAGE .50
 #21313 0345 R01 T15:38
 JAN 10 86

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)

Wayne A. Wiggins Sr.
Wayne A. Wiggins, Sr.

FARMERS NATIONAL
BANK OF MARYLAND

BY *Laura Cokes*

Type or print names under signatures

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

Mail to _____

*11.00
28.00
50*

1986 JUN 10 PM 3:36
MURPHY COLLISON
M.D.

STATE OF MARYLAND

LIBER - 493 PAGE 495

FINANCING STATEMENT FORM UCC-1

Identifying File No. 250001

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$
Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, §277 (a) and §277 (b) (a) (the §277 (a) is added to previous language)
This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.
If this statement is to be recorded in land records check here. □

1. DEBTOR LESSEE:

Name New England Ventures of Maryland dba Armchair Sailor Bookstore
Address 4A2 President Pt Dr. Annapolis, MD 21403

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION
Address The Beaumont Building, P.O. Box 71, South Station
Framingham, Massachusetts 01701

Mail to

Person And Address To Whom Statement Is To Be Returned 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 COPY Desk Pro 286 s/n 4524062B0844 2 Surge Filter Protector
1 Green Monitor s/n 9544233 1 B/W Paper
2 64K RAM Sets 1 IBM Parallel Cable
1 Okidata 193 Parallel Printer s/n 510A0099653 1 BC 1000 Data Cartridge
1 Hayes Smart Modem 1200 s/n 85431514 1 12Ft. Cable PC Slave Card s/Software
1 DOS 3.0
1 Kintoon KT7 Terminal s/n 85091172 Attached hereto see copy of lease. L# 35972

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

CHECK THE LINES WHICH APPLY

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

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

sheena Pappalardo Duly authorized

For authorization hereof see copy of lease. #111.

(Signature of Debtor) LESSEE:

New England Ventures of Maryland dba Armchair Sailor Bookstore

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

(Signature of Secured Party) LESSOR:

EATON FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

mp
1986 JAN 13 PM 11:19
E-AUDREY COLLISON
CLERK

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 493 PAGE 496
Identifying File No. 259905

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

If transaction or transactions wholly 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 pursuant to Maryland Annotated Code Article 81, §277 (a) and §277 (g) (a) (the "§277 (a)" is added to previous language)
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR LESSEE:

Name New England Ventures of Maryland dba Armchair Sailor Bookstore
Address 4A2 President Pt Dr. Annapolis, MD 21403

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION
Address The Beaumont Building, P.O. Box 71, South Station
Framingham, Massachusetts 01701

RECORD FEE 14.00
POSTAGE .50
311528 0040 R02 110:58
JAN 13 86

Person And Address To Whom Statement Is To Be Returned 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 COPAQ Desk Pro 286 s/n 4524062B0844
- 1 Green Monitor s/n 9544233
- 2 64K RAM Sets
- 1 Okidata 193 Parallel Printer s/n 510A0099653
- 1 Hayes Smart Modem 1200 s/n 85431514
- 1 DOS 3.0
- 2 Surge Filter Protector
- 1 Box Paper
- 1 IBM Parallel Cable
- 1 BC 1000 Data Cartridge
- 1 12Ft. Cable PC Slave Card s/Software

1 Kintron KT7 Terminal s/n 85091172 Attached hereto see copy of lease. L# 35972
This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Greene Pappalardo Duly authorized

For authorization hereof see copy of lease.

(Signature of Debtor) LESSEE:

New England Ventures of Maryland dba Armchair Sailor Bookstore

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jerry Law

(Signature of Secured Party) LESSOR:

EATON FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

MP

1986 JAN 13 AM 11:19

14⁰⁰ 5

NATIONAL MARKETING NETWORK, INC.
 8 Haven Avenue, Suite 209, Port Washington, NY 11050
 516-883-1790 Leasing Hot Line: 800-238-4009

LIBER - 493 PAGE 497

#02-9968

CUSTOMER NUMBER

NAME AND ADDRESS OF LESSEE (Complete Legal Name)
 New England ~~Centers~~ ^{Ventures} of Maryland D/B/A
 Armchair Sailor Bookstore
 4A2 President Pt Dr.
 Annapolis, MD. 21403

PERSON TO CONTACT: David Slingloff
 TELEPHONE NO: (301) 268-1740

SUPPLIER OF EQUIPMENT (Complete Address)
 ComputerLand
 Parole ~~Close~~ Station West St.
 Rt. 2
 Annapolis, MD. 21401

SALESPERSON: Jennifer Whitted
 TELEPHONE NO: (301) 266-6277

DESCRIPTION OF EQUIPMENT LEASED / (Include make, year model, identification and model numbers or marks)

1 COMPAQ DESK PRO 286	2 SURGE FILTER PROTECTOR
2 64K RAM SETS	1 BOX OF PAPER
1 COMPAQ MONITOR GREEN DESK PRO	1 KINTRON KT7 TERMINAL
1 OKIDATA 193 PARALLEL PRINTER	1 12FT. CABLE PC SLAVE CARD WITH SOFTWARE
1 IBM PARALLEL CABLE	
1 HAYES SMART MODEM 1200	
1 COMPAQ DOS BASIC VERSION 3.00	
1 BC 1000 DATA CARTRIDGE	

EQUIPMENT TO BE DELIVERED AND LOCATED AT
 SAME AS ABOVE

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")

1. SCHEDULE OF LEASE PAYMENTS DURING INITIAL TERM OF LEASE.

TERM OF LEASE NUMBER OF MONTHS	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL INITIAL PAYMENT	INITIAL PAYMENT REPRESENTING PAYMENT FOR FIRST AND LAST
		PAYMENT	TAX	OTHER		
24	24	442.22 454.53	24.69 22.73	XXXX	998.02 954.52	ONE <input checked="" type="checkbox"/> TWO <input type="checkbox"/> THREE <input type="checkbox"/> FOUR <input type="checkbox"/> (OTHER) ___ MOS (OTHER) ___ MOS

ADDITIONAL PROVISIONS: THIS LEASE HAS BEEN ASSIGNED TO EITHER EATON FINANCIAL CORPORATION OR ITS SUBSIDIARY, THE LEASE FACTOR, INC.

2. LEASE. The above-named company as Lessor (hereinafter called "LESSOR") hereby leases to the LESSEE the above Equipment (hereinafter called "Equipment") for the number of months and the lease payments as set forth above and on the terms and conditions stated herein AND ON THE REVERSE SIDE HEREOF. LESSEE agrees that, if there is any inconsistency between the Terms and Conditions of this Lease and of any of the LESSEE'S written purchase orders, the terms of this Lease will govern. The Lease Payments shall commence when the LESSEE has received Equipment which is equal to fifty percent of the value at cost to LESSOR of all the Equipment to be leased hereunder, and shall continue thereafter to be paid on the same day of each succeeding month in the amount specified and for the total number of payments as provided in the Schedule of Lease Payments as set forth above. All Lease Payments by LESSEE shall be payable at the office of LESSOR or at such other place as LESSOR may from time to time appoint. LESSEE hereby authorizes LESSOR the use of the initial Lease Payments made by LESSEE under this Lease, provided that LESSOR accounts to LESSEE for said payments at the termination of the Lease.

3. WARRANTIES. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. LESSEE has made the selection of the above Equipment from the Manufacturer or Vendor (hereinafter collectively called "SUPPLIER") based on its own judgment and expressly disclaims any reliance upon any statements or representations made by the SUPPLIER. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR OPERATION THEREOF. In no event shall LESSOR be liable for any indirect, special or consequential damages; and without limiting the generality thereof including for any loss, cost or damage to LESSEE or others arising from defects, negligence, delays, failure of delivery, or non-performance of the Equipment. Any warranty by the SUPPLIER, which is assignable, is herewith assigned to LESSEE by LESSOR without recourse. Such warranty will not release LESSEE from its obligations to LESSOR to make Lease Payments and to keep, maintain, and surrender the Equipment in good condition.

4. DELIVERY AND ACCEPTANCE. The Equipment shall be shipped directly to the LESSEE by the SUPPLIER. LESSEE agrees to accept such delivery of the Equipment and upon installation thereof to execute and deliver to LESSOR the Delivery and Acceptance Receipt submitted by LESSOR. LESSEE further agrees that the validity of this Lease shall not be affected by any delay in the shipment of the Equipment by the SUPPLIER. In the event that LESSEE has not executed and delivered to LESSOR, the submitted Delivery and Acceptance Receipt upon installation of the Equipment, then it shall be conclusively presumed, as between LESSOR and LESSEE, that the Equipment is acknowledged to be in good working order and condition and that LESSEE has accepted and is satisfied that the Equipment constitutes the Equipment specified in this Lease.

By execution hereof, the signer hereby certifies that he has read this Lease consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Lease on behalf of the LESSEE, and hereby acknowledges receipt of a copy of this Lease. 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 REPRESENTATIONS AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE LEASE PAYMENTS SET FORTH IN THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

NATIONAL MARKETING NETWORK, INC. LESSOR
 by John J. Serrano Authorized Signature and Title
 Date 12/28/87

NEW ENGLAND ~~CENTERS~~ ^{Ventures} OF MARYLAND D/B/A LESSEE
 ARMCHAIR SAILOR BOOKSTORE
 by David Slingloff President Authorized Signature and Title
 Date 12/28/87

ORIGINAL LEASE AFFIX SEAL

5. **USE.** RENTER shall use Equipment solely in the conduct of its business, and in a careful and proper manner, and will not assign this Agreement or its interest hereunder. Additionally, the RENTER, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. RENTER shall not make any alterations to Equipment without the prior written consent of EATON. All Equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of EATON and shall be deemed incorporated in Equipment and subject to the terms of this Agreement as if originally rented hereunder. RENTER covenants that it will make lawful use of the Equipment.

6. **LOCATION.** Equipment shall be located at the address to which Equipment is to be shipped and shall not be removed from such location without the prior written consent of EATON.

7. **TIME.** Time being of essence to this Agreement, in the event that any Rent Payment(s) required to be made hereunder are not received by EATON within five days from their due date, RENTER agrees to pay in addition thereto a delinquency charge equal to five (5%) percent of the amount of said payment(s).

8. **LOSS AND DAMAGE.** Upon shipment of Equipment to RENTER, the RENTER hereby assumes and shall bear the entire risk of loss and damage to Equipment from any and every cause whatsoever.

9. **INSURANCE.** RENTER shall keep Equipment insured against all risk of loss or damage from every cause whatsoever in an amount of not less than the aggregate amount of unpaid total Rent Payments for the balance of the term of this Agreement, plus an amount equal to twenty (20%) percent of the actual cost to EATON of such Equipment, and shall also carry public liability insurance for both personal injury and property damage covering Equipment. All of the aforesaid insurance shall be in such form and with insurance companies satisfactory to EATON.

10. **TAXES AND OTHER FEES.** RENTER shall comply with all laws and regulations relating to, and shall promptly pay, when due, all license fees, registration fees, assessments, charges and taxes, municipal, state and federal (excluding, however, any taxes payable in respect to EATON's income), which now or hereafter be imposed upon the ownership, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, and shall save EATON harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom. If compliance with any law, ordinance, rule or permit by any Government agency requires changes or additions to be made on or to Equipment, such changes or additions shall be made by RENTER at its own expense.

11. **TITLE RECORDING.** Title to Equipment shall at all times remain in EATON. The RENTER shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges of other judicial process of every kind whatsoever, shall give EATON immediately written notice thereof and shall indemnify and save EATON harmless from any loss or damage caused thereby. RENTER authorizes EATON, its successors, assigns and lenders to EATON, to file a carbon, photographic or other reproduction of this Agreement as a financing statement for the Equipment, and RENTER further authorizes EATON in RENTER'S name to execute and file financing statements for the Equipment. Such filings under the Uniform Commercial Code are not intended to imply that this Agreement is not a true Rental Agreement. The Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and RENTER will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of EATON.

12. **DEFAULT.** In the event RENTER shall default in the payment, when due, of any rent Payment, additional rent Payment, or any other sum due hereunder for a period of five (5) consecutive days thereafter, or in the event of any other default or breach of the terms and conditions of this Agreement, or in the event of any default or breach of the terms and conditions of any Equipment Lease Agreements or other Rental Agreements between RENTER and EATON, or if any violation or other process shall be issued in any action or proceeding against the RENTER, whereby the said Equipment may be taken or distrained, or if the RENTER shall enter into any agreement or composition with its creditors, or RENTER becomes insolvent or makes an assignment for the benefit of creditors, or a receiver, trustee, conservator or liquidator of RENTER or of a substantial part of its assets is appointed with or without the application or consent of RENTER, or a petition is filed by or against RENTER under the Bankruptcy Code or any amendment thereto, or under any other insolvency law or laws providing for the relief of debtors, or breach by RENTER of any of the terms of any lease or credit agreement, or default thereunder, or if the financial condition of the RENTER'S business affairs shall change as to, in EATON'S opinion, impair EATON'S Equipment or increase the credit risk involved, then and upon the happening of these events, EATON shall have the right to do any one or more of the following:

- 1) declare this Agreement in default upon written notice to RENTER, whereupon the entire amount of Rent Payments remaining to be paid over the balance of the Rent Term of this Agreement of all Equipment then rented hereunder, together with all other obligations as hereinafter set forth, shall become immediately due and payable; and
- 2) proceed to appropriate court action or actions at law or in equity or in bankruptcy to enforce performance by RENTER of the covenants and terms of this Agreement and/or to recover damages for the breach thereof; and
- 3) terminate this Agreement upon written notice to RENTER, and
- 4) whether or not this Agreement be so terminated, and without notice to RENTER, repossess the Equipment wherever found, with or without legal process, and for this purpose EATON and/or its agents may enter upon any premises of or under the control or jurisdiction of RENTER or any agent of RENTER without liability for suit, action or other proceeding by RENTER (any damages occasioned by such repossession being hereby expressly waived by RENTER) and remove the Equipment therefrom.

Notwithstanding the fact that any or all of the Equipment is returned to or repossessed by EATON, as aforesaid, RENTER shall remain liable for, and EATON may forthwith recover from RENTER as liquidated damages, for breach thereof under this Agreement, and not as a penalty, in addition to the entire amount of unpaid Rent Payments pursuant to sub-paragraph (1) above, all other unpaid sums or charges that accrued prior to the date of RENTER'S default, together with all costs and expenses incurred by EATON as set forth herein.

If RENTER fails to redeliver any Equipment to EATON, or EATON is unable for any reason to effect repossession of any Equipment, or EATON in its sole discretion does not repossess any of the Equipment, then, with respect to such Equipment, RENTER shall be liable for, and EATON may forthwith recover from RENTER, as liquidated damages, for breach thereof under this Agreement, and not as a penalty, in addition to the entire amount of unpaid Rent Payments pursuant to sub-paragraph (1) above, the sum of twenty (20%) percent of the actual cost to EATON of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of RENTER'S default, together with all costs and expenses incurred by EATON as set forth herein.

EATON may also recover from RENTER all costs and expenses, including, without limitation, reasonable attorney's fees incurred by EATON in exercising any of its rights or remedies hereunder.

EATON, at its option, may apply the advance Rent Payments against the RENTER'S obligations under this Agreement.

Any repossession, resale or re-rental of any Equipment by EATON shall not be a bar to the institution of litigation by EATON against RENTER for damages for breach of this Agreement, as hereinbefore provided, and the commencement of any litigation or the entry of judgment against RENTER shall not be a bar of EATON'S rights to repossess any or all of the Equipment.

With respect to any Equipment returned to EATON, or repossessed by EATON pursuant to sub-paragraph (4) above, EATON may hold or use such Equipment for any purpose whatsoever, or may sell same at a private or public sale, for cash or credit, or may re-rent same for such term and upon such rental as shall be solely determined by EATON. In the event of the sale or re-renting by EATON of any such Equipment, RENTER shall be liable for, and EATON may forthwith recover from RENTER as liquidated damages for breach of this Agreement, and not as a penalty, in addition to the entire amount of unpaid Rent Payments pursuant to sub-paragraph (1) above, the sum of twenty

(20%) percent of the actual cost to EATON of such Equipment, plus all other unpaid sums or charges that accrued prior to the date of RENTER'S default, less the proceeds of any sale or re-renting of such Equipment, after first deducting therefrom all costs and expenses incurred in repossession, storage, repairs, reconditioning, sale, re-renting, attorney's fees and collection fees with respect to such Equipment.

To the extent permitted by applicable law, RENTER hereby waives any rights now or hereafter conferred by statute or otherwise which may require EATON to sell, rent or otherwise use any Equipment in mitigation of RENTER'S damages, as set forth in this Paragraph 12, or which may otherwise limit or modify any of EATON'S rights or remedies under this Paragraph 12.

In the event that any court of competent jurisdiction determines that any provision of this Paragraph 12 is invalid or unenforceable in whole or in part, such determination shall not prohibit EATON from establishing its damages sustained as a result of any breach of this Agreement in any action or proceeding in which EATON seeks to recover such damages or the return of its equipment.

13. **CUMULATIVE REMEDIES.** All remedies of EATON hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of EATON to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by EATON of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. Damages occasioned by EATON'S taking possession of Equipment are hereby waived by RENTER.

14. **RETURN OF EQUIPMENT.** On termination or expiration of this Agreement, or upon Renter's default, RENTER shall, at its own cost and expense, return the Equipment to EATON at an address specified by EATON in the same condition as received, reasonable wear and tear and normal depreciation excepted. The RENTER shall, in addition to all other payments due to EATON under the terms of this Agreement, pay to EATON such sums as may be necessary to cover replacement for all damaged, broken or missing parts of the Equipment.

15. **RENEWAL.** Unless RENTER, sixty (60) days prior to the expiration of the Agreement, notifies EATON in writing of its intentions to terminate this Agreement at its expiration date, then this Agreement shall automatically be extended upon all of the terms and conditions as stated herein for a period of one year from its expiration date without the necessity of the execution of any further instrument or document and shall continue from year to year thereafter under the same terms and conditions until terminated.

16. **ASSIGNMENT.** This Agreement or any Equipment or any rent Payments or other sums due or to become due hereunder may be transferred or assigned by EATON, without notice, and in such event EATON'S transferee or assignee shall have all the rights, powers, privileges and remedies of EATON under this Agreement, and RENTER'S obligations under this Agreement shall not be subject to any defense, offset or counterclaim available to RENTER against EATON.

17. **CONFLICTS.** If any provision of this Agreement is in conflict with any statute or rule of law of any state or territory where it may be sought to be enforced, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions of this Agreement. For the sole purpose of resolving any problem of conflict of laws with respect solely to filing or recording hereof, it is agreed that questions of filing or recording shall be determined by the law of such place where the Equipment is located, in all other respects, this Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

18. **NOTICES.** All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at the address specified above its signature hereto, or at such other address as may be hereafter specified by like notice by either party to the other.

19. **CAPTIONS.** Captions are intended for convenience or reference only, and shall not be construed to alter or vary the text.

20. **ACCESS.** RENTER shall, whenever requested, advise EATON of the exact location of the Equipment. EATON may, for the purpose of inspections, at all reasonable times, enter upon any job building or place where Equipment is located and may remove Equipment forthwith without notice to RENTER, if Equipment is, in the opinion of EATON, being used beyond its capacity or in any manner improperly cared for, abused, or misused.

21. **INDEMNITY.** RENTER shall and does hereby agree to indemnify and save EATON, its successors and assigns, harmless from any and all liability, damages, or loss, including reasonable counsel fees, arising out of the ownership, selection, possession, leasing, renting, operation (regardless of where and how and by whom operated), control, use, condition (including but not limited to latent and other defects, whether or not discoverable by RENTER), maintenance, delivery and return of the Equipment, or in the event that the RENTER shall be in default hereunder, arising out of the condition of any item of Equipment sold or disposed of after use by the RENTER. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of this Agreement.

22. **INDEMNIFICATION FOR LOSS OF TAX BENEFITS.** RENTER agrees that it and EATON have entered into this Agreement on the assumption that EATON or any assignee of EATON shall be entitled to all deductions, credits, and other tax benefits which are provided by Federal, state or local income tax laws to an owner and lessor of new personal property intended for domestic use by a person which is neither a governmental entity nor a tax-exempt organization (the "Tax Benefits"). In the event that EATON shall lose the right to claim, or there shall be disallowed or recaptured with respect to EATON all or any portion of the Tax Benefits with respect to any item of Equipment (any such loss being hereafter referred to as a "Loss"), and notwithstanding anything contained in this Agreement to the contrary, RENTER shall pay to EATON, within 30 days after written notice by EATON to RENTER that a loss has occurred, an amount which, in the reasonable opinion of EATON will cause EATON'S net after tax yield to remain what it would have been had such Loss not occurred. RENTER shall not be obligated to indemnify EATON pursuant to this section, if a Loss results from (i) a casualty event with respect to an item of Equipment if the Casualty Value of such item is paid by RENTER to EATON, or (ii) a voluntary sale or exchange of an item of Equipment by EATON, or (iii) an act of omission on the part of EATON, unless such act or omission is contemplated by this Agreement. EATON agrees to give RENTER prompt notice of any action on the part of any tax authority which could result in a Loss. After such notice is given, EATON agrees to consult with RENTER and to take such action as EATON, in its sole discretion, deems appropriate to contest such action by the tax authority. This tax indemnification shall continue in full force and effect, notwithstanding termination of this Agreement.

23. **ENTIRE AGREEMENT; CHANGES.** This Agreement contains the entire agreement between the parties and may not be altered, amended, modified, terminated or otherwise changed, except by a writing signed by an executive officer of EATON. Notwithstanding the foregoing, RENTER hereby authorizes EATON, without further notice, to complete the description of the Equipment to be rented, the quantity thereof, and to fill in any blank spaces on this Agreement and to date this Agreement.

24. **MISCELLANEOUS.** This Agreement shall be valid and enforceable when accepted in writing by EATON and shall be governed by the Laws of the Commonwealth of Massachusetts and shall be binding upon EATON and RENTER and their respective legal representatives, successors and assigns.

25. **OTHER COVENANTS AND WARRANTIES OF RENTER.** RENTER agrees that this Agreement is irrevocable for the full term thereof, that RENTER'S obligations under this Agreement are absolute and shall continue without abatement and regardless of any disability to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery, failure of the Equipment properly to operate, termination by operation of law, or any other cause.

LIBER - 493 PAGE 498
mail to Eaton Financial

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 51 Page No. 373
Identification No. 33566 Dated Jan. 5, 1966

1. Debtor(s) } JOHN E. MC LEAN and HELEN W. MC LEAN
Name or Names—Print or Type
132 North Abingdon Street, Arlington, Virginia
Address—Street No., City - County State Zip Code

2. Secured Party } METROPOLITAN LIFE INSURANCE COMPANY c/o WYE MORTGAGE CORPORATION
Name or Names—Print or Type
7801 YORK ROAD BALTIMORE, MARYLAND 21204
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) January, 1, 1991

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#21461 0777 801 T15:21
JAN 13 86

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

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 3rd day of January 19 86

WITNESS:

BY: WYE MORTGAGE CORPORATION

Selda M. Benney
Selda M. Benney

Nancy L. Shauck
Nancy L. Shauck, Vice President
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 .)



RECEIVED RECORDS
ANNE ARUNDEL COUNTY

1986 JAN 13 PM 3:22

E. AUBREY COLLISON
CLERK

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:

\$500,000.00

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

FINANCING STATEMENT

1. Debtor: Address:
PORT ANNAPOLIS ASSOCIATES, 7073 Bembe Beach Road
a Maryland Limited Annapolis, Maryland 21403
Partnership

2. Secured Party: Address:
SECURITY NATIONAL BANK 2000 M Street, N.W.
Washington, D.C. 20036

3. Trustees: Address:
Lawrence A. Sinclitico 2000 M Street, N.W.
and Janice A. Faust Washington, D.C. 20036

4. This Financing Statement covers:

(a) All of the right, title, interest, estate, demand, either at law or in equity, in and to all equipment, machinery, bulkhead, slips and piers of every type and nature now or hereafter used or useable or held for sale or lease in the Debtor's business, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

RECORD FEE 15.00
POSTAGE .50
JAN 14 56

15.00
50

MP

215

RECORDED

(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.
8. Maturity Date of the obligation, if any: provided in the Note.

Debtor:

Secured Party:

PORT ANNAPOLIS ASSOCIATES,
a Maryland Limited
Partnership

SECURITY NATIONAL BANK

By: Arthur A. Birney
Arthur A. Birney,
General Partner

By: Thomas E. Beery
Thomas E. Beery,
Senior Vice President

By: William J. Butler, Jr.
William J. Butler, Jr.,
General Partner

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to: Security National Bank, 2000 M Street, N.W. Washington, D.C. 20036; Attn: Peter Holman

(1) BEGINNING for the same at an iron pipe heretofore set at a twelve inch dead oak snag as shown on the 9.1 acre portion conveyed to Albert Barbe, all as shown on the plat hereinafter mentioned; the said iron pipe and place of beginning is at the end of the North 74° 18' West 936.61 foot line as shown on the said mentioned plat; thence running from the said beginning point so fixed and with the center of a 20.0 foot road now laid out and with part of the outlines South 73° 40' West 36.2 feet to the tide lines of Back Creek; thence leaving said 20.0 foot road and with said tide lines, North 40° 42' West, 117.8 feet, North 28° 59' East, 42.47 feet, North 59° 14' East, 54.36 feet and North 73° 30' East, 200.56 feet to a point distant North 7° 56' West, 15.72 feet from an iron pipe at the top of the bank; thence leaving said tide lines and with and reverse of the said last mentioned course, South 7° 56' East 15.72 feet to the said mentioned pipe at the top of the bank; thence running with the division line between the lot now being described and a 0.477 acre lot adjoining hereto on the East to be conveyed to Robert and Marie Basil, South 7° 56' East, 239.25 feet to an original iron pipe set in the first mentioned North 74° 18' West, 936.61 foot line; thence leaving the said lot to be conveyed to the said Robert and Marie Basil and running with part of the said last mentioned line which is now the center of the 20.0 foot road first mentioned in this description, North 74° 18' West, 190.3 feet to the place of beginning. Containing 1.06 acres of land, according to a survey and plat by J. Revell Carr, July, 1949. BEING part of the hereinbefore mentioned 9.1 acre tract, according to a plat filed among the Plat Records of Anne Arundel County in Cabinet No. 3, Rod F-4, Plat 12, as surveyed by J. Revell Carr, July, 1947. The above mentioned 20.0 foot road or right of way extends from the County Road Westerly to the waters of Back Creek, its center line being the entire Southern Boundary line of the said 9.1 acre portion.

(2) BEGINNING for the same at a small stone heretofore planted in the Southerly outline of the whole tract hereinafter mentioned, the said stone is distant North 73° 55' West 40.44 feet from the center of a 30.0 foot road leading in a Northerly direction through the said whole tract; thence running from the said beginning point so fixed and with the said Southerly outline as now surveyed, North 73° 55' West, 918.86 feet to an original iron pipe at the tide lines of Back Creek and the Southwest corner of the said whole tract; thence still with the outlines and the said tide lines of Back Creek, the five following courses and distances: North 68° 10' East 81.9 feet; North 16° 43' East 129.5 feet; North 8° 36' East 154.6 feet; North 2° 35' West 110.4 feet; North 40° 42' West 37.2 feet; thence leaving said tide lines and the outlines and running for a division between the property now being described and that of Albert H. E. Barbe adjoining hereto on the North, North 73° 40' East 36.2 feet to an iron pipe at the base of a 12-inch dead oak snag; thence South 74° 18' East 921.61 feet to another iron pipe on the West side of the 30.0 foot road first mentioned in this description; thence continuing said last mentioned course, South 74° 18' East 15.0 feet to the center of said road; thence leaving the said Albert H. E. Barbe tract and with the center of said road, South 15° 07' West 485.64 feet to intersect the Southerly boundary line of the said whole tract first mentioned in this description; thence leaving said 30.0 foot road and with part of said line, North 73° 55' West 40.44 feet to the place of beginning. Containing within the lines of this description ten and two one-hundredths (10.02) acres of land, according to a survey and plat made by J. Revell Carr, Surveyor, July, 1947.

Mail to

Security Roll Book

FINANCING STATEMENT

260013

- 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 \$275,000.00. 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.

RECORDS FEE 148.00
 RECORDS TAX 1925.00
 POSTAGE .50

- 5. Debtor(s) Name(s) Address(es)

AMIGO II, INC. P.O. Box 6340
Annapolis, MD 21401
- 6. Secured Party Address

John T. Christo and Martha E. Christo 2348 Solomons Island Road
Edgewater, Maryland 21037

#20325 0237 R01 115:39
 JAN 3 1986

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.

Including alcoholic beverage license.

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



1986 JAN -3 PM 3:41 1986 JAN -3 PM 3:41

E. AUBREY COLLISON E. AUBREY COLLISON
 CLERK CLERK

148.00
 1925.00

BOOK 4003 PAGE 4

LIBER - 493 PAGE 504

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:

SECURED PARTY:

AMIGO II, INC.

By:

Samuel Hagan
, President

John T. Christo
John T. Christo

Martha E. Christo
Martha E. Christo

Address where Collateral
will be located:

2840 Solomons Island Road
Edgewater, Maryland 21037

Mr. Clerk: Please return to Nicholas J. Kallis, Suite 200, 150 South Street, Annapolis, Maryland 21401.

ST--1

ENTRANCE FOYER -

- 2 - LARGE FRAMED PRINTS (glass) (Botanical) LIBER - 493 PAGE 506
1 - ARTISTIC FRAME BAMBOO BENCH
1 - CHANDELIER (Mod. Antique)
-

RECEPTION ROOM -

- 2 - LARGE FRAMED PRINTS (glass)
2 - HIGH BACK UPHOLSTERED CHAIRS
1 - HOSTESS TABLE (SHirted)
1 - ARTISTIC FRAME SIDE CHAIR
1 - ANTIQUE BRANDY BOARD 52 1/4" x 19" (Tradition House)
1 - ORIENTAL TABLE LAMP w/SHADE

CLOAK ROOM -

- 1 - FILE CABINET w/LOCK SAFE
- HANGERS & SHELVES (Coat & Hat)

[rrw/jr]-----

LOUNGE -

BOOK 4003 PAGE 7

- 3 - PLASTER WALL SCONCES
- 2 - BRASS WALL SCONCES
- 3 - LARGE FRAMED PRINTS (glass)
- 1 - BEVELED MIRROR 46" x 75"
- 7 - COCKTAIL TABLES 24" x 24"
- 15 - CHAIRS w/ UPHOLSTERED CUSHIONS
- 3 - BANQUETTES - 2 corners / 1 straight
- 3 - CARPETED LOUNGE BOOTHS
- 2 - CEILING PADDLE FANS
- 6 - LOW ROUND COCKTAIL TABLES 24"
- 18 - UPHOLSTERED ARM CHAIRS (Captain Type, Swivel)
- TILE FLOOR - 12' x 33' Center Carpet

LIBER - 493 PAGE 507

30' TILE DINING AREA OFF BAR LOUNGE -

- 2 - TABLES 36" x 36"
- 8 - DINING CHAIRS w/ UPHOLSTERED CUSHIONS
- 1 - GLASS FRAME & PRINT
- 1 - PLASTER SCONCE

[rrw/jr]

B A R -

BOOK 4003 PAGE 8

- LIBER - 493 PAGE 508
- 1 - 26' CUSTOM LAMINATE BAR TOP
 - 1 - 22' STARFIRE FLEX TUBING & TRANSFORMER
 - 1 - 18' x 38" BACK BAR MIRROR
 - 1 - 17' BACK BAR SHELVES
 - 7 - 5 SLOT 18" OVERHEAD BAR-GLASS RACKS
 - 3 - FRAMED PRINTS (glass)
 - 1 - 3 COMPARTMENT SINK 60"
 - 1 - COCKTAIL ICE & BOTTLE HOLDER
 - 1 - HAND SINK
 - 1 - 3 COMPARTMENT SINK 36"
 - 1 - STANDING ICE BIN 20" x 36"
 - 1 - DOUBLE DOOR WINE & COCKTAIL COOLER 36" high x 48"
 - 1 - DOUBLE DOOR 2 SPIGOT BEER COOLER
 - 2 - PADDED TABLES 36" x 36"
 - 1 - N.R.C. CASH REGISTER # 9150-S-189 (NEW) 2 Drawer / Standard Program 105

[rrw/jr]

BOOK 4003 PAGE 9

DIAS AREA - 18' x 22' (Completely Carpeted)

LIBER - 493 PAGE 509

- 1 - BANQUETTE 20' (2 corner/2 center sections)
- 4 - ROUND DINING TABLES 42"
- 4 - SQUARE DINING TABLES 30"
- 2 - RECTANGULAR TABLES 48" x 30"
- 26 - CHAIRS w/ UPHOLSTERED CUSHIONS
- 1 - STARFIRE CHANDELIER 32"
- 1 - 20' LIGHTED ETCHED GLASS /5 PANELS / 33" high
- ENCLOSED BALISTRADA /3 SIDES

[rrw/jr]

BOOK 4003 PAGE 10

DINING ROOM (off kitchen) 36' x 48' - Completly Carpeted

LIBER - 493 PAGE 510

- 3 - 36" ROUND PADDED DINING TABLES
- 1 - 36" x 36" PADDED DINING TABLE
- 2 - 30" x 30" PADDED DINING TABLES
- 1 - 30" x 48" FORMICA TOP
- 1 - LARGE FRAMED PRINT (glass)
- 1 - PLASTER SCONCE
- 1 - 30" x 60" ETCHED BACK LIGHTED MIRROR
- 19 - REST. CHAIRS w/UPHOLSTERED CUSHIONS
- 3 - 50" BANQUETTES
- 2 - LARGE, SQUARE STONE BANDED PLANTERS
- 7 - POTTED PLANTS IN GREY PLASTIC POTS w/ GFC-LIGHTING

- 2 - 8' CUSTOM TORCHIERS
- 1 - ETCHED, LIGHTED GLASS BALUSTRADE
- 4 - 32" x 38" PANELS
- 1 - 36" x 38" PANEL

[rrw/jr]

R A W B A R (off kitchen in dining area)

BOOK 4003 PAGE 11

LIBER - 493 PAGE 511

- 1 - CURVED BAR 7' x 9', L-SHAPED w/ FOOT-REST
- 1 - 18" x 60" COPPER ICE TRAY w/ SLANT TOP (BAIN MARIE)
- 1 - SAVER FINISHING OVEN -Broiler Type on Legs
- 1 - 36" x 45" DOUBLE DOOR REFRIGERATOR w/ 3 SHELVES. STAINLESS STEEL
- 2 - N.C.R. CASH REGISTERS. TYPE 9150-5-189 (STANDARD PROGRAM 103)
- 1 - 8' BACK BAR w/under counter florescent lights
- 1 - HAND SINK
- 1 - 3 COMPARTMENT SINK
- 1 - COCKTAIL ICE HOLDER - FLOOR MODEL 28" high
(18" x 21" with Bottle Holder)

LIQUOR & STORAGE ROOM (off bar)

- 1 - ICE MAKER - 600lb CAPACITY
- 1 - 5 SHELVE METAL RACK 25" wide
 - 20' x 24" 5 TIER SHELVES

[rrw/jr]-----

 WATER FRONT DINING ROOM 22' x 80'

BOOK 4003 PAGE 12

- SEATING CAPACITY 92 *Plus*
 - 3 SIDES GLASS / 1 EMERGENCY EXIT
 - ALL GLASS COVERED BY OUTSIDE CANOPY

- 2 - 40" x 72" CUSTOM DINING TABLES (LAMINATE)
- 4 - 36" ROUND DINING TABLES
- 2 - 48" ROUND DINING TABLES
- 8 - 48" x 30" RECTANGULAR DINING TABLES
- 5 - 36" x 36" SQUARE DINING TABLES
- 1 - 30" x 30" SQUARE DINING TABLE
- 4 - FRAMED PRINTS (glass)
- 2 - LARGE 6' POTTED PALM TREES (in White Ceramic Rooled Rim Planters)
- 4* - POTTED LILLIES (in Grey Plastic Pots)
- 2 - ETCHED MIRRORS 57" x 60"
- 1 - WINE RACK, BUILT IN 6' x 26" w/ 7 SHELVES - 35 BOTTLE CAPACITY
- 1 - ANTIQUE SIDE BOARD 6' x 22" w/ - 1 large drawer
 - 2 side compartments w/shelves & tray
 - Brass Metal work w/candle holder
- CENTER BEAM TRACK LIGHTING aprox. 96' w/ 14 Spotlights
(8 waterside / 6 inside)

- 70 - DINING CHAIRS w/ UPHOLSTERED SEATS
- 22 - DINING CHAIRS w/ LEATHERETTE SEATS

 [rrw/jr]

MENS ROOM (off bar)

BOOK 4003 PAGE 13

- 1 - WATER COMMDES
- 1 - CHROME CEILING FIXTURE
- 2 - 4 BULB SIDE FIXTURES FOR MIRROR
- 1 - LARGE MIRROR IN STAINLESS STEEL FRAME
- 1 - 2 DOOR VANITY w/ CERAMIC SINK
- 1 - TOWEL RACK & WASTE BASKET (Stainless Steel, Built in wall)
 - SOAP DISPENSERS
- 1 - STAINLESS STEEL ASH TRAY (Wall Mounted)
 - OLD FASHIONED DOUBLE SWINGING DOORS (Lattice Type)

LADIES ROOM

- 1 - LARGE GOLD FRAMED MIRROR
- 1 - VANITY CABINET w/ 2 SINKS
- 2 - SOAP DISPENSERS
- 1 - STAINLESS STEEL ASH TRAY (Wall Mounted)
- 1 - TOWEL RACK & WASTE BASKET (Wall Mounted)

- 1 - BRASS CHANDELIER w/ GLOBES

[rrw/jr]

O F F I C E - 2 ROOMS 8' x 8' & 13' x 7' (Tile Floor - Panel Walls)

BOOK 4003 PAGE 14

FIRST ROOM
=====

- 1 - DIEBOLD SAFE
- 2 - UPHOLSTERED ARM CHAIRS
- 1 - BLACK LEATHERETTE ARM CHAIR
- 1 - BURGLER ALARM CONTROL (SYSTEM)
- MOOSE PRODUCTS - MP1 50 SECURITY CONTROL (SYSTEM)

SECOND ROOM
=====

- 3 - METAL FILING CABINETS w/ 3 DRAWERS
- 1 - WALL CABINET w/ DIVIDER 36" x 20"
- 3 - BLACK LEATHERETTE ARM CHAIRS
- 1 - 8' x 30" BUILT IN DESK TOP
- 2 - 36" FLORESCENT DESK LAMPS
- 1 - 46" x 34" BULLETIN BOARD
- 2 - ONE WAY GLASS VIEW MIRRORS OF KITCHEN
- MISC. LAMP REPLACEMENT BULBS

[rrw/jr]-----

K I T C H E N -TILE WALLS -FLORESCENT LIGHTING

*** PAGE ONE ***

LIBER -493 PAGE 515

- 1 - STAINLESS STEEL BUS CART - 21" x 35" - 3 SHELVES
 - 1 - 6' x 22" 2 DOOR STAINLESS STEEL REFRIGERATOR W/ SALAD TABLE
 - SALAD TABLE HAS 2 - 5' STAINLESS STEEL SHELVES 10" WIDE
 - 1 - 30" x 36" STAINLESS STEEL WORK TABLE
 - 1 - 12 1/2' x 46" KITCHEN WORK LINE STAINLESS STEEL TABLE
- TABLE HAS:
- 2 - 4' TWO SHELF CABINETS (chef side)
 - 1 - 4' SHELF, CHEF SIDE (UNDER STEAM TABLE)
 - 3 COMPARTMENT STEAM TABLE WITH WATER & DRAIN (gas fired)
 - 8' x 42" CUTTING BOARD
 - 2 - 12' x 12" SHELVES /TOP HAS 3 MERCO FOOD WARMERS, @ 4' LONG
 - 2 - 4' FOOD ORDER SPRING BOARDS
 - 15" WAITRESS SIDE PICK-UP (Part of the 46" overall width)
 - 2 - 5' TWO SHELF CABINETS UNDER TABLE (waitress side)
 - 1 - 60" x 24" TWO SHELF WORK TABLE - STAINLESS STEEL TOP
 - 1 - 6' x 30" WORK TABLE W/ - 2 SHELVES - STAINLESS STEEL TOP
 - 1 CAN OPENER ATTACHED
 - 1 - STAINLESS STEEL WORK TABLE - 2 SHELVES w/ DRAWER
 - 1 - 3 COMPARTMENT SINK, STAINLESS STEEL w/ DRAIN BOARD
 - 2 - 30" x 12" FOUR SHELF RACK GREEN
 - 3 - 36" x 12" FOUR SHELF RACK GREEN
 - 1 - HAND SINK
 - 1 - 14' x 12' STAINLESS STEEL WALL SHELF
 - 1 - 53" x 12" STAINLESS STEEL WALL SHELF

[rrw/jr]

K I T C H E N - TILE WALLS - FLORESCENT LIGHTING

*** PAGE TWO ***

LIBER - 493 PAGE 516

- 1 - 48" x 24" FIVE SHELF RACK w/ STAINLESS STEEL POSTS
- 1 - 48" x 24" FOUR SHELF RACK w/ STAINLESS STEEL POSTS
- 1 - 48" x 24" THREE SHELF RACK w/ STAINLESS STEEL POSTS
- 1 - 5' x 33" DIRTY DISH TABLE - L-SHAPED, STAINLESS STEEL
 - WITH: - 5' x 21" OVERHEAD SHELF
 - 32" x 22" LOWER SHELF
- 1 - 28" x 60" CLEAN DISH TABLE - L-SHAPED, STAINLESS STEEL
- 2 - 6' x 12" WALL SHELVES, STAINLESS STEEL
- 1 - STAINLESS STEEL HAND SINK
- 1 - 30" x 48" STAINLESS STEEL WORK TABLE w/ TWO SHELVES
- 1 - 3 COMPARTMENT SINK w/ DRAIN BOARDS, STAINLESS STEEL
- 1 - STAINLESS STEEL TOASTMASTER BUN WARMER w/ 4 DRAWERS
- 1 - 7' DOUBLE TIER WALL RACK w/ POT HOOKS, (21 DOUBLE HOOKS)
- 1 - LITTON MICROWAVE OVEN, 1 cubic foot
- 1 - STAINLESS STEEL MICROWAVE OVEN TABLE w/ 2 DRAWERS
- 1 - DOUBLE BLODGETT CONVECTION OVEN - 2 DOORS EACH
- 1 - VULCAN BROILER BOTTOM OVEN w/ TOP OVEN
- 1 - VULCAN DEEP FAT FRYER
- 1 - VULCAN FLAT TOP RANGE / OVEN
- 1 - VULCAN 4 BURNER TOP / OVEN
- 1 - GARLAND 6 BURNER TOP / OVEN
- 1 - 3 DOOR RAETONE FREEZER - STAINLESS STEEL
- 2 - 2 DOOR RAETONE REFRIGERATOR
- 1 - 15 1/2' x 5' HOOD w/ - FILTERS - 2 EXHAUST BLOWERS - LIGHTS -
 - KIDDE FIRE CONTROL SYSTEM

[rrw/jr]

K I T C H E N - TILE WALLS - FLOURESCENT LIGHTING

*** PAGE THREE ***

2 - FRESH AIR INTAKE BLOWERS

LIBER - 493 PAGE 517

1 - TIME CLOCK

1 - 12 SHELF WHEELED 20" x 28" TRAY RACK

76 - 17" x 25" ALUMINUM TRAYS

4 - 48" x 24" FOUR SHELF, WALK-IN REFRIGERATOR RACK, WHEELED

1 - 59" x 24" FOUR SHELF, WALK-IN RACK, WHEELED, w/ LOCK GRILL FRONT

1 - 9 1/2' x 11' STAINLESS STEEL WALK-IN BOX

1 - NINE SHELF 20" x 26" WIRE RACK - SLANTED w/ WHEELS

1 - PANTRY w/ WOODEN SHELVING ENTRANCE (to waterfront dining room)

M O P R O O M

1 - MOP SINK

1 - WATER COMMODE

1 - HAND SINK

[rrw/jr]

BASEMENT

*** PAGE ONE ***

- 7 - 24" ROUND TABLE TOPS
- 1 - 42" ROUND PADDED TABLE TOP
- 1 - 40" ROUND PADDED TABLE TOP
- 4 - 42" x 30" PADDED TABLE TOPS
- 1 - 30" X 30" PADDED TABLE TOP
- 6 - 24" x 24" PADDED TABLE TOPS
- 2 - 36" x 36" PADDED TABLE TOPS

N O LIBER - 493 PAGE 518

B A S E S

- 1 - 24" x 24" PADDED TABLE
- 3 - 30" x 30" PADDED TABLES
- 5 - 36" x 36" PADDED TABLES
- 3 - 24" x 24" COCKTAIL TABLES
- 2 - 26" x 26" TABLES
- 10 - 44" x 28" TABLES
- 2 - 30" x 30" TABLES
- 4 - 42" x 30" TABLES
- 9 - 36" x 36" TABLES
- 1 - ROUND OAK TABLE, 48" TOP
- 13 - 5' FLYWOOD TABLE TOPS
- 1 - OVAL TABLE 42" x 50"
- 3 - TABLE BASES
- 1 - OFFICE CHAIR w/ CASTERS
- 3 - BLACK LEATHERETTE ARM CHAIRS (Captain Type)
- 3 - HAND TRUCKS (DOLLY)
- 1 - SILVERWARE CABINET 45" x 36" tall, 2 Door (WAITRESS STATION)
- 5 - DOUBLE DOOR CABINET, 5'

BASEMENT

BOOK 4003 PAGE 19

*** PAGE TWO ***
~~~~~

LIBER - 493 PAGE 519

- 1 - BAND STAND 10' x 6'
- 1 - FOUNTAIN BASE w/ CERAMIC TUB
- 2 - ANTIQUE SILVER MIRRORS 54" x 70"
- 1 - 14' x 7' L-SHAPED BAR
- 1 - PIANO, WHITE
- 2 - 4" WHISKEY RACK (2 TIERS)
- 1 - 6' x 3" WOODEN WHISKEY RACK (3 TIER)
- 1 - ICE COMPARTMENT (cid)
- 2 - 3 COMPARTMENT SINK w/ DRAIN BOARDS
- 1 - N.C.R. CASH REGISTER (CLASS 52)
- 1 - FOLDING TABLE 30" x 8'
- 1 - BRASS FOOT REST (BAR)

-----  
FURNACE & STORAGE ROOM (off furnace room)  
-----

- 4 - 2' x 4' FOUR SHELVE RACK w/ STAINLESS STEEL POSTS
- 1 - 2' x 3' FOUR SHELVE RACK w/ STAINLESS STEEL POSTS
- 1 - 2' x 4' FIVE SHELVE RACK
- 1 - 2' x 5' FOUR SHELVE RACK
- 15 - RACKS OF VARIOUS GLASSWARE
- OTHER MISC. RACKS
- 1 - PROJECTION SCREEN (MOVIE)

-----  
[rrw/jr]  
-----

-----  
BASEMENT REST ROOMS  
-----

BOOK 4003 PAGE 20

\*\*\* PAGE THREE \*\*\*  
~~~~~

LIBER - 493 PAGE 520

----- M E N S -----

-
- 1 - WATER COMMODE
- 1 - WALL LAMP
- 1 - TOWEL DISPENSER & WASTE BASKET (IN WALL)
- 1 - AMERICAN NOVA HAND DRYER (MODEL 1200)
- 1 - STAINLESS STEEL WALL ASH TRAY
-

----- L A D I E S -----

- 4 - MIRRORS
- 1 - TOWEL DISPENSER & WASTE BASKET (IN WALL)
- WALL LAMP
-

STORAGE ROOM (off bar & dining room)

- Misc - WOODEN STORAGE SHELF (deep) 3' x 4'
- WHITE DISHES - CUPS - SAUCERS
- BREAD BASKETS
- HOT ALUMINUM OVEN DISH w/
- SALT & PEPPER SHAKERS
- ASH TRAYS
- MISC. POTS & PANS

Mail to Hyatt & Chase

[rrw/jr]

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
 - Subject to Recordation Tax; Principal
- Amount is \$ 7,500.00

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

Name of Debtor

Address

Annapolis Post Box

3 Church Circle
Annapolis, MD 21401

SECURED PARTY

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

Mail to

Attach separate list if necessary

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

- Sharp SF 9500 Copier
- Sharp SF 451 20 Bin Collator
- Sharp SF 464 Document Feeder

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)

Annapolis Post Box

FARMERS NATIONAL BANK OF MARYLAND

Jody Ellic

BY

[Signature]

Type or print names under signatures

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

RECORD FEE 11.00
 RECORD TAX 52.50
 POSTAGE .50
 #21549 D055 R01 T10:48
 JAN 14 56

11.00
52.50
50

RECEIVED IN RECORD
CLERK COURT, BAL COUNTY

1986 JAN 14 AM 10:53

E. AUBREY COLLISON
CLERK

MP

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 LIBER - 493 PAGE

522
Identifying File No. 259990

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 10,000.00

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

This financing statement Dated 12/30/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Herbert B. Hansen and Candace J. Hansen
Address Rt 1 410 D Seward Road, Chester MD 21619

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road Bldg 700, Annapolis MD 21401

Mail to

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

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

Burroughs B25 Personal Computer Serial # 319130290

RECORD FEE 12.00
RECORD TAX 70.00
POSTAGE .50
#21567 0345 R01 T11#23

JAN 14 56

CHECK THE LINES WHICH APPLY

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

1986 JAN 14 11:22
REGISTRY CLERK

12.00
70.00
82.00

AACo
70.00
12.00
82.00

Herbert B. Hansen
(Signature of Debtor)

Herbert B. Hansen
Type or Print Above Name on Above Line

Candace J. Hansen
(Signature of Debtor)

Candace J. Hansen
Type or Print Above Signature on Above Line

David S. Proctor
(Signature of Secured Party)

David S. Proctor
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 259951

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

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

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

This financing statement Dated 1/09/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHESAPEAKE MARINE FASTENERS, INC., RICHARD SADLER, MARTHA SADLER
Address 1805 GEORGE AVENUE ANNAPOLIS, MD 21401

2. SECURED PARTY

Name BAY NATIONAL BANK
Address 2661 RIVA ROAD, BLDG. 700 ANNAPOLIS, MD 21401

Handwritten note: Mail to [arrow pointing to address line]

Person And Address To Whom Statement Is To Be Returned 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, EQUIPMENT, ACCOUNTS AND OTHER RIGHTS TO PAYMENT, AND GENERAL INTANGIBLES NOW OWNED OR HEREAFTER ACQUIRED BY BORROWER AND ALL PROCEEDS (CASH AND NON-CASH) OF SUCH INVENTORY, EQUIPMENT, ACCOUNTS AND OTHER RIGHTS TO PAYMENT, 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) 13.00
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) .50
JAN 14 56

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

CHESAPEAKE MARINE FASTENERS, INC.
BY: Richard Sadler (Signature of Debtor)

RICHARD SADLER, PRESIDENT
Type or Print Above Name on Above Line
RICHARD SADLER, INDIVIDUALLY

Type or Print Above Signature on Above Line

MARTHA SADLER (Signature)
MARTHA SADLER, INDIVIDUALLY

(Signature of Secured Party)

DAVID S PROCTOR, LOAN OFFICER
Type or Print Above Signature on Above Line

RECORDED FEE 13.00
POSTAGE .50
#21568 C345 R01 T11-23

1986 JAN 14 AM 11:22
E. AUBREY COLLISON
CLERK

\$10.00
3.00
.50 \$13.50

Handwritten initials: DC

FS RECORDS

259902

LIBER - 493 PAGE 524

UCC One General

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any): December 30, 2000
1. Debtor(s) Name (Last Name First) Crofton Associates Limited Partnership	2. Debtor(s) Complete Address(es) c/o Patrician Equities Corp. 919 Third Avenue New York, New York 10022	For Filing Officer (Date, Time, and Number)
3. & 4. Secured Party(ies) and Complete Address(es) Resources Pension Shares 3 666 Third Avenue, New York, N.Y. Att: John Johnston	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)		
<p>See Schedule B attached for property covered</p> <p>See Schedule A attached for realty</p> <p>(If collateral is crops) The above described crops are growing or are to be grown on: (Describe Real Estate)</p> <p>(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (Describe Real Estate)</p>		
8a. (X) Proceeds are also covered.	8b. () Products of collateral are also covered.	No. of additional sheets presented (6)
9. This statement to be returned after recordation to Secured Party, shown above or to		RECORD FEE 30.00 POSTAGE .50
Signature(s) of Debtor(s) Crofton Associates Limited Partnership	Signature(s) of Secured Party(ies) or Assignee(s) Resources Pension Shares 3	
Edward B. Fingerman general partner	[Signature]	
Type or Print Names Clearly Below Signature.		

1980 JAN 14 PM 12:10

#11687 0055 R02 T12:04
JAN 14 56

3000
/ 50

BEGINNING for the same at a concrete monument found on and distant North 79 degrees 42 minutes 18 seconds West 15.00 feet from the beginning of the First or North 79 degrees 42 minutes 18 seconds West 950.00 feet line of that parcel of land which by deed dated August 14, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 2616 at Folio 60 was granted and conveyed by the Dixon Holding Company to Shopco Crofton Associates running thence with and binding on part of said First line,

(1) North 79 degrees 42 minutes 18 seconds West 935.00 feet to the East side of Maryland Route 3 thence running with and binding on the East side of said Maryland Route 3 being also part of the Second line of that parcel of land being described in the deed first mentioned,

(2) North 10 degrees 24 minutes 20 seconds East 288.00 feet thence leaving said Maryland route 3 and binding on the South, East and North boundary lines of Parcel B owned by Shopco U.T. Associates recorded among the aforesaid Land Records in Liber 3413, Folio 118,

(3) South 79 degrees 35 minutes 40 seconds East 150.00 feet,

(4) North 10 degrees 24 minutes 20 seconds East 180.00 feet, and

(5) North 79 degrees 35 minutes 40 seconds West 150.00 feet to the East side of Maryland Route 3 as aforesaid, thence running with and binding on said Maryland Route 3, being also part of the Second line of that parcel of land described in the deed first mentioned,

(6) North 10 degrees 24 minutes 20 seconds East 32.00 feet thence

Page two

leaving Route 3, and binding on the South, East, and North boundary lines of Parcel C owned by Shopco U.T. Associates recorded among the aforesaid Land Records in Liber 3413, Folio 119,

(7) South 79 degrees 35 minutes 40 secnds East 150.00 feet,

(8) North 10 degrees 24 minutes 20 seconds East 140.00 feet, and

(9) North 79 degrees 35 minutes 40 seconds West 150.00 feet to the East side of Maryland Route 3, said point also being on and distant 238.35 feet from the end of the Second line of that parcel of land described in the deed first mentioned above, thence running with and binding on part of said Second line, being also the East side of Maryland Route 3,

(10) North 10 degrees 24 minutes 20 seconds East 238.35 feet thence running with and binding on the third line of that parcel of land described in deed first mentioned,

(11) South 79 degrees 35 minutes 40 seconds East 25.00 feet, thence running with and binding on part of the Fourth line of that parcel of land described in the deed first mentioned, being also the East side of Maryland Route 3 as aforesaid,

(12) North 10 degrees 24 minutes 20 seconds East 105.00 feet, thence leaving said Maryland Route 3 and binding on the South, East and North boundary lines of Parcel E owned by Shopco U.T. Associates recorded among the aforesaid Land Records in Liber 3413, Folio 120,

(13) South 79 degrees 35 minutes 40 seconds East 120.00 feet,

(14) North 10 degrees 24 minutes 20 seconds East 140.00 feet, and

(15) North 79 degrees 35 minutes 40 seconds West 120.00 feet to the

Page three

East side of Maryland Route 3, said point being on and distant 279.00 feet from the end of the Fourth line of that parcel of land described in the deed first mentioned above, thence running with and binding on part of said line and with all of the Fifth and Sixth lines of said parcels, being also the East side of Maryland Route 3,

(16) North 10 degrees 24 minutes 20 seconds East 279.00 feet,

(17) North 85 degrees 45 minutes 10 seconds East 108.50 feet,

(18) North 37 degrees 10 minutes 00 seconds East 90.86 feet to the South side of Davidsonville Road (Maryland Route 424) thence running with and binding on the South side of said road, the following two (2) courses and distances viz; being also the Seventh and Eighth lines of that parcel of land described in the deed first mentioned,

(19) 574.16 feet along the arc of a curve to the left having a radius of 5754.58 feet and chord bearing South 55 degrees 45 minutes 39 seconds East 573.92 feet, thence

(20) South 58 degrees 37 minutes 09 seconds East 62.35 feet, thence leaving the South side of said Davidsonville Road (Route 424) for the following two (2) courses and distances viz, being also all of the Ninth and part of the Tenth lines of that parcel of land described in the deed first mentioned above,

(21) South 10 degrees 24 minutes 20 seconds West 233.11 feet, and

(22) South 79 degrees 35 minutes 40 seconds East 180.92 feet, thence for a new line of division as now established, being the West side of a 15 foot wide right-of-way or Easement recorded as deed of exchange in Liber W.G.L. 2649, Folio 94,

198/11

Page four

(23) South 10 degrees 24 minutes 20 seconds West 1021.78 feet to the place of beginning,

CONTAINING 26.485 acres of land, more or less.

SAVING AND EXCEPTING THEREFROM, Parcel D as shown on Plat, Exhibit B recorded in Liber 3413, Folio 117.

BEGINNING at a point, said point being referenced the following two (2) courses and distances from the beginning of the Second or North 10 degrees 24 minutes 20 seconds East 878.35 feet line of that parcel of land which by deed dated August 14, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 2616 at Folio 60 was granted and conveyed by the Dixon Holding Company to Shopco Crofton Associates;

(1) North 10 degrees 24 minutes 20 seconds East 220.00 feet,

(2) South 79 degrees 35 minutes 40 seconds East 112.00 feet,

(3) South 10 degrees 24 minutes 20 seconds West 220.00 feet, and

(4) North 79 degrees 35 minutes 40 seconds West 112.00 feet to the

place of beginning,

CONTAINING 0.5656 acres of land, more or less.

ACTUAL total area of parcel being described is 25.919 acres of land, more or less.

SUBJECT TO a 15 foot right-of-way widening reserved for the State Roads Commission of Maryland on the South side of Davidsonville Road (Maryland Route 424), deed recorded in Liber 2775, Folio 793,

SUBJECT TO various storm drain and sewer easements traversing the property, recorded among the aforesaid Land Records in Liber 2819, Folio 851 -

198/12

Page five

855; Liber 2715, Folio 187, singular recordings of some sewer easements were unattainable,

All utility easements and building setback lines are shown on a boundary plat entitled 1st Revision Shopco Crofton Associates, dated August 1974 recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 56, Folio 11, and Plat Exhibit E, Liber 2715, Folio 182,

BEING part of that parcel of land which by deed dated August 14, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 2616 at Folio 60 was granted and conveyed by the Dixon Holding Company to Shopco Crofton Associates.

198/13

SCHEDULE B

All right, title and interest of Debtor in and to (i) all leases and other agreements affecting the use or occupancy of the premises described in Schedule A annexed hereto and made a part hereof (hereinafter called the "Premises") now or hereafter entered into, (ii) all rents, issues and profits of the Premises, (iii) all awards or payments, including interest thereon, which may be made with respect to the Premises, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said rights), or for any other injury to or decrease in the value of the Premises, (iv) all proceeds of any and all unearned premiums on any insurance policy covering the Premises, and (v) all machinery, apparatus, fittings, equipment, fixtures and other property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter attached to the Premises.

The Premises are commonly known as Crofton Plaza Shopping Center, Crofton, Anne Arundel County, Maryland.

Mail to Resources Pension.

FINANCING RECORDS

SHCSU/I

269933

FINANCING STATEMENT

LIBER - 493 PAGE 531

1. Name of Debtor: SOUTHGATE SHOPPING CENTER
JOINT VENTURE
Address: ~~944 Equitable Building~~ 5 Light Street, Suite 650
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

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 23, 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.

1 of 2 1986 JAN 14 PM 2:33

E. AUGER COLLISON
CLERK

17-
22

- 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: *Albert Kishter* (SEAL)
 Albert Kishter

By: *Fannie Kishter* (SEAL)
 Fannie Kishter

By: *Leonard J. Attman* (SEAL)
 Leonard J. Attman

By: *Phyllis Attman* (SEAL)
 Phyllis Attman

By: *Lowell P. Glazer* (SEAL)
 Lowell P. Glazer

By: *Harriett Glazer* (SEAL)
 Harriett Glazer

GENERAL PARTNERS

DATED: December 23, 1985

(Mr. Clerk: Return to Diane Hewes
 Miles & Stockbridge
 10 Light Street, Suite 1900
 Baltimore, Maryland 21202

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

Mail to *Resnick Tophen et al.*

TO BE RECORDED IN:

Financing Records of Baltimore County, Maryland
✓ Financing Records of Anne Arundel County, Maryland
State Department of Assessments and Taxation

259903

DATE: December 13, 1985

The appropriate amount of documentary stamps are affixed to a Financing Statement recorded or to be recorded at the State Department of Assessments and Taxation of the State of Maryland.

FINANCING STATEMENT

1.	<u>Debtor</u>	<u>Address of all Debtors</u>
	Four Corners Corporation, Inc., T/A Four Corners Liquors	3439 Sweet Air Road Phoenix, Maryland 21131

2.	<u>Guarantors</u>	<u>Address of all Guarantors</u>
	Frank Bartucca Rosalie Bartucca James Bartucca Elizabeth Bartucca	511 Old Pasture Lane Severna Park, Maryland 21146

2.	<u>Secured Parties:</u>	<u>Address of Secured Party:</u>
	The Sparks State Bank	14804 York Road Sparks, Maryland 21152

RECORD FEE 16.00
POSTAGE 50
#21623 0345 R01 114634
JAN 14 '86

3. This Financing Statement covers

(a) All, machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, inventory, other personal property of every kind and nature whatsoever, other consumable goods, now owned or hereafter acquired by Debtor, now or hereafter located at 3439 Sweet Air Road, Phoenix, Maryland 21131 and used or usable in connection with any present or future business or operation of the Debtor, including, but without limiting the generality of the foregoing, all heating, ventilating, lighting, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors, transformers, generating equipment, pumps, tanks, ducts, conduits, wires, switches, electrical fixtures, fans, switchboards and telephone equipment (except that leased from a telephone company), piping, tubing, plumbing equipment and fixtures; all refrigeration, air conditioning (units and systems), cooling, ventilating, sprinkling, water, power and communications systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all

1986 JUN 14 PM 2:33

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97

partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas and electrical fixtures, refrigerators, garbage disposals, cabinets, mirrors, floor coverings, carpets, rugs, draperies, chairs, stands, televisions, tables, restaurant and bar equipment and fixtures, furniture, furnishings and accessories; all security systems, and all renewals or replacements thereof or articles in substitution therefor whether now located or hereafter located or installed or used or usable in the operation of the business conducted at 3439 Sweet Air Road, Phoenix, Maryland 21131, including all beer, wine and liquor licenses and particularly beer, wine and liquor license No. 4660 and all renewals or replacements thereof; all traders and other licenses of Debtor located at and appertenant to the above location.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described business and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, management agreements, guaranties, licenses and leases and all rights, accounts and proceeds due thereunder, contracts, permits, bonds, deposits and payments and refunds and return of premiums, proceeds of insurance and condemnation, any charges and fees thereunder relating or appertaining to the said land and collateral and its use.

4. The aforesaid items are included as security in a Security Agreement given by Debtor and Guarantors, securing an indebtedness owed by Debtor to The Sparks State Bank.

5. Proceeds of collateral are covered hereunder.

DEBTOR

FOUR CORNERS CORPORATION, INC.
T/A FOUR CORNERS LIQUORS

BY: Frank Bartucca
Frank Bartucca, President

SECURED PARTIES

THE SPARKS STATE BANK

BY: Bradley G. Moore
Bradley G. Moore,
Executive Vice President

GUARANTORS

Frank Bartucca
Frank Bartucca

Rosalie Bartucca
Rosalie Bartucca

James Bartucca
James Bartucca

Elizabeth Bartucca
Elizabeth Bartucca

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to: Jerry S. Sopher, Esquire, One East Redwood Street, Baltimore, Maryland 21202.

Mail to Ressnick Sopher

259004

LIBER - 493 PAGE 535

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)
BAP-Tustin, Inc.
7223 Parkway Drive
Suite 104
Hanover, Maryland 21076

2 Secured Party(ies) and address(es)
Crocker National Bank, as
Trustee
333 South Grand Street, 5th Floor
Los Angeles, Calif. 90071

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

The property described in Schedule B hereto which property is located on or used in connection with the Land described in Schedule A hereto

Record Owner of Premises:
BAP-Tustin, Inc.

Recordation tax does not apply.

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

RECORD FEE 25.00
POSTAGE .50
#21644 0777 801 108:45
JAN 14 1986

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: 5

BAP-Tustin, Inc.
By: [Signature]
Signature(s) of Debtor(s)

Pres.
Title

Crocker National Bank, as Trustee
By: [Signature] VP. P.T.O.
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

SCHEDULE B to FINANCING STATEMENT

All of Debtor's right, title and interest in:

(i) all buildings, structures and other improvements now or hereafter located on the land described in Schedule A hereto (the "Land") and all fixtures now or hereafter attached to, located in, or used in connection with any such buildings, structures or improvements (the "Improvements");

(ii) all rights of way or use, servitudes, licenses, easements, tenements, hereditaments, privileges, agreements and appurtenances now or hereafter belonging or pertaining to any of the foregoing;

(iii) all the items of equipment now or hereafter owned by the Debtor, including, without limitation, all of the components thereof, now or at any time hereafter affixed or attached to or located in or upon the Land which are necessary for operation or maintenance of the Improvements upon the Land, including, without limitation, all heating, lighting, incinerating, refrigerating, ventilating, air-conditioning, air-cooling, lifting, fire extinguishing, plumbing, power equipment and apparatus, all gas, water and electrical equipment, all elevators, escalators, storm doors, storm windows, shades, awnings, wall beds, conduits, ducts and compressors (the "Equipment");

(iv) all additional or substituted equipment now or hereafter owned by the Debtor;

(v) the Lease and Agreement, dated as of December 13, 1985, by and between the Debtor, as successor in interest to Bell Atlantic Properties, Inc., as lessor, and Sorbus, Inc., as lessee, (the "Lessee") and all other leases or subleases covering the Land or Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interests of the Debtor thereunder, including without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

(vi) all equipment, machinery, fixtures, and other items of property, including all components thereof, now or hereafter located in, on or used in connection with, the Improvements or necessary to the operation or maintenance thereof, including, without limitation, all furnaces, boilers, heaters, electrical equipment, heating, plumbing, refrigerating, ventilating, waste disposal, air-cooling and air-conditioning apparatus, sprinkler systems and fire and theft protection equipment (other than Lessee's Equipment) and which are hereby deemed by the parties hereto to constitute real estate under the laws of the State of California, together with all replacements, modifications, alterations and additions thereto;

(vii) all rents, issues, profits, royalties, income and other benefits derived from the Land or Improvements,

(viii) all interests, estate or other claims, both in law and in equity, which the Debtor now has or may hereafter acquire in, relating to or arising out of the Land or Improvements, including without limitation, all of the Debtor's estate, right, title and interest with respect to all condemnation or insurance proceeds;

(ix) all tangible personal property now or at any time hereafter located on or appurtenant to the Land and used in connection with the management or operation of the Land or Improvements except those items of personal property, equipment and fixtures either owned by the Lessee or leased by the Lessee from another person or entity;

(x) all deposits or other security or advance payments, if any, including rental payments made by or on behalf of the Debtor to others with respect to (i) insurance policies relating to all or any part of the secured property, (ii) utility service for all or any part thereof, (iii) cleaning, maintenance, repair or similar services for all or any part of the secured property, (iv) refuse removal

LIBER - 493 PAGE 538

or sewer service for all or any part of the secured property, (v) rental of equipment, if any, used in the operating by or on behalf of the Debtor of all or any part of the secured property and (vi) parking or similar services or rights afforded to all or any part of the secured property.

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SCHEDULE A

Description of Land

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF TUSTIN, DESCRIBED AS FOLLOWS:

PARCEL 2, AS SHOWN ON A MAP FILED IN BOOK 52, PAGE 38 OF PARCEL MAPS (A COPY OF WHICH PAGE IS ATTACHED HERETO), IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ANY AND ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN, GEOTHERMAL STEAM, AND ALL PRODUCTS DERIVED FROM ANY OF THE FOREGOING, THAT MAY BE WITHIN OR UNDER THE LAND, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND STORING IN AND REMOVING THE SAME FROM THE LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE CONVEYED HEREBY, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES; WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 500 FEET OF THE SUBSURFACE OF THE LAND AS RESERVED IN THE DEED FROM THE IRVINE COMPANY, A MICHIGAN CORPORATION, SUCCESSOR BY MERGER WITH IRVINE INDUSTRIAL COMPLEX, A CALIFORNIA CORPORATION, RECORDED MAY 30, 1980 IN BOOK 13622, PAGE 996 OFFICIAL RECORDS.

SHEET 1 OF 1 SHEET
SCALE: 1" = 100'

PARCEL MAP

R.S.T. 6198

29 546
JUN 17 1973

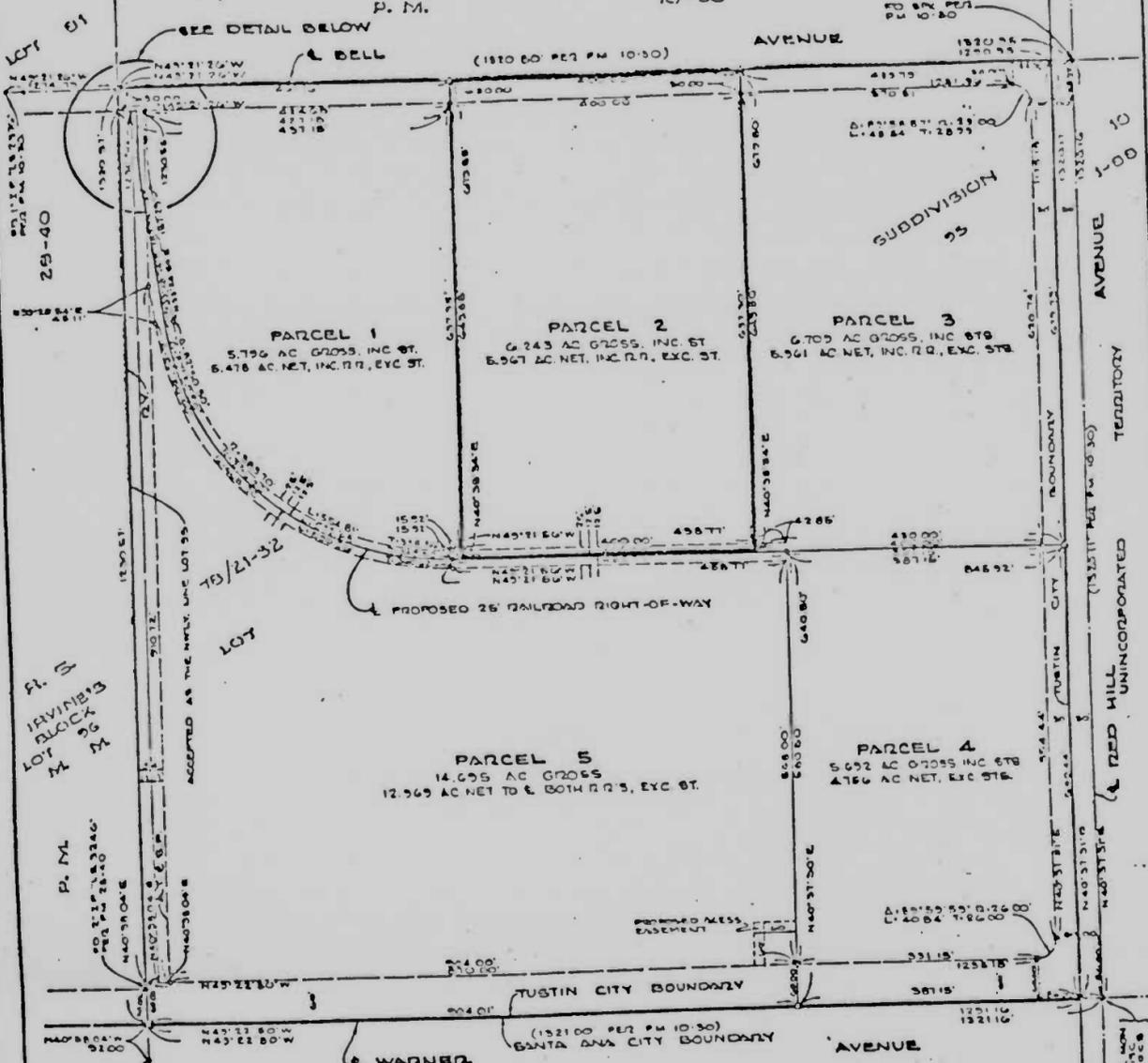
IN THE CITY OF TUSTIN, ORANGE COUNTY, CALIFORNIA
BEING A DIVISION OF LOT 25 OF BLOCK 10 OF IRVINE'S
SUBDIVISION PER MAP RECORDED IN BOOK 1 PAGE 88 OF
MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY,
CALIFORNIA. GERALD F. OLDENBURG, L.S. 3246
FEBRUARY, 1973
WILLIAMSON & SCHMID, CML ENGINEERS

29 546
JUN 17 1973
G. F. OLDENBURG, L.S. 3246
AT REQUEST OF
WILLIAMSON & SCHMID, CML ENGINEERS

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P. M.

101-30



BASIS OF BEARINGS
BEARINGS HEREON ARE BASED ON THE BURN LINE OF LOT 26, BLOCK 10, IRVINE'S SUBDIVISION, BEING 1/4 SECTION 26, T. 28 N., R. 20 E., RECORDS OF ORANGE COUNTY, CALIFORNIA.

MONUMENT NOTES
 ○ INDICATES NET 2" IRON PIPE TRAPED 1/5 2346.
 ● INDICATES FOUND MONUMENTS AS NOTED.
 ▲ SET STAKE & MOULDER STAMPED "L.S. 3246".

THIS MAP WAS PREPARED UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AT THE REQUEST OF WILLIAMSON & SCHMID, CML ENGINEERS, 15735 S. GARDEN, TUSTIN, CALIFORNIA. I HEREBY CERTIFY THAT ALL PROVISIONS OF APPLICABLE STATE AND LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.

Gerald F. Oldenburg
GERALD F. OLDENBURG, L.S. 3246

NOTE: THIS MAP IS EXCLUDED FROM SECTION 118790.05 OF THE SUBDIVISION MAP ACT IN THAT THE PROPERTY IS ZONED P.C. INDUSTRIAL.

THIS MAP HAS BEEN EXAMINED THIS 27th DAY OF JUNE 1973 FOR CONFORMANCE WITH THE REQUIREMENTS OF SECTION 118790.05 OF THE SUBDIVISION MAP ACT.

John G. Gutter
JOHN G. GUTTER, L.S. 3246
CITY ENGINEER

EXAMINED AND APPROVED THIS 27th DAY OF JUNE 1973.

Robert W. Miller
ROBERT W. MILLER, L.S. 3246
COUNTY SURVEYOR ORANGE COUNTY SURVEYOR

Mail to Crater Rail

TO BE RECORDED:

- Among the Land Records of Anne Arundel County
- Among the Financing Statement Records of Anne Arundel County
- Among the Records of the State Department of Assessments and Taxation of Maryland

Not Subject to Recordation Tax

Principal Amount is \$1,097,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same loan.

FINANCING STATEMENT

RECORDS FEE 14.00
STAMPAGE 50
721587 0345 R01 T14-1.0
JAN 15 86

1. Debtor: Address:
William J. Wroten
Jean L. Wroten 1319 Kinloch Circle
Arnold, Maryland 21012
2. Secured Parties:
a) Mercantile Mortgage Corporation 200 East Redwood Street
Baltimore, Maryland 21202
b) Mercantile-Safe Deposit and Trust Company Two Hopkins Plaza
Baltimore, Maryland 21201
3. Maturity Date of Obligation January 9, 1987
4. This Financing Statement Covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and 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

1986 JAN 16 PM 11:10
RECORDED & INDEXED
MORTGAGE DIVISION

mp

1400
33

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 purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

- 5. The aforesaid items are included as security in a Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith given by Debtor to Secured Parties, and recorded or intended to be recorded among the Land Records of Anne Arundel County to secure an indebtedness by the Debtor to Mercantile Mortgage Corporation and Mercantile-Safe Deposit and Trust Company and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
- 6. Proceeds of collateral are covered hereunder.
- 7. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

Debtor:

Secured Parties:

Mercantile Mortgage Corporation

William J. Wroten
William J. Wroten

By: Paul W. Parks (SEAL)
Paul W. Parks, Executive
Vice President

Mercantile-Safe Deposit and
Trust Company

Jean L. Wroten
Jean L. Wroten

By: Bruce T. Hughes (SEAL)
Bruce T. Hughes, Senior
Vice President

Dated: January 10, 1986

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MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

Laurence B. Raber, Esquire
Reese and Carney
10715 Charter Drive
Columbia, Maryland 21044

LBR/dca/c

FINANCING STATEMENT

260000

Identifying File No. _____

THE AMOUNT OF TAXABLE DEBT SUBJECT TO RECORDATION TAX AS PART OF THIS TRANSACTION IS: \$0.00. ALL RECORDATION TAXES HAVE BEEN PAID IN CONNECTION WITH THE FILING OF A DEED OF TRUST WHICH ALSO SECURES THIS TRANSACTION.

This financing statement dated January 14, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR:

MINNCO, Inc.
P.O. BOX 310
ARNOLD, MARYLAND 21012

2. SECURED PARTY:

BAY NATIONAL BANK
2661 RIVA ROAD
ANNAPOLIS, MARYLAND 21401

3. MATURITY DATE OF OBLIGATION: January 14th, 1987

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

All furniture, fixtures, machinery, equipment, inventory, accounts receivable, general intangibles, instruments and money due to the above named debtor arising out of the operation of the Debtor's business.

5. THE PROCEEDS OF COLLATERAL ARE ALSO COVERED.

RECORD FEE 11.00
POSTAGE .50
#21894 0345 001 111435

DEBTOR:

MINNCO, INC.

SECURED PARTY:

BAY NATIONAL BANK

JAN 16 1986

mp By: Charles M. Kelly
CHARLES M. KELLY, President

By: [Signature]

RETURN TO:
Council, Baradel, Kosmerl & Nolan, P.A.
222 Severn Avenue, P.O. Box 3323
Annapolis, Maryland 21403-0323

4781D-411

11.6
2

STATE OF MARYLAND

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FINANCING STATEMENT FORM UCC-1

Identifying File No. 260037

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

If transaction or transactions wholly or partially subject to 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 WOODDELL, Dr. James B. & Joseph Passaro

Address 3102 Davidsonville Rd.; Davidsonville, MD 21035

2. SECURED PARTY

Name HPSC, Inc.

Address 25 Stuart St.; Boston, MA 02116

RECORD FEE 12.00
POSTAGE 50
#11739 0345 R02 T13:01
JAN 16 98

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

3. Maturity date of obligation (if any) _____

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

See Form "A" Attached

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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 James B. Wooddell
(Signature of Debtor)

Dr. James B. Wooddell
Type or Print Above Name on Above Line

X Joseph Passaro
(Signature of Debtor)

Joseph Passaro
Type or Print Above Signature on Above Line

Joe Nerba
(Signature of Secured Party)

HPSC, Inc.
Type or Print Above Signature on Above Line

1200
0345

mp

1906 JAN 16 PM 1:03

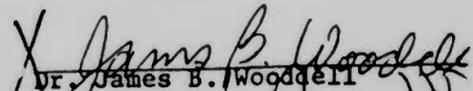
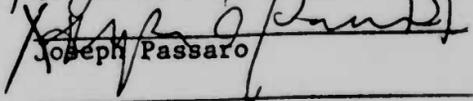


Form A

Lessee: Dr. Wooddell & Joseph Passaro

Schedule to Equipment

Quantity	Mfg.	Item Description
4	Dentech	AC970 Asst. carts w/cut outs for tub drawers, modules 3-way syringe, saliva ejectors & HP holders
1	DENTSPLY	MVS w/recycler
1	P&C	unit mtd light LFII Fantastic
1	PROMA	Light pole
1	PROMA	#425-03 unit chair mtd.
1	ROYAL	Series I chair
1	ROYAL	Dr. stool R02
5	ADEC	#11-0440-00 molded cups
3	KAVO	#182-3 handpiece (kit)
1	KAVO	#655-0714 F.O. Tubing 4 hole
1	HC	Lumix 70 x-ray
4	DENTAL EZ	#3700-005 USM-1 tub
4	DENTAL EZ	#3700-004 USM III trays
1	"	#3630-004 tub starter set
2	"	#3630-009 tray starter set


 Dr. James B. Wooddell

 Joseph Passaro

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260003

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT
~~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> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>	<u>FEE</u>
1691 Limited Partnership/a Maryland Limited Partnership		Trading as Crofton Country Club			13.00
		P. O. Box 3032, Crofton, Maryland 21114			.50

POSTAGE
#21154 CTTT R01 T13:31
JAN 16 86

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
STATE NATIONAL BANK OF MARYLAND,		11616 Rockville Pike,	Rockville,	Md. 20852

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

- All Equipment and Fixtures now owned or hereafter acquired by Debtor
 - All Accounts, including accounts receivable of Debtor, now existing or hereafter arising including without limitation, all debts arising out of the sale by Debtor of goods and/or services in the form of an open Account, Promissory Note, Chattel Paper, Draft, Trade Acceptance, other Instruments for the payment of money or any other form.
 - All Inventory including, without limitation, all goods held for sale or lease or being processed for sale or lease in Debtor's business, as now or hereafter conducted, including all materials, goods or work in process, finished goods or materials used or consumed in Debtor's business and any goods returned for any reason to Debtor for credit.
 - All Chattel Paper, Documents, Instruments and General Intangibles now owned or hereafter acquired by Debtor.
 - All assets, including but not limited to business goodwill, operating licenses and permits, contract rights and trade fixtures now owned or hereinafter acquired by Debtor.
- Promissory Note made by Charles S. Bresler, dated July 20, 1980, showing an original principal amount of \$300,000.00
(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. ~~X~~/K collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
SEE EXHIBIT "A" attached hereto and hereby incorporated by reference

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

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

1691 Limited Partnership, a Maryland Limited Partnership	(Seal)
BY: <u>[Signature]</u> (SEAL)	(Corporate, Trade or Firm Name)
WILLIAM D. BERKSHIRE, General Partner	Signature of Secured Party or Assignee
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

MP

1986 JAN 16 PM 1:57

AUDREY COLLISON
CLERK

KATZ, FROME AND SLAN, P.A.
 ATTORNEYS AT LAW
 10605 CONCORD STREET
 KENSINGTON, MD. 20895

RETURN TO:

EXHIBIT "A"

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.

260039

LIBER - 493 PAGE 550

FINANCING STATEMENT

TO BE RECORDED AMONG THE
FINANCING STATEMENT RECORDS OF:

- (a) Maryland State Department of Assessments and Taxation
- (b) Circuit Court for Anne Arundel County, Maryland

NOT SUBJECT TO
RECORDATION TAX

RECORD FEE 13.00
 POSTAGE 4.00
 REC'D 0777 001 11:34
 JAN 16 86

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

- 1. NAME AND ADDRESS OF DEBTOR: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21401
Attn: County Executive
- 2. NAME AND ADDRESS OF SECURED PARTY: AMERICAN SECURITY BANK,
NATIONAL ASSOCIATION
635 Massachusetts Avenue
Washington, D.C. 20001
Attn: Corporate Trust
Department

3. This Financing Statement covers the following types (or items) of property whether now owned or hereafter acquired by the Debtor:

(i) All right, title and interest of the Debtor in the Loan Agreement (the "Loan Agreement") executed among the Debtor, and Capital-Gazette Communications, Inc. (the "Borrower"), together with the \$6,000,000 Promissory Note executed by the Borrower pursuant to the Loan Agreement and which is assigned without recourse to the Secured Party (the "Note") itself, and all amendments, modifications and renewals thereof, reserving, however, the rights expressly stated to be those of the Issuer under Sections 5.6, 6.5, 6.6, 8.2, 10.4 and 11.3 of the Loan Agreement and all enforcement remedies with respect thereto.

(ii) All right, title and interest of the Debtor in and to

(a) the principal and interest payments and other payments required to be made by the Borrower under the Agreement and the Note (other than amounts which represent

1300

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payments made with respect to the purchase of Bonds pursuant to Article IV hereof and any other payments to the extent they are made by drawings under the Letter of Credit (as defined in the Indenture) and any income or proceeds from the investment of any thereof, and except for payments to be made to the Secured Party for services rendered as Secured Party under the Indenture as as bond registrar and paying agent for the Bonds and except for expenses, indemnification and other payments expressly required to be made to the Debtor pursuant to Sections 5.6, 6.5, 6.6 and 10.4 of the Loan Agreement and payments of taxes and other similar charges to the Debtor; and

(b) any other revenues of the Debtor arising out of or in connection with the Debtors financing of the Series B Project (as such term is defined in the Indenture) for the Borrower (other than those referred to in the parenthetical in clause (a) above).

(iii) All right, title and interest of the Debtor in and to all amounts on deposit from time to time in the Series A Bond Fund (defined in the Loan Agreement) and the Series A Construction Fund (defined in the Loan Agreement), and any investments in which such amounts may be invested and the income therefrom and proceeds thereof (other than amounts in the Series A Bond Fund drawn under the Letter of Credit (defined in the Loan Agreement), and investments in which such amounts are invested and the income therefrom and proceeds thereof, as to which the Issuer has no right, title or interest), subject to the provisions of the Indenture by and between the Secured Party and the Debtor of even date herewith (the "Indenture") relating to the Anne Arundel County, Maryland Economic Development Revenue Bonds (West Capital Associates-Capital Gazette Communications, Inc. Project) Series A (the "Bonds") and the Series A Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

(iv) Any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind, given, granted, sold, assigned, pledged, conveyed, mortgaged or transferred, or as to which a security interest is granted as and for additional security under the Indenture, by the Debtor or by anyone on its behalf or with its written consent, to the Secured Party, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Indenture;

(v) All products of the foregoing; and

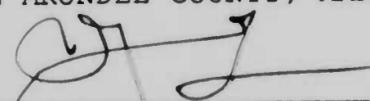
5169G

LIBER - 493 PAGE 552

(vi) All cash and non-cash proceeds of the foregoing.

Debtor:

ANNE ARUNDEL COUNTY, MARYLAND

By: 

O. James Lighthizer
County Executive

December 1, 1985

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

260010

LIBER - 493 PAGE 553

FINANCING STATEMENT

TO BE RECORDED AMONG THE
FINANCING STATEMENT RECORDS OF:

- (a) Maryland State Department of
Assessments and Taxation
- (b) Circuit Court for Anne
Arundel County, Maryland

NOT SUBJECT TO
RECORDATION TAX

RECORD FEE 13.00
POSTAGE 50
#21758 6777 601 113434
JAN 16 86

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

1. NAME AND ADDRESS
OF DEBTOR:

ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21401
Attn: County Executive

2. NAME AND ADDRESS
OF SECURED PARTY:

AMERICAN SECURITY BANK,
NATIONAL ASSOCIATION
635 Massachusetts Avenue
Washington, D.C. 20001
Attn: Corporate Trust
Department

3. This Financing Statement covers the following types
(or items) of property whether now owned or hereafter acquired
by the Debtor:

(i) All right, title and interest of the
Debtor in the Loan Agreement (the "Loan Agreement") executed by
and between the Debtor, and Capital-Gazette Communications,
Inc. (the "Borrower"), together with the \$2,000,000 Promissory
Note executed by the Borrower pursuant to the Loan Agreement
and which is assigned without recourse to the Secured Party
(the "Note"), and all amendments, modifications and renewals
thereof, reserving, however, the rights expressly stated to be
those of the Issuer under Sections 5.6, 6.5, 6.6, 8.2, 10.4 and
11.3 of the Loan Agreement and all enforcement remedies with
respect thereto.

(ii) All right, title and interest of the
Debtor in and to

(a) the principal and interest payments and other
payments required to be made by the Borrower under the Loan
Agreement and the Note (other than amounts which represent
payments made with respect to the purchase of Bonds
pursuant to Article IV hereof and any other payments to the

1300.

1986 JAN 16 PM 1:57

E. J. HILLISON

MP

extent they are made by drawings under the Letter of Credit (as defined in the Indenture) and any income or proceeds from the investment of any thereof, and except for payments to be made to the Secured Party for services rendered as Secured Party under the Indenture and as bond registrar and paying agent for the Bonds and except for expenses, indemnification and other payments expressly required to be made to the Debtor pursuant to Sections 5.6, 6.5, 6.6 and 10.4 of the Loan Agreement and payments of taxes and other similar charges to the Debtor); and

(b) any other revenues of the Debtor arising out of or in connection with the Debtor's financing of the Series B Project (as such term is defined in the Indenture) for the Borrower (other than those referred to in the parenthetical in clause (a) above).

(iii) All right, title and interest of the Debtor in and to all amounts on deposit from time to time in the Series B Bond Fund (as defined in the Loan Agreement) and the Series B Construction Fund (hereinafter defined in the Loan Agreement), and any investments in which such amounts may be invested and the income therefrom and proceeds thereof (other than amounts in the Series B Bond Fund drawn under the Letter of Credit (hereinafter defined in the Loan Agreement), and investments in which such amounts are invested and the income therefrom and proceeds thereof, as to which the Issuer has no right, title or interest), subject to the provisions of the Indenture by and between the Secured Party and the Debtor of even date herewith (the "Indenture") relating to the Anne Arundel County, Maryland Economic Development Revenue Bonds (West Capital Associates--Capital-Gazette Communications, Inc. Project), Series B (the "Bonds") and the Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(iv) Any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind, given, granted, sold, assigned, pledged, conveyed, mortgaged or transferred, or as to which a security interest is granted as and for additional security under the Indenture, by the Debtor or by anyone on its behalf or with its written consent, to the Secured Party, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Indenture;

(v) All products of the foregoing; and

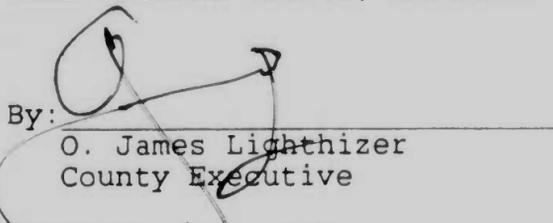
5158G

LIBER - 493 PAGE 555

(vi) All cash and non-cash proceeds of the foregoing.

Debtor:

ANNE ARUNDEL COUNTY, MARYLAND

By: 
O. James Lighthizer
County Executive

December 1, 1985

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

200011

LIBER - 493 PAGE 556

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)
Kelly Vending Inc.
300 Legion Avenue
Annapolis, MD 21401

2. Secured Party(ies) and address(es)
Bally Banner Company
7160 Ambassador Road
Baltimore, MD 21207

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

RECORD FEE 11.00
POSTAGE .50
#21758 0777 R01 11344
JAN 16 86

4. This financing statement covers the following types (or items) of property:
- 1 Rowe R4932 #3337
 - 1 Mars MC5000 #51007270
 - 5 APC 6632 #2784, 2787, 2791, 2786, 2781
 - 5 Mars MC5000 #509-15884, 15874, 15563, 15966, 16059
 - 6 APC 6632 #03270, 2344, 03275, 03277, 03274, 02723
 - 6 Mars MC5000 #510-01607, 13019, 07277, 13031, 07255, 507-10962

5. Assignee(s) of Secured Party and Address(es)
GLAC, Inc.
10601 W. Belmont Ave.
Franklin Park, IL 60131

CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX

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

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

Filed with:

Kelly Vending, Inc.
By: Robert L. Sauls, Pres.
Signature(s) of Debtor(s)

Bally Banner Company
By: Edward A. Richards
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

mp

1986 JAN 16 PM 1:58

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Sam Steinberg and Cecille Steinberg	3109 226 1752	Northampton St. Massachusetts Ave Ebling Trail	Washington, D.C. Washington, D.C. Annapolis, MD	20015 20814 21401

Name of Secured Party or assignee	No.	Street	City	State
Heritage International Bank	7126	Wisconsin Avenue	Bethesda, MD	20814

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 ATTACHED

RETURN TO:
1986 JAN 16 PM 2:02

mp

RECORD FEE 14.00
POSTAGE 50
#11732 C345 R02 T14:03
JAN 16 86

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

CHECK THE LINES WHICH APPLY

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

Debtor(s) or assignor(s)

Sam Steinberg
SAM STEINBERG
Cecille Steinberg
CECILLESTEINBERG

(Type or print name under signature)

HERITAGE INTERNATIONAL BANK (Seal)

(Corporate, Trade or Firm Name)

[Signature]
Signature of Secured Party or Assignee

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

1400
150.

Borrower(s) Name(s) & Address(es)	Samuel & Cecile Steinberg 3109 Northampton St., NW Washington, D.C. 20015	Lender's Name & Address	Heritage International Bank 7125 Wisconsin Avenue Bethesda, Maryland 20814	Inception Date Date Maturity Date	Jan. 10 19 86 Jan. 9 19 93	Loan No. Loan Amt \$	
--------------------------------------------	---------------------------------------------------------------------------------	----------------------------------	----------------------------------------------------------------------------------	-----------------------------------------	-------------------------------	-------------------------	--

undersigned Borrower(s) (if more than one, jointly and severally and hereinafter, whether one or more, called Borrower) promises to pay to the order of the above-named Lender (at the Lender's address shown above) the Principal Sum of a Hundred Eighty-five Thousand and 00/100 (\$185,000.00) Dollars, interest from January 10, 1986 until final maturity at the rate of see below % per annum, payable according to the following payment schedule:
 Upon demand. (b) Upon demand, but if no demand is made, then on _____, 19____ (c) On _____, 19____
 Interest is due and payable February 10, 1986 & March 10, 1986 and at the maturity indicated
 If checked, this Note is payable in 82 equal installments of \$ 2006.07 each, beginning April 10, 19 86, on the same day of each month thereafter until January 9, 19 93, when the unpaid balance of principal and interest shall be due and payable
 Principal advances may be made until April 9, 1986

ADJUSTABLE INTEREST RATE If checked, the interest rate on this Note is subject to change from that stated above, so as to be one percent (1%) above following selected Index Rate:
 Heritage International Bank's Base Rate as it may exist from time to time.

Variable interest rate applies to this Note. (a) the amounts of all payments scheduled above will be adjusted to reflect changes in the effective interest rates, and no Post-Maturity interest rate is specified below, the interest rate after final maturity will be the interest rate in effect at final maturity.
 The interest rate on this Note shall not be less than the annual rate of _____ per cent The interest rate on this Note shall not exceed the annual rate of _____ per cent.
 Notwithstanding anything to the contrary contained herein, the interest rate on this Note shall at no time exceed the highest contract rate permitted by law. Changes in the Index Rate shall take effect on this Note on the same day, on the day following the day, on the first day of the _____ following the day, such changes in the Index Rate take effect.

PREPAYMENT If checked, Lender has the right to impose a penalty upon prepayment. If not checked, Borrower may prepay this Note at any time prior to maturity without penalty. Any partial prepayments shall not relieve or diminish any scheduled subsequent payments of principal or interest until all obligations are paid in full.
 POST MATURITY INTEREST The unpaid principal amount of this Note shall bear interest after final maturity, including maturity by acceleration, as stated below:
 on the same fixed or variable rate basis in effect before maturity.
 at a rate equal to _____
 PREPAYMENT If checked, Lender has the right to impose a penalty upon prepayment. If not checked, Borrower may prepay this Note at any time prior to maturity without penalty. Any partial prepayments shall not relieve or diminish any scheduled subsequent payments of principal or interest until all obligations are paid in full.
 ASSIGNMENT OF JUDGMENT If checked, Borrower agrees to the paragraph on the reverse side confessing judgment.

SECURITY (a) In addition to Lender's right of set-off set forth on the reverse side, Lender is secured by the proceeds and unearned premiums of any insurance policy issued by the Borrower in connection with the Loan evidenced hereby. Borrower agrees to keep any Collateral securing this Note insured against such risks, with such insurance, and upon such additional terms and conditions as Lender may reasonably require. Lender shall be named as additional loss payee under said policies. Lender hereby authorized (but not required or obligated) to act as attorney in fact for Borrower in making and settling claims under said policies and endorsing Borrower's signature on any drafts or checks paying losses under said policies. (b) This Note may be secured by prior or subsequent security documents notwithstanding that such security is not indicated hereon. (c) Borrower hereby grants to Lender a Security Interest in all other personal property of the Borrower of every kind and description which is now or hereafter comes into the possession of the Lender for any reason, including, but not limited to property delivered to Lender for safekeeping, or for sale or exchange, and all dividends and distributions on and other rights in connection with such property.

- If checked, this Note is secured by a separate Deeds of Trust dated January, 19 86
- If checked, this Note is secured by the Security Agreement hereafter and Borrower hereby grants to the Lender a Security Interest under the Uniform Commercial Code in the following described Collateral:
- INVENTORY. All inventory of the Borrower, whether now owned or hereafter acquired and wherever located
- EQUIPMENT. All equipment of the Borrower, whether now owned or hereafter acquired, including but not limited to all present and future machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and record keeping equipment, parts and tools, and the goods described in any equipment list or schedule herewith or hereafter furnished to Lender by Borrower (but no such schedule or list need be furnished in order for the Security Interest granted herein to be valid as to all Borrower's equipment)
- FARM PRODUCTS. All farm products of the Borrower, whether now owned or hereafter acquired including but not limited to (i) all poultry and livestock and their young, products thereof and produce thereof, (ii) all crops, whether annual or perennial, and the products thereof and (iii) all feed, seed, fertilizer, medicines and other supplies used or produced by Borrower in farming operations
- ACCOUNTS AND OTHER RIGHTS TO PAYMENT. Each and every right of the Borrower to the payment of money, whether such right to payment now exists or hereafter arises, whether such right to payment arises out of a sale, lease or other disposition of goods or other property by the Borrower, out of a rendering of services by the Borrower, out of a loan by the Borrower, out of the overpayment of taxes or other liabilities by the Borrower or otherwise arises under any contract or agreement, whether such right to payment is or is not already earned by performance, and howsoever such right to payment may be evidenced, together with all of the rights and interest (including all liens and security interest) which Borrower may at any time have by law or agreement against any account debtor or other obligor obligated to make any such payment or against any of the property of such account debtor or other obligor, all including but not limited to all present and future debt instruments, chattel papers, accounts, loans and obligations receivable and tax refunds.
- GENERAL INTANGIBLES. All general intangibles of the Borrower, whether now owned or hereafter acquired, including but not limited to, applications for patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use Borrower's name
- In addition to any property generally described above, the following Collateral:

A LATE CHARGE OF 5% OF PAYMENT AMOUNT SHALL BE DUE IF PAYMENT IS NOT MADE WITHIN 15 DAYS OF DUE DATE.

Borrower with all parts, accessories, repairs, improvements and accessions thereto, and proceeds, products and issue therefrom now or hereafter at any time made or received. (See other side for additional terms.)

Purpose of Credit: Start-up capital for new restaurant
 If checked, this is a Purchase Money Loan.
 If checked, Borrower will use Collateral listed on this Security Agreement for:
 Farming operations Business purposes

Person who signs within this enclosure hereby grants to the Secured Party Security Interest in the Collateral listed in Paragraph (e) but assumes no personal obligation to repay this Loan.
 Signed _____ Date _____

(AUTHORIZED SIGNATURE OF LENDER-SIGN ONLY IF NECESSARY FOR FILING THIS DOCUMENT OR A COPY HEREOF)
ISSUING NOTE & SECURITY AGREEMENT
 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 FORM PNSV-MD 2/4/85

Description of Real Estate if above Collateral is crops, growing or to be grown, timber, minerals (including oil or gas) or fixtures _____
 If other than Borrower, name of Record Owner _____

If checked, this Agreement is to be filed (for record) in the real estate records.
 I AGREE TO THE TERMS SET OUT ON THE FRONT AND BACK OF THIS AGREEMENT. I have received a copy of this document on today's date.

SIGN X Samuel Steinberg (Borrower)
 HERE XX Cecile Steinberg (Borrower)
 XXX _____ (Borrower)
 Notice: See other side for important information which is part of this document.

- To be recorded
- (1) in the Land Records of Anne Arundel County;
 - (2) in the Financing Statement Records of Anne Arundel County; and
 - (3) with the State Department of Assessments and Taxation.

Not subject to recordation tax
Principal amount is **260013**
\$576,000.00

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

FINANCING STATEMENT

- 1. Debtor: Mailing Address of Debtor:
SPINNAKER RUN ANNAPOLIS, INC., a corporation organized and existing under the law of Maryland 2563 Forest Drive
Annapolis, Maryland 21401
- 2. Secured Party: Address of Secured Party:
STERLING SAVINGS ASSOCIATION, a savings and loan association organized and existing under the law of Maryland, 106 Old Court Road
Pikesville, Maryland 21208
- 3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

FEE 15.00
50
0345 R01 11:32
JAN 16 86

153

MP

1986 JAN 16 PM 2:34
AUBREY COLLISON
CLERK

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to Gregory L. Reed and Charles D. Frazer, trustees for Sterling Savings Association, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Sterling Savings Association.

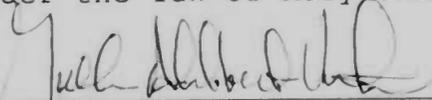
5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said deed of trust and security agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$576,000. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

SPINNAKER RUN ANNAPOLIS,
INC., a corporation
organized and existing
under the law of Maryland

by 
Zolton Adelburt Kuthy,
President

Date: December ^{23rd}, 1985

To the Filing Officer: After this Statement has been recorded, please mail the same to Pathmark Title Company, Suite 314, 5550 Sterrett Place, Columbia, Maryland 21044.

EXHIBIT A

LIBER - 493 PAGE 562

All those lots of ground situate in Anne Arundel County, in the State of Maryland, and described as follows, that is to say:

BEGINNING for the first and being known and designated as Lots Nos. 34 and 35 as shown on Plat entitled "Plat 3, Section 1, Harnesses Gardens", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 59, Folio 40.

BEGINNING for the second and being known and designated as Lots Nos. 95, 97, and 108 as shown on Plat entitled "Plat 3, Section 3, Harnesses Gardens", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 62, Folio 45.

260011

FINANCING STATEMENT

LIBER - 493 PAGE 563

- 1. _____ To Be Recorded in the Land Records.
- 2. X 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 \$85,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s) Address(es)

Nicholas Goldsborough, Glenn M. Hall, David S. O'Brien, and John P. McKim, by Glenn M. Hall, his Attorney-in-Fact, t/a SNAFU Joint Venture II Unit 4-B-4, Forest Office Park, Forest Drive, Annapolis, Maryland 21403

6. Secured Party Address

First National Bank of Maryland 83 Forest Plaza Annapolis, Maryland 21401

RECORD FEE 17.00
 POSTAGE .50
 #21787 0345 RM 114-57
 JAN 15 86

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



LAW OFFICES
 MANIS
 WILKINSON, SNIDER &
 GOLDSBOROUGH
 CHARTERED
 P. O. BOX 921
 ANNAPOLIS, MD 21404

(301) 263-8855

MP

17.00
 JL

RECEIVED IN RECORDS
 ANNE ARUNDEL COUNTY

1986 JAN 16 PM 3:01

E. AUBREY COLLISON

(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 on-cash proceeds and products 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:

SECURED PARTY:

SNAFU JOINT VENTURE II

FIRST NATIONAL BANK
OF MARYLAND

BY: *Nicholas Goldsborough* (SEAL)
NICHOLAS GOLDSBOROUGH

BY: *Paul J. [Signature]*
Vice President

BY: *Glenn M. Hall* (SEAL)
GLENN M. HALL

BY: *David S. O'Brien* (SEAL)
DAVID S. O'BRIEN

BY: *John P. McKim by Glenn M. Hall* (SEAL)
JOHN P. MCKIM, by GLENN M. HALL,
his Attorney-in-Fact *at [Signature]*

Address where Collateral
will be located:

Unit 4-B-4, Forest Office Park,
Forest Drive, Annapolis, MD 21403

Mr. Clerk: Please return to William H. Buck, P.O. Box 921, Annapolis,
Maryland 21404.

LAW OFFICES
MANIS
WILKINSON SNIDER &
GOLDSBOROUGH
CHARTERED
P O BOX 921
ANNAPOLIS MD 21404

(301) 263-8855

BEING shown and designed as Condominium Unit No. B-4-B on a Plat entitled "Forest Office Park Condominium, Phase 2, Building B" which is recorded among the Condominium Plat Records of Anne Arundel County, Maryland, in Condominium Plat Book 27, Pages 43 through 46, according to the Condominium Declaration dated February 12, 1985, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber EAC 3871, folio 101, as amended by First Amendment to Forest Office Park Condominium Declaration dated April 24, 1985, and recorded among the aforesaid Land Records in Liber EAC 3880, folio 274, as amended by Second Amendment to Forest Office Park Condominium Declaration dated June 17, 1985, and recorded among the aforesaid Land Records in Liber EAC 3936, folio 336, and as amended by Third Amendment to Forest Office Park Condominium Declaration dated December 23, 1985 and recorded among the aforesaid Land Records in Liber EAC 3998, folio 73; together with an undivided interest in the common elements of the condominium as declared in the Condominium Declaration to be appurtenant to such unit.

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257760.

RECORDED IN LIBER 487 FOLIO 553 ON August 5, 1985 (DATE)

1. DEBTOR

Name GLEN BURNIE TOWN CENTER ASSOCIATES LIMITED PARTNERSHIP
c/o Mr. John A. Luetkemeyer, Jr.
Address 32 South Street, Suite 300, Baltimore, Maryland 21202

2. SECURED PARTY

Name FIRST AMERICAN BANK OF MARYLAND
210 East Lombard Street, Baltimore, Maryland 21202
Address Attn: C. Wayne Davis, Vice President

Charles C. D. McGill, Miles & Stockbridge, 10 Light St., Balto., MD 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

<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: <u>AMENDMENT</u> (Indicate whether amendment, termination, etc.)
The original Financing Statement referred to above is hereby amended to reflect the Debtor's new address as follows: Glen Burnie Town Center Associates Limited Partnership 17 West Pennsylvania Avenue Towson, Maryland 21204	

RECORD FEE 10.00
#11758 0345 R02 T09:53
JAN 17 86

Debtor:

GLEN BURNIE TOWN CENTER ASSOCIATES
LIMITED PARTNERSHIP

By: [Signature] (SEAL)
John A. Luetkemeyer, Jr.,
General Partner

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]
(Signature of Secured Party)

C. Wayne Davis, Vice President
Type or Print Above Name on Above Line

By: [Signature] (SEAL)
J. Mark Schapiro,
General Partner

By: [Signature] (SEAL)
Leroy E. Kirby, Jr.,
General Partner

10.00
[Handwritten mark]

CHECK FORM OF STATEMENT

RECORDED
JAN 17 1986
11 11 AM '85

TO BE FILED IN THE
FINANCING STATEMENT RECORDS
IN ANNE ARUNDEL COUNTY

LIBER - 493 PAGE 567

260015

FINANCING STATEMENT

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

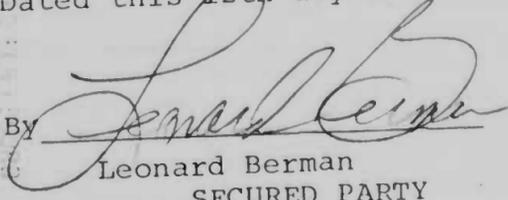
SECURED PARTY: Leonard Berman
211 Sumner Road
Annapolis, Maryland 21401

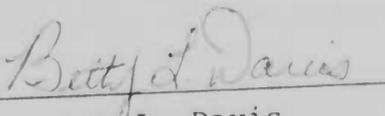
DEBTOR: Betty L. Davis
527 Point Field Drive
Millersville, Maryland 21108

1. This Financing Statement covers all of the following
property: The interest of the Debtor in the equipment listed as
Exhibit B attached hereto and made a part hereof.
2. This transaction is exempt from the Recordation Tax.
3. Such equipment is located on the real property more particularly
described on Exhibit A attached hereto.

Dated this 12th day of December, 1985.

RECORD FEE 17.00
POSTAGE .50
#11889 C237 R02 108:57
JAN 20 86

BY 
Leonard Berman
SECURED PARTY

BY 
Betty L. Davis
DEBTOR

RETURN TO: *MP* 

Susan D. Baker
929 North Howard Street
Baltimore, Maryland 21201

17.50

1506 JAN 20 AM 9:29
E. ARBERT COLLISON
CLERK

EXHIBIT A

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All that property known as 571 Revell Highway, Annapolis, Maryland, 21401, and described as follows:

BEGINNING for the same at the beginning point of the parcel of land secondly described in the conveyance from Orlando Ridout, III, et al., to Whitehall Investment Corporation, by deed dated June 26, 1963 and recorded among the Land Records of Anne Arundel County in Liber 1670, folio 3, said point being at the intersection of the southernmost right of way line of the State Road to the Chesapeake Bay Bridge as shown on State Roads Commission of Maryland, Plat No. 9894 with the westernmost line of the conveyance from Frank E. Ridout and wife to Orlando Ridout, Jr., by deed dated November 18, 1936, and recorded among the aforesaid Land Records in Liber F.A.M. No. 156, folio 345 thence leaving said outline and running with the southernmost right of way line of the Revell Highway and a part of the first line of the first above mentioned conveyance and referring the sources of this description to the Maryland State Grid Meridan South 71 degrees 48 minutes 40 seconds East 200.00 feet, thence leaving said lines and running two new lines of division, viz.: South 17 degrees 55 minutes 57 seconds West 435.60 feet; North 71 degrees 48 minutes 40 seconds West 200.00 feet to intersect the eighth line of the parcel of land conveyed by Orlando Ridout, III, et al., to Whitehall Investment Corporation, by deed dated April 29, 1965 and recorded among the aforesaid Land Records in L.N.P. No. 1857, folio 66, at a point 35.59 feet from the end of said line, thence binding on the remainder of said line and the sixth line of said Parcel No. 2 of the first above mentioned conveyance, and also binding along the easternmost side of a right of way 40 feet wide, with the use thereof in common with others binding thereon; North 17 degrees 55 minutes 57 seconds East 435.60 feet to the point of beginning, containing 2.000 acres of land more or less.

BEING the same property which by Deed dated November 28, 1966 and recorded among the Land Records of Anne Arundel County in Book 2027, Page 386 was granted and conveyed by C. Bowie Rose, trustee of Anne Arundel County and State of Maryland and Whitehall Investment Corporation, a body corporate of the State of Maryland as an undivided one-third interest to George P. Phillips and Joan W. Phillips, his wife, as tenants by the entirety, an undivided one-third interest to Leonard Berman and Rosalie Berman, his wife, as tenants by the entirety and an undivided one-third interest to David T. Brown and Anne Marie Brown, his wife, as tenants by the entirety.

EXHIBIT B

WHITEHALL INNFurniture and Equipment ListMAIN PUBLIC ROOM

77 chairs	12 (4 seat) tables
9 double booth seats	3 (6 seat) round tables
7 single booth seats	1 waitress station stand
15 booth tables	1 3-shelf bus cart
7 small (2-seat) tables	1 7 seat Banquette (booth)

LOBBY

1 (2 seat) bench with backrest	1 cigarette machine (Ahern vending)
2 benches	1 "spool" table (small)
2 chairs	

COURTYARD

15 (4 seat) tables
 60 wrought iron chairs
 1 waitress station stand
 1 metal bus stand

LINE KITCHEN

1 pass-thru salad box
 1 steam table unit with under refrigeration and sandwich unit
 1 4-slice toaster
 1 bread warmer
 1 ice cream freezer
 1 work table with sink
 1 dipper well with water line
 1 Litton Microwave
 1 Amana Radarange
 1 Vulcan oven with double salamander
 1 Wells double fryer (2 baskets)
 2 Vulcan fryers (4 baskets)
 1 Vulcan oven with hot top unit
 1 Star fryer and table

MAIN DINING ROOM COFFEE STATION

2 door refrigerator with sink and ice bin
 1 5-burner Bunn-a-matic coffee maker
 1 ice tea machine

COURTYARD COFFEE STATION AND SERVICE CORRIDOR

2 door refrigerator with ice bin.
 1 ice tea machine
 1 two light heat lamp warmer
 1 "Howard" upright freezer (Not Operating)
 1 six foot wooden table
 3 metal folding chairs
 4 high chairs

PREPARATION KITCHEN

- 1 3-compartment sink
- 1 double door 5' produce refrigerator
- 1 6-foot work table
- 3 portable Salad Bar Units
- 1 portable beverage bar
- 1 Blakeslee mixer
- 1 Globe slicer
- 1 slicer table
- 1 "Prawto" shrimp cutting machine
- 1 "Penn" Walk-in freezer with shelving (dunnage racks)
- 1 24-pan capacity rolling rack

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BACK KITCHEN AND DISHROOM

- 1 small "Frigid" cooler freezer
- 2 "Kold Draft" ice machines
- 1 "Slop" sink
- 1 "Shaeffer" freezer
- 1 Walk-in refrigerator with shelving
- 1 15-pan capacity rolling rack
- 1 3-compartment sink with shelving and pot rack
- 1 Dish Machine with shelving and dish racks

SERVICE BAR

- 1 Koch Beverage cooler (4 sliding doors) with shelving
- 1 Bar sink with drain and water
- 1 "EDI Easley Pour" liquer dispensing system
- 2 Champagne buckets and stands
- 1 Frigidaire ice machine
- 1 2-keg beer cooler
- 1 Bar sink with double drain and double ice bin with cold plate
- 1 Pepsi-Cola soft drink dispenser
- 2 Hamilton Beach bar mixers
- 1 NCR 250 Cash Register with 1 drawer table stand
- 1 Zee medical First Aid Box
- 1 American Express credit card imprinter
- 1 Hand sink with towel dispenser

MANAGER'S OFFICE

- 1 small "Diebold" safe
- 1 4-drawer filing cabinet

MAIN OFFICE

- 1 Desk
- 1 secretary's chair
- 1 4-drawer filing cabinet
- 1 Underwood typewriter with table
- 1 2-door filing cabinet
- 1 "Sharp" calculator

MISCELLANEOUS

- 1 Electro-lux Vacuum Cleaner
- 1 8 foot wooden ladder

260016

LIBER - 493 PAGE 571

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 David J. Wood T/A David J. Wood Contract Hauling
Address 8297 Elvaton Road, Millersville, MD 21108

2. SECURED PARTY

Name Jim Uhler Equipment Sales
Address Rt. 91 & 140, Finksburg, MD 21048
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)
"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

Assignee of the Secured Party:
Credit Alliance Corporation
P. O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David J. Wood T/A
David J. Wood Contract Hauling

David J. Wood
(Signature of Debtor)

David J. Wood
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jim Uhler Equipment Sales

Jim Uhler
(Signature of Secured Party)

Jim Uhler, President
Type or Print Above Signature on Above Line

*Leasing Service Corp.
500 DiGiulian Blvd.
P.O. Box 1680
Glen Burnie, MD*

71061-3259

RECORD FEE 18.00
POSTAGE 3.00
\$11.897 0237 R02 109:00
JAN 20 86

MP
1986 JAN 20 AM 9:29
E. JIMMY GILLISON

18.00

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 JAN 2 1986, as Seller/Lessor/Mortgagee

between Jim Uhler Equipment Sales and David J. Wood T/A (Name) David J. Wood Contract Moulding, 8297 Elvaston Road, Millersville, MD 21108 (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 \$ 26,576.64 day of JAN 2 1986, 19

IN WITNESS WHEREOF, we have hereunto set our hand and seal this day of JAN 2 1986, 19

Jim Uhler Equipment Sales (SEAL)
(Seller/Lessor/Mortgagee)

By James Uhler

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

CONDITIONAL SALE CONTRACT NOTE David J. Wood T/A

TO: Jim Uhler Equipment Sales (Seller)

FROM: David J. Wood Contract Hauling (Buyer)

Rt. 91 & 140, Finksburg, MD 21048 (Address of Seller)

8297 Elvaton Road, Millersville, MD 21108 (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 35 Ton Eager Beaver Trailer, Model 35GHGBR, S/N 112HGB203GT350077

Table with 2 columns: Item description and Amount. Items include CASH SALE PRICE (\$22,606.72), DOWN PAYMENT in Cash (\$2,260.67), DOWN PAYMENT in Goods* (Trade-in Allowance) (\$-0-), UNPAID BALANCE [Items (1)-(2)-(3)] (\$20,346.05), INSURANCE and other Benefits (\$-0-), OFFICIAL or DOCUMENTARY FEES (\$100.00), PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] (\$20,446.05), FINANCE CHARGE (Time Price Differential) (\$6,130.59), CONTRACT PRICE (Time Balance) [Items (7)+(8)] (\$26,576.64), TIME SALES PRICE [Items (2)+(3)+(9)] (\$28,837.31)

Description of any Trade-in:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8297 Elvaton Road, Millersville, Anne Arundel County, 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 Twenty six thousand five hundred seventy six and 64/100*****

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the day of FEB 9 1986, 19, and continuing on the same date each month thereafter until paid, the first 47 installments each being in the amount of \$ 553.68 and the final installment being in the amount of \$ 553.68

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: JAN 2 1986 19

BUYER(S)-MAKER(S):

Accepted: Jim Uhler Equipment Sales (SEAL) (Print Name of Seller Here)

David J. Wood T/A (SEAL) (Print Name of Buyer-Maker Here)

David J. Wood Contract Hauling (SEAL) (Print Name of Buyer-Maker Here)

INITIAL: James Uhler

By: David J. Wood

Co-Buyer-Maker: (SEAL)

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

(Print Name of Co-Buyer-Maker Here)

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

By:

This instrument prepared by

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

LIBER - 493 PAGE 573

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 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 necessary~~, 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.

INITIAL
HERE

INITIAL
HERE

INITIAL
HERE

Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. ~~Notwithstanding to the jurisdiction for Seller's entering into this contract, Buyer and an agent for same 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~~ ~~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 prohibi-~~ ~~tion, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the prop-~~ ~~erty 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 sum due 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, 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 expressly waives the benefits of any present or future provisions of law 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 and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (SEAL) } Signature of Seller
 _____ (Corporate, Partnership or Trade Name or Individual Signature)
 By: _____ }
 _____ (Witness) (Signature: Title of Officer, "Partner" or "Proprietor")

LINER - 493 PAGE 574

260017

(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 Dixie MacMurray, Inc.
(Name or Names)
Suite E-36, 720 Ritchie Highway, Severna Park, MD 21146
(Address)

LESSEE _____
(Name or Names)

(Address)

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

3. ASSIGNEE (if any) Harbor Federal Savings & Loan
of LESSOR _____
(Name or Names)
P.O. Box 12309, Baltimore, MD 21281-2309
(Address)

4. This financing Statement covers the following types (or items) of property:
1-IBM XT Model 51600068 S/N 5704463; 1-IBM Monochrome Display S/N 0879132; 1-Epson FX-185
Printer S/N 0483223; 1-Multimate; 1-Data Base Manager II; 1-Lotus 1-2-3; 1-Hayes 1200P
Modem S/N 65272725; 2-Boxes Dysan Diskettes; 1-Clipstrip II & Surge Protector; 1-Printer
Stand; 1-Box Paper, Greenbar Wide; 1-Tandon Disk Drive; 1-Cable:15' IB//Parallel; 1-IBM
Monochrome Display & PrinteAdapter; 1-Flip N File Diskette Holder; 1-DOS 3.1; AST 6 Pak
Plus Memory Expansion Board

RECORD FEE 11.00
POSTAGE 50
911993 0237 102 102:03
JAN 20 88

EVIDENCE COLLISION
JAN 20 9 AM 9:00
MP

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

LESSEE
Dixie MacMurray, Inc.
By: Dixie MacMurray, President
(Title)

(Type or print name of person signing)
By: _____
(Title)

(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly, Manager
(Title)

(Type or print name of person signing)
Return to: Harbor Federal Savings & Loan
P. O. Box 12309
Baltimore, MD 21281-2309
Attn: Bob Williams



1545.1

Filed with: CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY - MARYLAND
MARYLAND - UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256480

RECORDED IN LIBER 484 FOLIO 330 ON April 24, 1985 (DATE)

1. DEBTOR Lessee

Name CARDINAL INDUSTRIES, INC.

Address 2040 S. Hamilton Road, Columbus, Ohio 43232

2. SECURED PARTY Assignee of Lessor

Name CONTINENTAL BANK

Address 1535 Locust Street, Philadelphia, Pennsylvania 19103

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

PROPOSED DESCRIPTION OF ADDITIONAL EQUIPMENT: To add to such financing statement the following equipment:

- McGohen Paging System
- Assembly line track disconnects trench plates
- Yale Forklift Truck S/N 407497 & miscellaneous spare parts
- Trailer maintenance equipment
- Category maintenance equipment
- Category sidewall storage racking

RECORD FEE 10.00
POSTAGE .50
#11894 0237 102 109105
JAN 20 86

CONTINENTAL BANK

Dated December 26, 1985

By: *[Signature]*

(Signature of Secured Party) Assignee of Lessor

Joseph J. Cavalcante, V.P.

Type or Print Above Name on Above Line

D.E. OLIVER

1986 JAN 20 AM 9:2

E. WOODLEY-OBILISON
CLERK

10-22
-50

1545.1

Filed with: CLERK OF THE CIRCUIT COURT OF ANNE ARUNDEL COUNTY - MARYLAND

MARYLAND - UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257800

RECORDED IN LIBER 488 FOLIO 45 ON 8/8/85 (DATE)

1. DEBTOR

Name LEASE FINANCING CORPORATION
Address 3 Radnor Corporate Center, 100 Matsonford Road, Radnor, PA 19087

2. SECURED PARTY

Name CONTINENTAL BANK
Address 1535 Locust Street, Philadelphia, Pennsylvania 19103

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

3. Maturity date of obligation (if any)

CHECK [X] FORM OF STATEMENT

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other, and PROPOSED DESCRIPTION OF ADDITIONAL EQUIPMENT.

RECORD FEE 10.00
POSTAGE .50
#11895 0237 R02 T09:05
JAN 20 86

CONTINENTAL BANK

Dated December 26, 1985

By: [Signature]
(Signature of Secured Party)
Joseph J. Cavalcante, V.P.
Type or Print Above Name on Above Line

1986 JAN 20 AM 9:30
E. ADAMS COLLISON
CLERK

10.00
.50

1030

2733

242101

(Account No. 2733) Statement No. _____
Date: April 6, 1982 Financing Records, Liber _____, Fol. _____

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS: John Weems & Yvonne Weems
Names: _____
Address: 2016 Forest Drive Annapolis, Md. 21401

2. SECURED PARTY:
USLIFE Credit Corporation
Address: P. O. Box 532 Annapolis, Md. 21404

RECORD FEE 5.00
RECORD FEE 25.00
POSTAGE .50
TOTAL 30.50

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

Amount Secured \$ 3477.10

1 Sofa, 2 Chairs, 3 Tables, 2 Lamps, 1 Rug, 1 Table w/ 4 Chairs, 1 China Clst, 1 Rug, 1 Stove
1 Refrig, 1 Washer, 1 Dryer, 2 Beds, 2 Dress rs, 1 Chest, 1 Dr Table, 2 Tables, 4 Lamps
3 T.V.s

4. DEBTORS:
/s/ John Weems
/s/ Yvonne Weems

SECURED PARTY:
USLIFE CREDIT CORPORATION
By/s/ Roscoe W. Merchant Manager

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

RECORD FEE 10.00
POSTAGE .50
#11901 0237 R02 109:15
JAN 20 86

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

SECURED PARTY:
USLIFE CREDIT CORPORATION

Date: 1/6/85

By /s/ [Signature]

P/11-MD

Newest Financial
P.O. Box 532
Annapolis, Md. 21404

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

P. D. CLERK

1982 APR 13 AM 9:00

W. GARRETT LARRIMORE
CLERK

Mailed to Secured Party
1980 JAN 20 AM 9:30
E. ADREY COLLISON
CLERK

5.00 27.50

10.00

215792

(Account No. 35211) Statement No. _____
Date: January 13, 1978 Financing Records, Liber _____, Fol. _____

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS:

Names: Samuel & Charlotte Taylor

Address: 1903 Lincoln Drive Annapolis, Maryland 21401

2. SECURED PARTY:

USLIFE Credit Corporation

Address: 2020 West St. Annapolis, Maryland 21401

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

Amount Secured \$ 129.17

All House hold Goods located at the above address and of file with USLIFE Credit Corporation

4. DEBTORS:

Samuel B Taylor
Samuel Taylor

Charlotte Taylor
Charlotte Taylor

SECURED PARTY:
USLIFE CREDIT CORPORATION

By /s/ Martin DiTrani

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

5.00

RECORD FEE 10.00
POSTAGE .50
#11902 C237 R02 109.16
JAN 20 86

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

SECURED PARTY:
USLIFE CREDIT CORPORATION

Date: 12/20/85

By /s/ AT Taylor

P/11-MD

Newest Financial
P.O. Box 532
Annapolis, Md.
21404

1000
-70

MP

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1978 JAN 18 AM 9:17

W. GARRETT LARMORE
CLERK

RECORDED FOR RECORD
JAN 20 1986
E. AUBREY COLLISON
CLERK

Filed to Secured Party

840

LIBER - 493 PAGE 580

LIBER 26 PAGE 333

5.50
3.30

1432556

(Account No. 2458)

Statement No. _____

Date: December 2, 1981

Financing Records, Liber _____, Fol. _____

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS:
Names: Howard & Mozie Long

Address: Box 9 Dorsey Road Prince Frederick, Md. 20678

RECD FEE 5.50
RCRD TAX 3.30
FIN ST 1432556 #
#23740 C002 R01 T14:46
CA12/07/81

2. SECURED PARTY:
USLIFE Credit Corporation

Address: P. O. Box 532 Annapolis, Md. 21404

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

Amount Secured \$ 1390.71

1 Sofa, 2 Chairs, 3 Tables, 2 Lamps, 1 Stove, 1 Refrig, 1 Washer,
1 Table w/ 4 chairs, 3 Beds, 1 Chair, 1 Lamp.

4. DEBTORS:
1/s/ Howard Long Jr.

1/s/ Mozie Long

SECURED PARTY:
USLIFE CREDIT CORPORATION

By/s/ Roscoe W. Merchant Jr. Manager

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

RECORD FEE 10.00
POSTAGE .50
#11903 C237 R02 109:16
JAN 20 86

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

SECURED PARTY:
USLIFE CREDIT CORPORATION

Date: 12/2/85

By/s/ [Signature]

P/11-MD

1986 JAN 20 AM 9:30
E. AUBREY COLLISON
CLERK

Northwest Financial
P.O. Box 532
Annapolis, Md.
2.404

10.00
50

221957

LIBER 394 PAGE 148

(Account No. 36093)

Statement No. _____

Date: 12/13/78

Financing Records, Liber _____, Fol. _____

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS:

Names: George W. Johnson and Marlene Johnson

Address: 416 Pamela Rd. Apt. C, Glen Burnie, Maryland 21061

2. SECURED PARTY:

USLIFE Credit Corporation

Address: 2020 D West Street, Annapolis, Maryland 21401

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

Amount Secured \$ 1645.65

All Household goods listed at the above address, and on file with:

USLIFE Credit Corporation

4. DEBTORS:

1/s/ George W. Johnson
George W. Johnson
1/s/ Marlene Johnson
Marlene Johnson

SECURED PARTY:

USLIFE CREDIT CORPORATION

By/s/ Martin C. Ditrani

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

RECORD FEE 5.00
RECORD TAX 10.50

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

RECORD FEE 10.00
POSTAGE .50
#11904 0237 R02 TOP:17
JAN 20 86

SECURED PARTY:
USLIFE CREDIT CORPORATION

Date: 12/20/85

By/s/ [Signature]

P/11-MD

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 20 AM 9:30
E. AUSTIN COLLISON
CLERK

Newest Financial
P.O. Box 532
Annapolis, MD
21404

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1978 DEC 21 AM 11:21

W. GARRETT LARRIMORE
CLERK

Mailed to Secured Party

B.L.
CLERK

10.00
- 50

5.00
10.50

Handwritten initials

240677

(Account No. 2151) Statement No. _____
Date: December 1, 1981 Financing Records, Liber _____, Fol. _____

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS: Joseph J. Duffy & Mary Jane Duffy
Names: _____
Address: 1077 Old County Road Severna Park, Md. 21146

2. SECURED PARTY: USLIFE Credit Corporation
Address: P. O. Box 532 Annapolis, Md. 21404

RECORD FEE 5.00
RECORD TAX 21.00
POSTAGE .50
#02419 0237 002 112:23
DEC 7 81

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

Amount Secured \$ 3477.10

1 Sofa, 3 Chairs, 3 Tables, 4 Lamps, 1 Rug, 1 Table w/ Chairs, 1 China Cabinet, 1 Stove
1 Refrig, 1 Washer, 1 Dryer, 1 Table w/ Chairs, 2 Beds, 3 Dressers, 3 Chests, 3 Dr.
Table, 5 Tables, 7 Chairs, 7 Lamps, 1 Couch, 2 Chairs, 2 Tables, 3 Lamps, 1 Rug,
2 Bookcases, 1 mixer, 1 toaster, 1 Piano, 3 Radios, 3 T.V.s, 2 Sweeper, 1 Sew Mach,
1 Heater, 1 Swing set, 1 Tractor, 1 Lawn mower,

4. DEBTORS: *Joseph J. Duffy* /s/ JOSEPH DUFFY
Mary Jane Duffy /s/ MARY JANE DUFFY
SECURED PARTY: USLIFE CREDIT CORPORATION
By/s/ *[Signature]*

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

SECURED PARTY: USLIFE CREDIT CORPORATION

Date: 12/20/85

By /s/ *[Signature]*

P/11-MD

Run Records
Newest Finance
P.O. Box 532
Annapolis, Md.
21404
5.00 21.00 50.00
- .50

RECORD FEE 10.00
POSTAGE .50
#11905 0237 002 109:17
JAN 20 86

RECEIVED FOR RECORD
CREDIT COURT, ANNE ARUNDEL COUNTY

1981 DEC -7 PM 12:26

W. BRUCE COLLISON

B.L. CLERK

MP

1986 JAN 20 AM 9:30

878

233232

(Account No. 01017) Statement No. _____
Date: June 27, 1980 Financing Records, Liber _____, Fol. _____

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS:
Names: Donald & Brenda Frantum
Address: 826 Oak Grove Circle; Severna Park, Md. 21146

2. SECURED PARTY:
USLIFE Credit Corporation
Address: 2020 D West Street; Annapolis, Md. 21401

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

Amount Secured \$ 774.22

All Household goods at the above address

RECORD FEE 5.00
RECORD TAX 3.50
#08028 C345 R01 T13:07
JUL 1 90

4. DEBTORS: /s/ Donald Frantum
/s/ Brenda M. Frantum
SECURED PARTY: USLIFE CREDIT CORPORATION
By /s/ Roscoe Merchant
Ass't Manager

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

RECORD FEE 10.00
POSTAGE .50
#11908 C237 R02 T02:48
JAN 20 88

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

Date: 1/6/86
By /s/ [Signature]
SECURED PARTY: USLIFE CREDIT CORPORATION

P/11-MD

Nonwest Financial
P.O. Box 532
Annapolis, Md.
[Signature]



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1980 JUL -1 PM 1:09

W. GARRETT LARRIMORE
CLERK

10.00
50

Mailed to Secured Party

MP
JAN 20 AM 9:30
E. AUSLEY COLLISON
CLERK

1600

(Account No. 2615) Statement No. _____
Date: February 11, 1982 Financing Records, Liber _____, Fol. _____

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS:
Names: Michael Reginenti & Debra Reginenti
Address: 1047 Skyview Drive Annapolis, Md. 21401

2. SECURED PARTY:
USLIFE Credit Corporation
Address: P. O. Box 532 Annapolis, Md. 21404

RECORD FEE 5.00
RECORD TAX 10.50
POSTAGE .50
#05741 C237 R02 T11:14
FEB 9 82

3. This Financing Statement covers the following types or items of property: (describe).
Amount Secured \$ 1814.70
1 Sofa, 3 Chairs, 2 Tables, 2 Lamps, 1 Table/6 Chairs 1 China Cst, 2 Beds, 2 Dressers, 1 Chest, 2 Dres Table, 4 Lamps, 4 Tables, 1 Mixer, 1 Toaster, 2 Radios, 1 T.V., 1 Sew Mach, 1 Stove, 1 Refrig, 1 Washer, 1 Dryer, 1 Table w. 4 chairs

4. DEBTORS: Michael Reginenti
/s/ MICHAEL REGINENTI
Debra Reginenti
/s/ DEBRA REGINENTI
SECURED PARTY: USLIFE CREDIT CORPORATION
By /s/ Roscoe W. Archant Manager

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

RECORD FEE 10.00
POSTAGE .50
#11907 C237 R02 T09:18
JAN 20 86

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

Date: 12/20/85
P/11-MD
SECURED PARTY: USLIFE CREDIT CORPORATION
By /s/ J.T. Snyder

Norwest Financial
P.O. Box 532
Annapolis, Md.
21404

5.00 10.50 .50

B.L. CLERK

RECORDED IN RECORD
1986 FEB -8 AM 11:20

MP
1986 JAN 20 AM 9:30
E. AUBREY COLLISON
CLERK

11.50

LIBER - 492 PAGE 585

LIBER 444 PAGE 194

240562

(Account No. 2425)
Date: 11/19/81

Statement No. _____
Financing Records, Liber _____, Fol. _____

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS:
Names: ANN RHODES
Address: 404 D WOODLAKE COURT GLEN BURNIE, MD, 21061

2. SECURED PARTY:
USLIFE Credit Corporation
Address: P. O. BOX 532 ANNAPOLIS, MD, 21404

3. This Financing Statement covers the following types or items of property: (describe)
Amount Secured \$ 1029.51
1 Sofa, 3 Tables, 3 Lamps, 1 Loveseat, 1 Table w/ Chairs, 2 Beds, 1 Dresser,
1 Chest, 2 Tables, 1 Chair, 3 Lamps, 1 Desk, 1 Mixer, 1 Toaster, 2 Radios, 3 T.Vs
1 Sweeper, 1 Sew Mach

RECORD FEE 4.00
RECORD TAX 7.00
POSTAGE .50
#01602 0237 R02 114:02
NOV 23 81

4. DEBTORS:
/s/ Ann Rhodes
ANN RHODES
SECURED PARTY:
USLIFE CREDIT CORPORATION
By/s/ Roscoe W. Merchant Manager

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

RECORD FEE 10.00
POSTAGE .50
#11908 0237 R02 T09:19
JAN 20 86

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).
The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

SECURED PARTY:
USLIFE CREDIT CORPORATION

Date: 1/6/85
By /s/ AT Taylor

P/11-MD

Northwest Financial
P.O. Box 532
Annapolis, MD
21404
4.00 7.00

RECEIVED FOR RECORD
CIRCUIT COURT, S.S. COUNTY
B.L. CLERK

1981 NOV 23 PM 2:18
W. GREGORY LARRIMORE
CLERK

MP
JUN 20 AM 9:30
E. AUBREY COLLISON
CLERK
13.00
50

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

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

RECORDED IN LIBER 475 FOLIO 217 ON July 25, 1984 (DATE)

1. DEBTOR

Name JOHN W. WEEMS AND YVONNE WEEMS

Address 2016 Forest Drive, Annapolis, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING, INC.

Address 248 Defense Street

Annapolis, MD 21401

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

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

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE 50
#11909 237 R02 T09:19
JAN 20 86

Dated 1/7/86

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder
Type or Print Above Name on Above Line

RECORDED
IN CLERK'S OFFICE
1986 JAN 20 AM 9:30
E. AUGHEY COLLISON
CLERK

10-01
-5

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 473 FOLIO 399 ON 5/22/84 (DATE)

1. DEBTOR

Name ANNETTE M. HEIGHT

Address BOX 1074

2. SECURED PARTY

Name NORWEST FINANCIAL MARKLAND

Address 242 Defense Street

Annapolis, MD 21401

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

3. Maturity date of obligation (if any) October 19, 1985

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#11910 C237 R02 109:20
JAN 20 86

MP

Dated 7/6/86

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder
Type or Print Above Name on Above Line

1986 JAN 20 AM 9:31

E. ALBERT V. COLLISON
CLERK

10.00
.50

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

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

RECORDED IN LIBER 475 FOLIO 231 ON 7/25/84 (DATE)

1. DEBTOR

Name CARL F. RECKTENWALD AND CATHERINE RECKTENWALD
Address 704 Londontown Road, Edgewater, MD 21037

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC.
Address 248 Defense Street
Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#11911 C237 R02 109:20
JAN 20 86

Dated 1/7/86

Steven T. Snyder
(Signature of Secured Party)

mp

Steven T. Snyder
Type or Print Above Name on Above Line

1986 JAN 20 AM 9:31
E. AUGER COLLISCH
CLERK

10.00
-20

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 482 FOLIO 201 ON 2/1/85 (DATE)

1. DEBTOR

Name WAYMUST SCOTT AND ANNIE SCOTT

Address 1007 Waterbury Drive, Crownsville, MD 21032

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC.

Address 24B Defense Street

Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#11912 0237 002 109:21
JAN 20 86

MP

Dated 1/7/86

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder
Type or Print Above Name on Above Line

1986 JAN 20 AM 9:31
E. AUGER & COLLISON
CLERK

10.00
-5

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

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

RECORDED IN LIBER 475 FOLIO 213 ON 7/25/84 (DATE)

1. DEBTOR

Name FRANCIS J. ORANGE AND CATHERINE ORANGE
Address PO Box 3201 Roselawn Road, Annapolis, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC.
Address 24B Defense Street
Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

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

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

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

RECORD FEE 10.00
POSTAGE 50
#11913 C237 R02 109:21
JAN 20 1986

Dated 1/7/86

Steven T. Snyder MP
(Signature of Secured Party)

Steven T. Snyder
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
HARFORD COUNTY CLERK
1985 JAN 20 AM 9:31
E. AUBREY COLLIGON
CLERK

10.00
00.01
25

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 028 FOLIO 463 ON 12/14/84 (DATE)

1. DEBTOR

Name NORVEL L. JONES JR. and SANDRA M. JONES

Address Box 144 Rt. 4, Huntingtown, MD 20639

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC.

Address 24B Defense Street

Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

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

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

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

RECORD FEE 10.00
POSTAGE .50
#11914 C237 R02 T09:27
JAN 20 86

Dated 1/7/86

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder
Type or Print Above Name on Above Line

1986 JAN 20 AM 9:31
E. ARNOLD COLLISON
CLEAR

OC-61

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 482 FOLIO 179 ON 1/30/85 (DATE)

1. DEBTOR

Name MANUEL NOYA
Address 516 King Malcolm Avenue, Odenton, MD 21113

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC.
Address 24B Defense Street
Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE 50
911915 0237 R02 109-22
JAN 20 86

Dated 1/7/86

Steven T. Snyder
(Signature of Secured Party)

TERMINATION STEVEN T. SNYDER
Type or Print Above Name on Above Line

1000-5

RECEIVED RECORDS
CLERK COUNTY
1986 JAN 20 AM 9:31
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. _____

RECORDED IN LIBER 483 FOLIO 325 ON 1/11/85 (DATE)

1. DEBTOR

Name JOHN E. RICHARDS AND DONNA RICHARDS

Address 1719 Eldridge Drive, Edgewater, MD 21037

2. SECURED PARTY

Name WESTERN FINANCIAL LEASING INC.

Address 248 Defense Street

Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
411916 C237 R02 109:23
JAN 20 86

Dated 1/7/86

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder
Type or Print Above Name on Above Line

mp

12-22
5

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY
1986 JAN 20 AM 9:31
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. _____

RECORDED IN LIBER 479 FOLIO 220 ON 11/7/86 (DATE)

1. DEBTOR

Name GILFORD V. TYLER AND GAIL A. TYLER

Address 1523 Browner Drive, Shady Side, MD 20764

2. SECURED PARTY

Name MORTGAGE FINANCIAL INVESTMENT TRUST

Address 215 W. Main Street

Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#11917 C237 R02 109:23
JAN 20 86

Dated 1/7/86

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder

Type or Print Above Name on Above Line

10-22
50

RECEIVED FOR RECORD
CLERK COURT, S.S. COUNTY

1986 JAN 20 AM 9:31

E. AUBREY COLLISON
CLERK

mp

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 379 FOLIO 221 ON 11/11/85 (DATE)

1. DEBTOR

Name ALBERT DAVIDSON AND MARY M. DAVIDSON
Address 124 Lee Inn Road, Annapolis, MD 21401

2. SECURED PARTY

Name ROWEST FINANCIAL LEASING INC.
Address 249 Defense Street
Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#11918 C237 R02 109:24
JAN 20 86

Dated 1/7/86

Steven T. Snyder
(Signature of Secured Party)

Steven T. Snyder
Type or Print Above Name on Above Line

Handwritten initials

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1986 JAN 20 AM 9:31

E. AUBREY COLLISON
CLERK

260013

LIBER - 493 PAGE 596

FINANCING STATEMENT FORM UC 2-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 12/17/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Perkinson, Robert H. & Joyce L.

Address Rt. 2 Box 527 Stevensville, MD 21666

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)

1979 Silverton 34' Fiberglass Hull #STN02169M79134C
1979 Chrysler Gas Twin 250HP Engines #E515093 & E515065

Home Anchorage/Winter: Annapolis, MD

Assignee:
Horizon Financial, F.A.
808 Masons Mill Business Par
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)

Robert H. Perkinson
(Signature of Debtor)

Robert H. Perkinson
Type or Print Above Name on Above Line

Joyce L. Perkinson
(Signature of Debtor)

Joyce L. Perkinson
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

RECORD FEE 12.00
POSTAGE 50
#11919 0237 R02 109:27
JAN 20 86

mp
1985 JAN 20 AM 9:31
E. AUBREY COLLISON
CLERK

12.00
50

Time Credit Co
1-2-85

260051

LIBER - 493 PAGE 597

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name James Ernest Hurd & Judy Hurd
Address US 50 & St. Margarest's Rd., Annapolis, MD.

2. SECURED PARTY

Name J. E. Meintzer & Sons, Inc.
Address P.O. Box 666
Easton, Md. 21601

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

3. Maturity date of obligation (if any) _____

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

RECORD FEE 12.00
M11920 C237 R02 109:29
JAN 20 96

CHECK THE LINES WHICH APPLY

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

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

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

James E. Hurd
(Signature of Debtor)

James Ernest Hurd
Type or Print Above Name on Above Line

Judy Hurd
(Signature of Debtor)

Judy Hurd
Type or Print Above Signature on Above Line

E. Patrick Cole
(Signature of Secured Party)

E. Patrick Cole, Vice-Pres.
Type or Print Above Signature on Above Line

1986 JAN 20 AM 9:31
E. AUGHEY COLLISON
CLERK
MP

12-58

LIBER 493 598

260050

LOCATION 7379 Furnace Branch Road
Glen Burnie, Maryland 21061

SECURITY AGREEMENT
(Service Station Dealer)

RECORD FEE 12.00
#11921 0237 102 109:30
JAN 20 86

I, CLEM KING, JR. T/A COUNTRY CLUB TEXACO, Debtor, and J. E. Meintzer & Sons, Inc., a Maryland corporation, Secured Party, with addresses as they appear with their signatures below, agree as follows:

1. Debtor hereby grants to Secured Party a security interest in the Collateral described in Paragraph 2 to secure payments, remittances and performance of other obligations of Debtor to Secured Party under a certain Lease from Secured Party of service station premises at the above location and under a certain Agreement of Sale and other agreements now or hereafter related thereto pursuant to which Debtor leases and operates said service station premises and may purchase inventory and equipment from Secured Party on credit for sale and use there.
2. The Collateral of this Security Agreement is all of Debtor's:
 - (a) Motor vehicle servicing and repairing tools and other equipment (including additions, accessions, replacements and substitutions) now or hereafter located and used at the above-mentioned service station;
 - (b) Inventory of motor vehicle accessories and other automotive and non-automotive merchandise now or hereafter maintained at the above-mentioned service station and the proceeds thereof;
 - (c) Motor vehicles now or hereafter used in Debtor's service station business (including additions, accessions, replacements and substitutions). Those now owned and so used are:

 - (d) Present and future accounts receivable, whether evidenced by credit card invoices or not, arising from services performed and sales made by Debtor at the abovementioned service station, and the proceeds thereof. Secured Party may at any time or times, whether before or after Debtor's default, at Secured Party's election and discretion, collect such accounts receivable and notify the account debtors or any one or more of them to make payment of such accounts to Secured Party.
3. Debtor will sign and execute, alone or with Secured Party, any Financing Statement or other document or procure any document and pay all connected costs necessary to protect the security interest under this Security Agreement against the rights or interests of third persons.
4. Debtor shall be in default under this Security Agreement upon the happening of any of the following events or conditions:
 - (a) Default in payment or performance of any indebtedness, obligation, covenant or liability contained or referred to herein or in said Lease or Agreement of Sale or any agreement related thereto;
 - (b) Acceleration of the maturity of any indebtedness of Debtor to others;
 - (c) Any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false or misleading in any material respect when made or furnished;
 - (d) Loss, theft, abandonment, substantial damage, destruction, abnormal deterioration or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon, or such neglect, injury or other mistreatment or handling thereof as to impair the Collateral or render Secured Party insecure;
 - (e) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any of the property, assignment for the benefit of creditors, the calling of a meeting of creditors, or the commencement of any proceedings under any bankruptcy or insolvency laws, of, by or against Debtor, or default under or termination of any contract of guaranty or suretyship by any guarantor or surety for Debtor;
 - (f) The Secured Party for any of the foregoing or other reasons has reasonable cause to deem itself insecure.
5. Upon Debtor's default and at any time thereafter Secured Party may declare all obligations secured hereby immediately due and payable and shall have all the remedies

12.00

of a secured party under the Uniform Commercial Code, and, in conjunction with, addition to or substitution for those remedies, and at Secured Party's discretion and election, Secured Party may, but need not, do any one or more of the following:

- (a) Require Debtor to assemble the Collateral and make it available to Secured Party at any place to be designated by Secured Party which is reasonably convenient to both parties;
- (b) Enter the service station premises and any other premises where any of the Collateral may be found, and take possession of, assemble and collect the Collateral;
- (c) Place the Collateral under lock and key for safekeeping;
- (d) Dispose of the Collateral and credit the proceeds (after deducting the reasonable expenses of taking, retaking, holding, preparing for sale and selling the Collateral, and like expenses, including the reasonable attorney's fees and legal expenses incurred by the Secured Party, and all of which expenses Debtor hereby agrees to pay) against Debtor's indebtedness to Secured Party;
- (e) Waive any default or remedy any default in any reasonable manner without waiving any other prior or subsequent default.

6. Debtor agrees and affirms that information supplied and statements made by him in any financial or credit statement or application for credit contemporaneously with his execution of the aforesaid Lease and Agreement of Sale and this Security Agreement are true and correct; that no Financing Statement covering the Collateral or its proceeds is on file in any public office and that, except for the security interest granted in this Security Agreement, there is no adverse lien, security interest or encumbrance in or on the Collateral, except as specifically set forth here;

7. "Debtor" and "Secured Party" as used herein include the heirs, executors or administrators, successors or assigns of those parties.

8. If more than one Debtor executes this Security Agreement, their obligations hereunder shall be joint and several.

9. The law governing this secured transaction shall be that of the state where Collateral is located.

Executed this 21st day of June, 1985.

J. E. MEINTZER & SONS, INC. (Secured Party) _____ (Debtor)

By M. Marvin Taylor, Jr.
M. MARVIN TAYLOR, JR. Marketing Mgr.

Clem King, Jr.
CLEM KING, JR. (Debtor)

Secured Party's Address:
404 South Aurora Street
Easton, Maryland 21601

Debtor's Business Address:
7379 Furnace Branch Road
Glen Burnie, Maryland 21061

200019

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

1. Debtor(s) (Last Name First) and address(es) Lessee(s) PRINTING & TECHNICAL SERVICES CORP 160 RITCHIE HIGHWAY DBA Print Force SEVERNA PARK MD 21146	2. Lessor(s) and address(es) Lessor FIRESTONE FINANCIAL CORP. 345 BOLYSTON STREET P.O. BOX 789 NEWTON CENTRE, MA 02159	3. Maturity date (if any): 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: DIGITEX 3000 TYPESETTER S/N 480526 PREVIEW TERMINAL S/N 500817 (1) Phase II Terminal S/N 490388 12 1/2" OUTPUT CASSETTE PRECISION RULING PACKAGE DIGITAL TYPEFACES Multidick Reader S/N 2221 NOT SUBJECT TO RECORDATION TAX. POSSESSION OF EQUIPMENT REVERTS TO LESSEE UPON EXPIRATION OF LEASE.	5. Assignee(s) of Secured Party and Address(es) Lessor
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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:

Printing & Technical Services Corp. DBA Print Force FIRESTONE FINANCIAL CORP.

By: [Signature] Signature(s) of Debtor(s) Lessee(s)
 By: [Signature] Signature(s) of Secured Party Lessor

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

17.00

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RECEIVED FOR RECORD
SACON COUNTY, A.A. COUNTY
1986 JAN 20 AM 10:05
E. AUBREY COLLISON
CLERK

**END
LIBER**