

LIBER

494

LIBER - 494 PAGE 001

RECORD FEE 10.00
POSTAGE .50
#11929 0237 R02 109:46
JAN 20 86

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

3. For Filing Officer (Date, Time and Filing Office).

1. Debtor(s) Name and mailing address:
(Do not abbreviate)

Patel, Tom
Dba White Gables Motel
Box 357 Route 3 N
Millersville, Maryland 21108

2. Secured Party(ies) Name and Address

Inland Finance Company
PO Box 1323
Des Moines, IA 50305

4. This statement refers to original Financing Statement No. BK 469 Pg 515 250570

Ricks 826-63639

Date Filed Jan 21, 1984

Check if applicable This Financing Statement Change is to be filed for record in the real estate records.

5. A. Continuation
The original Financing Statement is still effective.

B. Assignment
The Secured Party of record has assigned his interest in the following collateral to:

C. Termination
The Secured Party of record no longer claims a security interest under the Financing Statement.

D. Partial Release
The Secured Party of record releases the following collateral:

E. Amendment
The Financing Statement is amended as set forth below:

6.

INLAND FINANCE COMPANY

By _____
Signature(s) of Debtor(s)

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

(1) Filing Officer Copy — Numerical
STANDARD FORM — FORM UCC-3 (REV. 9-1-83) — APPROVED BY SECRETARY OF STATE OF TEXAS

NOTE: Attaching additional pages to a standard form will render the form into a nonstandard.
THE ODEE COMPANY, DALLAS, TEXAS 75238

10-9-85

RECEIVED FOR RECORD
CIRCUIT COURT, TARRANT COUNTY

1986 JAN 20 AM 10:05

E. AUBREY COLLISON
CLERK

MP

260052

12/31 1P
Anne Arundel
214 508100

LIBER - 494 PAGE 002

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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 Richard M. Davis
Address 3286 Redwood Rd. Dundeeville, Md 21035

2. SECURED PARTY

Name John Deere Company ✓
Address PO Box 4949, Syracuse, NY 13221

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

3. Maturity date of obligation (if any) _____

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

1- 1219 John Deere Mower Condoliner # 723851

RECORD FEE 11.00
POSTAGE 50
#11933 0237 R02 110:01
JAN 20 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)

Richard M. Davis
(Signature of Debtor)

Richard M. Davis
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ronald T. Williams
(Signature of Secured Party)

Ronald T. Williams, Administrator

Type or Print Above Signature on Above Line

MP
1986 JAN 20 AM 10:06
E. AUBREY COLLISON
CLERK

11.00
50

Anne Arundel 12/13 21
DPFR 3602

260053

LIBER - 494 PAGE 603

MARYLAND - UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM UCC-1

Identifying rule No. _____

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

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

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

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

1. DEBTOR

Name Annapolis 4A Rentals & Sales

Address 1919 Lincoln Drive, Annapolis; MD 21401

2. SECURED PARTY

Name John Deere Company, Syracuse

Address 4949 Court St. & Deere Road

Syracuse, NY 13221

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

3. Maturity date of obligation (if any) _____

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

John Deere 750 Utility Diesel Tractor
MFWD, Hydr. Pkg. Serial # 1015596
John Deere 67 Loader W/bucket

RECORD FEE 11.00
POSTAGE 50
11/9/85 0237 R02 11:03
JAN 20 86

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)

MP
1986 JAN 20 10:06
E. AUBREY COLLISON
CLERK

Annapolis 4A Rentals
(Signature of Debtor)

Annapolis 4A Rentals & Sales
Type or Print Above Name on Above Line
Kenneth R. Wagner
(Signature of Debtor)

Kenneth R. Wagner, PRESIDENT
Type or Print Above Signature on Above Line

Ronald T. Williams
(Signature of Secured Party)

John Deere Company, Syracuse
Type or Print Above Signature on Above Line
RONALD T WILLIAMS, ADMINISTRATOR

11-28-50

Fmsd-101-Fin
12/1/85-D-2
GB:jb

LIBER - 494 PAGE 001

FINANCING STATEMENT

- () Recorded among the Land Records of ^{Anne Arundel} ~~Baltimore~~ County, 260051
Maryland
- (✓) Recorded in the Financing Statement Records of ^{Anne Arundel} ~~Baltimore~~
County, Maryland
- () Recorded in the Financing Records of the Maryland
Department of Assessments and Taxation

THIS FINANCING STATEMENT evidences and publicizes the lien and provisions of the deed of trust ("Deed of Trust") securing a debt and a transaction wholly or partially subject to recordation tax, the principal amount of the debt being \$2,700,000.00 as stated in a note ("Note") to which instrument all required documentary stamps have been affixed.

NAME OF DEBTOR

HARRY W. RODGERS, III,
WILLIAM A. RODGERS AND
W. DALE HESS, a partnership
trading as D.R.H. Investment Company
its successors and assigns

ADDRESS

c/o Michael Sidle, Hertzback,
Sapperstein & Sidle, P.A.
80-A Painters Mill Road
Owings Mills, Maryland 21117

SECURED PARTY

GENERAL MOTOR INNS, INC.

ADDRESS

700 Route 46 East
P.O. Box 2700
Fairfield, New Jersey 07007-2700

RECORD FEE 29.00
POSTAGE .50
#22155 0777 001 T12:00
JAN 20 86

29.50

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1586 JUN 20 11:59
E. ALBERT WILLISON

Fmsd-101-Fin
12/1/85-D-2
GB:jb

LIBER 494 PAGE 005

1. This Financing Statement covers:

A. All present and future rents, issues and profits derived from the real estate and improvements thereon described on Exhibit "A" hereto and all inventory, equipment and other personalty of Debtor, now owned or hereafter acquired, wherever located; all fixtures of Debtor, now owned or hereafter acquired, including but not limited to fixtures located on the real estate described on Exhibit "A" attached hereto; such personalty and fixtures to include without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air coolings and air conditioning apparatus, elevator, escalators, shades, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, cabinets, partitions, ducts, compressors, canopies, furnishings, garbage and rubbish disposals, counters, bathtubs, sinks, basins, carpets, floor and wall coverings, drapes and proceeds therefrom including but not limited to insurance proceeds and condemnation awards and all substitutions and replacements therefor. All of Debtor's present and future accounts, accounts receivable, leases, contract rights, instruments, chattel paper, goodwill, trade names, trademarks, liquor licenses, proprietary choses, and other choses in action of every kind and nature now in existence or hereafter created, and all returned or repossessed goods and all proceeds

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12/1/85-D-2
GB:jb

LIBER - 494 PAGE 006

thereof. All of Debtor's books and records pertaining to the foregoing.

B. All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature from the property described in Exhibit A.

C. The interest of debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the real property described on Exhibit A and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the property described in Exhibit A, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

D. Proceeds of collateral are covered hereunder.

2. The above described goods, property, interest and rights are located at, or affixed to or related to the property and the improvements now or hereafter existing on the property described in Exhibit "A", attached hereto; lying and being in Anne Arundel County, Maryland, being more particularly described in that certain Deed of Trust from Debtor to Trustees, securing the indebtedness owed by Debtor to the Secured Party and intended to be recorded among the Land Records of Anne Arundel County, Maryland prior hereto. The record owner of the real estate is Harry W. Rodgers, III, William A. Rodgers and W. Dale Hess, a partnership trading as D.R.H. Investment Company.

Fmsd-101-Fin
12/1/85-D-2
GB:jb

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3. Notwithstanding anything contained herein to the contrary, it is hereby expressly agreed that the promise of the Debtor to pay the indebtedness secured by the Note is included for the purpose of establishing and continuing the existence of the indebtedness, and upon condition that:

A. Secured Party will not exercise its right to institute any action personally against the Debtor, or any of its partners or partners of its partners, for the payment of any sum of money which is, or may be, payable under the Note or the Deed of Trust or for the performance of any obligation under the Deed of Trust, other than the right to foreclose the Deed of Trust;

B. Secured Party will not seek personally against Debtor, or any of its partners or partners of its partners, any judgment for a deficiency in any action to foreclose the Deed of Trust or any action brought with respect to this Financing Statement; provided, however, that nothing contained herein shall be, or be deemed to be a release or impairment of the indebtedness secured by the Note or of the lien created by the Deed of Trust or shall preclude the Secured Party from foreclosing the Deed of Trust in case of the happening of any of the Events of Default as defined therein or from enforcing any and all other rights and remedies under any agreement or by law or in equity.

4. The name of the person and the address to which the filing

Fmsd-101-Fin
12/1/85-D-2
GB:jb

officer may mail this statement is:

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CHICAGO TITLE INSURANCE COMPANY
105 West Chesapeake Avenue
Towson, Maryland 21204
301/321-0900

DEBTOR

WITNESS:

[Signature]

[Signature]
HARRY W. RODGERS, III

WITNESS:

[Signature]

[Signature]
WILLIAM A. RODGERS

WITNESS:

[Signature]

[Signature]
W. DALE HESS

Co-Partners, trading as
D.R.H. INVESTMENT COMPANY

SECURED PARTY

GENERAL MOTOR INNS, INC.

ATTEST:

[Signature]
Stuart S. Berman
Assistant Secretary

By: [Signature]
Jon B. Gurkoff, Vice President

Fmsd-101-Fin
12/1/85-D-2
GB:jb

LIBER - 494 PAGE 239

EXHIBIT A

All right, title and interest of Harry W. Rodgers, III, William A. Rodgers and W. Dale Hess, a partnership trading as D.R.H. Investment Company in the land and buildings located in the 5th Election District of Anne Arundel County, State of Maryland and is described as follows:

Beginning for the same at a 1 inch pipe heretofore set in the fourth or S 69 -1/4° E 45.02 rod line of the land described in the deed from Lillian M. Preston to Mazzie Goddard and others, dated October 9, 1952 and recorded among the Land Records of Anne Arundel County in Liber J.H.H. 713, page 359, where said fourth line is intersected by the east Right of Way Line of Through Highway of Airport Road, as shown on State Roads Commission of Maryland Plat No. 6720, running thence binding on a part of said fourth line, (1) S 76° 30' 40" E 664.58 feet to the 1 inch pipe heretofore set at the end of said line, thence binding on a part of the fifth line of said land, (2) S 17° 03' 00" W 592.78 feet, thence for new lines of division three courses: (3) westerly, by a curve to the left with the radius of 155.00 feet, the distance of 109.65 feet, the chord of said arc being S 86° 47' 00" W 107.38 feet, (4) N 17° 03' 00" E 208.29 feet, and (5) N 76° 30' 40" W 494.30 feet to a point on said Right of Way Line of Through Highway of Airport Road, as shown on State Roads Commission of Maryland Plat No. 7026, thence binding on said line, as shown on said plat and on the plat first herein referred to, (6) northerly, by a curve to the right with the radius of 1871.86 feet, the distance of 417.76 feet, the chord of said arc being N 07° 29' 33" E 416.90 feet, to the place of beginning.

Containing 6.5000 acres of land.

Subject to the Easement Area for Slopes and the Highway Protective Easement Area, as shown on said State Roads Commission of Maryland Plats No. 6720 and 7026.

260055

LIBER - 494 PAGE 010

FINANCING STATEMENT

TO BE RECORDED AT:

- a) SDAT - Financing Statement Records
- b) Anne Arundel County - Financing Statement Records

NOT SUBJECT TO RECORDATION TAX

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

- 1. NAME AND ADDRESS OF DEBTOR: Anne Arundel County, Maryland
Arundel Center
Annapolis, Maryland 21404
Attn: Director of Administration
- 2. NAME AND ADDRESS OF SECURED PARTY: Mercantile-Safe Deposit and Trust Company
P.O. Box 1477
2 Hopkins Plaza
Baltimore, Maryland 21203
Attn: Paul A. Stuart, Vice President

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

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

(i) the Loan and Financing Agreement dated as of December 26, 1985 (the "Closing Date") by and among the Debtor, Patapsco Central Limited Partnership, a Maryland limited partnership, and the Secured Party;

(ii) the Promissory Note dated the Closing Date made by the Borrower payable to the Debtor in the principal amount of \$4,000,000; and

(iii) the Deed of Trust dated the Closing Date between the Borrower and Russell R. Reno and Edward L. Wender, as Trustees, and recorded, or intended to be recorded, among the Land Records of Anne Arundel County.

1200
300

RECORDING FEE 13.00
POSTAGE .50
422174 0777 R01 118402
JAN 17 86

MP

RECORDED

1986 JAN 17 PM 4:08

E. ASHLEY COLLISON
CLERK

(b) All pledged receipts in connection with the loan made by the Public Body to the Borrower under the Financing Agreement and evidenced by the Note (the "Loan"), which pledged receipts include scheduled payments of principal and interest, condemnation awards and insurance proceeds, Recoveries of Principal, and any other payments called for by the Acquired Purpose Obligations. As used in this Financing Statement, "Recoveries of Principal" means all amounts received by the Debtor as a recovery of the Loan in connection with any Acquired Purpose Obligation, including any premium or penalty with respect thereto, on account of (i) the advance payment of amounts to become due pursuant to such Acquired Purpose Obligation, (ii) the sale, assignment, endorsement or other disposition thereof, or (iii) the acceleration of payments due thereunder or other remedial proceedings taken in the event of a default thereunder.

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

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

4. 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.

5. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Loan and Financing Agreement as security for the Debtor's Economic Development Revenue Bond (Patapsco Central Limited Partnership,

4375F

LIDER - 494 PAGE 012

Project), 1985 Series, dated the Closing Date, which Bond does not constitute an indebtedness or charge against the general credit or taxing powers of the Debtor, and does not constitute or give rise to any pecuniary liability of the Debtor.

Debtor:

ANNE ARUNDEL COUNTY, MARYLAND

By: 

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

260056

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MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3. Not subject to Recordation Tax
- 4. Recordation Tax has been paid on the principal amount of \$ 125,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5. Debtor(s) Name(s) BCD PARTNERSHIP Address(es) 7976 Longhill Road
Pasadena, Maryland 21122

6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division
 Attention: Charles S. Fitzgerald 10 Light Street
 Fifth Floor
 Baltimore, Maryland 21202

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December 23, 1985 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

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 POSTAGE 50
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 JAN 20 96

Debtor(s): BCD Partnership Secured Party: MARYLAND NATIONAL BANK
THOMAS J. BERGER
 By [Signature] (SEAL)
 ✓ CHARLES C. DRAIN (SEAL)
 ✓ J. GEORGE CUCCIA (SEAL)
Charles S. Fitzgerald
 Type name and title Assistant Vice President

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

853-8 ED 1/85

mp

Handwritten initials

RECEIVED
 ANNE ARUNDEL COUNTY
 1986 JAN 20 PM 4:23
 E. AUBREY COLLISON
 CLERK

are amended

260057

LIBER - 494 PAGE 014

FINANCING STATEMENT

For Filing Officer Use	
File No.
Date &
Hour

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

Maturity date (if any)

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

[Handwritten mark]
 Backyard Boats, Inc.
 222 Severn Ave., Annapolis, MD & Woods Wharf Road, Shady Side, MD
 & All locations

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
ITT Commercial Finance Corp	One	Cherry Hill-Suite 217 Box 2837	Cherry Hill, NJ	

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

[Handwritten mark]

All inventory, raw materials, goods in process, finished goods, machines, machinery, furniture, furnishings, fixtures, vehicles, equipment, accounts receivable, book debts, notes, chattel paper, acceptances, releases, insurance policies, drafts, contracts, contract rights, choses in action, and general intangibles, whether now owned or hereafter acquired, and all attachments, accessions and additions thereto, substitutions, accessories, and equipment therefor, and replacements and proceeds.

RECORD FEE 11.00
 #22224 0777 R01 T08:44
 JAN 21 86

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)

Backyard Boats, Inc.

[Handwritten signature]

J. Riley Smirnow, President

(Type or print name under signature)

ITT Commercial Finance Corp *[Seal]*
(Corporate, Trade or Firm Name)

[Handwritten signature]
Signature of Secured Party or Assignee

[Handwritten signature]
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

mp

RECEIVED BY RECORDS
CLERK - ANNE ARUNDEL COUNTY

1986 JAN 21 AM 8:59

E. AUBREY COLLISON
CLERK

274
AACo

260053

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Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

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

DEBTOR
Good Tidings, Incorporated

 (Name)
700 Evelyn Avenue

 (Address)
Linthicum Heights, Md. 21090

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

 Attn: Thomas B. Freeze 101-503

 (Name of Loan Officer)
25 South Charles Street

 (Address)
Baltimore, Maryland 21201

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

RECORD FEE 11.00
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 JAN 21 86

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

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

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

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

DEBTOR (OR ASSIGNOR)
Good Tidings, Incorporated (Seal)

 (Signature)
Aaron Lessons

 (Print or Type Name)

DEBTOR (OR ASSIGNOR)
The First National Bank Of Maryland (Seal)

 (Signature)
Thomas B. Freeze, Loan Executive

 (Print or Type Name)

1103

MP

RECEIVED IN THE CLERK'S OFFICE
 BALTIMORE COUNTY

1986 JAN 21 AM 8:59

E. AUSTIN COLLISON
 CLERK

220 38 2750
1p 12/28 Anne Ann.

260059

LIBER - 494 PAGE 016

MARYLAND - UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM UCC-1

Identifying file No. _____

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

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

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

SIMMONS, STILES BRADLEY dba
Name Golden Valley Farm
Address 5672 Nutwell Sudley Road, Beale, MD 20751

2. SECURED PARTY

Name John Deere Company
Address 4949 Court Street & Deere Road
Syracuse, NY 13221

RECORD FEE 12.00
POSTAGE .50
#22029 0777 RO1 108:5-4
JAN 21 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 John Deere 430 Lawn & Garden Tractor S/N 317908
w/ 60" mower
w/ 54" blade
w/ chains & wgtts.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Golden Valley Farm
S. Bradley Simmons
(Signature of Debtor)

Golden Valley Farms
Type or Print Above Name on Above Line

S. Bradley Simmons
(Signature of Debtor)

Stiles Bradley Simmons
Type or Print Above Signature on Above Line

Robert P. Murphy
(Signature of Secured Party)

ROBERT P. MURPHY, ADMINISTRATOR,
John Deere Company

Type or Print Above Signature on Above Line

1203

MP

RECEIVED STATE CLERK
CLERK OF COURT, BALTIMORE COUNTY

1986 JAN 21 AM 8:59

E. AUBREY COLLISON
CLERK

260050

LIBER - 494 PAGE 017

FINANCING STATEMENT FORM UCC-1

Identifying File 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 \$ NA

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

This financing statement Dated Jan. 10, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JACO MARINE, INC.
Address 208 Oak Drive Rte. 5, Pasadena, Md. 21122

2. SECURED PARTY

Name INGERSOLL RAND EQUIPMENT SALES
Address 5681 Main St., P.O. Box 7464, Elbridge, Md. 21227

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

3. Maturity date of obligation (if any) _____

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

1 - Ingersoll Rand P160WJD Air Compressor SN 150056 and all attachments and accessories thereto.

RECORDING FEE 11.00
POSTAGE .50
402230 0777 R01 709:55
JAN 21 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)

JACO MARINE, INC.

Dannielle Marsh, Pres.
(Signature of Debtor) (Title)

Dannielle Marsh, Pres.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL RAND EQUIP. SALES

Bradley W. Berger
(Signature of Secured Party)

Bradley W. Berger, Office Mgr.

Type or Print Above Name on Above Line

mp
1986 JAN 21 AM 8:59
E. JAMES COLLISON
CLERK

1100
1150

260001

LIBER - 494 PAGE 018

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) Gardner, Robert J. Gardner, Medora C. P.O. Box 219 Dunkirk, Maryland 20754	2. Secured Party(ies) and address(es) First Fidelity Bank 5515 Security Lane Rockville, Maryland 20852	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 #22231 CTTT R01 T08:57
4. This financing statement covers the following types (or items) of property: 1985 Mermaid 42' Hull #TAC420450685 50hp Perkins diesel engine, #108E217846 <i>Not Subject to Recordation Tax</i>		5. Assignee(s) of Secured Party and Address(es) JAN 21 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:

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

Filed with:
 ROBERT J. GARDNER
Robert J. Gardner
 MEDORA C. GARDNER
 By: *Medora C. Gardner*
 Signature(s) of Debtor(s)

First Fidelity Bank
 TONI M. COCKRELL ASSISTANT VICE PRES.
 By: *Toni M. Cockrell*
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

mp

STATE OF MARYLAND
 CLERK OF DISTRICT COURT
 1986 JAN 21 AM 8:59
 E. ANDREW COLLISON
 CLERK

260002

LIBER - 494 PAGE 019

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) 2. Secured Party(ies) and address(es) For Filing Officer (Date, Time, Number, and Filing Office)

LLL, Inc. D/B/A Maryland Insurance Agency
7900 West Earl Drive Suite 309
McLean, Virginia 22102

John Hancock Financial Services, Inc.
John Hancock Place
P.O. Box 111
Boston, MA 02117

RECORD FEE 12.00
POSTAGE .50
#22235 0777 801 TOP:06
JAN 21 86

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

- (1) Bootable Bernoulli Plus with two (2) megabyte drives
- (3) Replacement 10 megabyte cartridge
- (1) Head cleaning kit
- (1) Tseng Ultrapak board with 384k expanded memory with graphics and spooling capability

5. Assignee(s) of Secured Party and Address(es)
John Hancock-Life Insurance
John Hancock Place
PO Box 111
Boston, MA 02117

Including all accessions, accessories and attachments therein.

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

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

Filed with: Anne Arundel County, Maryland

LLL, Inc. D/B/A Maryland Insurance Agency

JOHN HANCOCK FINANCIAL SERVICES, INC.

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

mp
1986 JUN 21 AM 9:11
E. ALLEN COLLISON

260003

LIBER - 494 PAGE 020

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):
1. Debtor(s) (Last Name First) and address(es) 2. Secured Party(ies) and address(es) For Filing Officer (Date, Time, Number, and Filing Office)

Rodriguez, Robert G.
Rodriguez, Yvonne N.
1662 Cornfield Road
Pasadena, Maryland 21122

First Fidelity Bank
5515 Security Lane
Rockville, Maryland 20852

RECORD FEE 12.00
POSTAGE .50
#22236 0777 R01 TOP:07
JAN 21 86

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

1985 Gari International 35', Hull #VE135002B185
T/340hp Mercruiser engines I/B #6750282 & #6759409

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

Not Subject to Recordation Tax

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

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

Filed with:

Robert G. Rodriguez

Yvonne N. Rodriguez

By:

Robert G. Rodriguez
Signature(s) of Debtor(s)

Lewis J. Anderson

By:

Lewis J. Anderson
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

MP

1986 JAN 21 AM 9:11

E. AUDREY COLLISON
CLERK

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248375

RECORDED IN LIBER 464 FOLIO 210 ON July 29, 1982 (DATE)

RECORD FEE
POSTAGE

10.00
.50

1. DEBTOR

Name Lauer, John B. Jr.
Address 735 Interpid Way, Davidsonville, Md. 21035

2. SECURED PARTY

Name J.I. Case Co. or J.I. Case Credit Corp. as their interests may appear

Address 290 Elwood Davis Rd., Liverpool, N.Y. 13088
5790 Widewaters Parkway, Syracuse, N.Y. 13214

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>
<p style="text-align: right;">Anne Arundel 6419</p>	

mp
1986 JAN 21 AM 10:47
E. AUGUSTY EDLISON

Dated January 3, 1986

Arthur Collette FinMgr
(Signature of Secured Party)
J.I. Case Credit Corp.
Type or Print Above Name on Above Line

260001

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 \$ 175,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s) Address(es)
 Bay Manor Nursing Home, Inc. 7779 New York Lane
 Bay Manor Holding Company Glen Burnie, MD 21061

6. Secured Party Address
 Equitable Bank, National Association 100 South Charles Street
 Attention: B. A. Wykowski Baltimore, MD 21201

RECORD FEE 12.00
 RECORD TAX 1225.00
 POSTAGE .50
 #02242 0777 001 709:19
 JAN 21 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. **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 Bay Manor Nursing Home, Inc. Bay Manor Holding Company
 By: Gary Attman (Seal) By: Gary Attman (Seal)
Gary Attman, Vice President Gary Attman, Vice 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)

MP
 1986 JUN 21 AM 10:47
 E. AUBREY COLLISON
 CLERK

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

12.50
 1,225.00
 50

REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANDOKA, MN. 55303
(612) 421-1713

Maryland County

STATE OF MARYLAND

LIBER - 494 PAGE 023

FINANCING STATEMENT FORM UCC-1

Identifying File No. 260005

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

If transaction or transactions wholly or partially subject to 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, Maryland 21401

RECORD FEE 11.00
POSTAGE .50
#22243 0777 R01 109+21
JAN 21 1986

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) 12/31/90

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.

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)

Kenneth A. Allyn
(Signature of Debtor)

KENNETH D. ALMGREN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles H. Kuchan
(Signature of Secured Party)

Charles H. Kuchan Jr
Type or Print Above Signature on Above Line

1986 JUN 21 AM 10:47
E. ANNE E. JOHNSON
MP

11/03/85

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)

Joseph & Patricia Bobbitt
Lot 133 Patuxent Mobile
Lothian Md. 20711

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

G & E Mobile Homes INC.
P.O. Box 72
Vicksburg Pa 17883

4 For Filing Officer Date Time No Filing Office

RECORD FEE 12.00
POSTAGE .50
#22244 CITY ROI TOP:22
JAN 21 86

5 This Financing Statement covers the following types (or items) of property

The mobile home, manufactured by Ritz-Craft, year 1986, model _____, L 70, W 14, Serial # 0111886741, and all consumer goods, appliances, accessories, equipment and attachments now contained in the mobile home, and all accessories later affixed to mobile home, including proceeds and insurance proceeds of all of the foregoing.

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

The Philadelphia Saving Fund Society
Consumer Lending Department
1234 Market Street—9th Floor
Philadelphia, PA 19107

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 in Item 8)

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)

By Joseph & Patricia Bobbitt
Signature(s) of Debtor(s)

By G.E. mobile Homes Sales-Service Inc
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(1) FILING OFFICE COPY - NUMERICAL (5-83)

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

MP
RECEIVED
1986 JAN 21 AM 10:47
L. PUNY & COLLESON
CLERK

LIBER - 494 PAGE 025

260007

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented: 0
1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	3. For Filing Officer (Date, Time, Number, and Filing Office)
Sunsports Tanning Centers Inc. 215 St. Ives Dr. Severna Park, MD 21146	First Equipment Leasing Corporation 163 Reservoir St. Needham, MA 02194	RECORD FEE 11.00 POSTAGE .50 #20745 0771 901 TOR:25 JAN 21 88

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

This filing is notice of a true lease between the parties dated 10/19/85 11/29/85 and covering the following equipment:

14 Folding Combo tanning beds with face
2 Profi Max Beds

ASSIGNEE: Baybank Middlesex
313 Speen Street
Natick, MA 01776

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	Sunsports Ex Tanning Centers Inc. <i>[Signature]</i> Signature(s) of Debtor (Or Assignor)	First Equipment Leasing Corporation <i>[Signature]</i> Signature(s) of Secured Party (Or Assignee)
--	--	--

1130

MP

1986 JAN 21 AM 10:47
E. ADAMS COLLISON
E. ADAMS COLLISON

260063

LIBER - 494 PAGE 026

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) POWELL, Robert W., Jr. 1225 Balfour Drive Arnold, MD 21012	2 Secured Party(ies) and address(es) JMB/PLAZA EAST ASSOCIATES, LTD. 875 North Michigan Avenue Chicago, Illinois 60611	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 472245 0117 801 708127 JAN 21 86

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

Debtor's limited partnership interest in JMB/PLAZA EAST ASSOCIATES, LTD., an Illinois limited partnership, including all of Debtor's present and future rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto, as it may be modified, amended or substituted for from time to time, and any proceeds therefrom.

"COLLATERAL NOT SUBJECT TO RECORDATION TAX."

- ASSIGNEE OF SECURED PARTY**
- CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS AGENT
 - JMB REALTY CORPORATION, 231 S. LASALLE STREET, CHICAGO, IL 60697

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

Filed with:

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

JMB/PLAZA EAST ASSOCIATES, LTD.
By: *[Signature]*
By: JMB/Milwaukee Towers Associates, General Partner
By: JMB/Plaza Investors, Inc., Managing General Partner
By: *[Signature]*
Signature of Secured Party
Assistant Vice President

(STANDARD)
(1) FILING OFFICER COPY - ALPHABETICAL

MP

1986 JUN 21 AM 10:47

12 MAR 1986

LIBER - 494 PAGE 027

260000

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) Quality Carpet Shop, Inc. 1661 Crofton Centre Crofton, Maryland 21114	2. Secured Party(ies) and address(es) Riggs National Bank of Washington, DC 800 17th St., NW Washington, D.C. 20006	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #22296 0345 R01 T10:34 JAN 21 86
---	---	--

4. This financing statement covers the following types (or items) of property: All inventory of debtor now owned and hereafter acquired, all of debtors present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, and returned, repurchased and repossessed goods. All monies due or to become due to debtor and the books and records relating to and the proceeds of the foregoing in any form whatsoever.

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

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

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

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

Filed with: Anne Arundel County, Maryland NOT SUBJECT TO RECORDATION TAX

Quality Carpet Shop, Inc. Riggs National Bank of Wash., DC

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

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

1100

MP

1986 JAN 21 AM 10:50

E. AUGUST HULLISON

260070

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

1. ~~Debtor~~ (Last Name First) and address(es)
Lessee

ARA Services, Inc.
107 N. Langley Road
Glenn Burnie, MD 21061

2. ~~Secured Party~~ and address(es)
Lessor

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

3. Maturity date (if any):

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

RECORD FEE 11.00
POSTAGE .50
#22297 C345 R01 T10:35
JAN 21 1986

4. This financing statement covers the following types (or items) of property: See Schedule A to Schedule #43 attached hereto and made a part hereof. This financing statement is being filed solely as a precaution. If contrary to the intention of the parties described above, the transaction relating to the property described herein is deemed to be other than a lease.
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: Clerk of Anne Arundel County

ARA Services, Inc.

General Electric Credit Corporation

By: [Signature]
Signature(s) of ~~Debtor~~ Lessee

By: [Signature]
Signature(s) of ~~Secured Party~~ Lessor

(1) Filing Officer Copy — Alphabetical

STANDARD FORM FORM UCC-1.

MP

1986 JAN 21 AM 10:50
E. J. JOHNSON
CLERK

SCHEDULE 'A'
TO LEASE SCHEDULE #43

This schedule is to be attached to and become a part of a Lease dated July 3, 1984 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL No.
One (1)	S/N _____ New Merlin Phone System consisting of but not limited to the following:		
1	Merlin 820 (2LN/5TML)	6120-CU1	
1	Merlin Feat Cart 2	6104-FC2	
1	Merlin 2LN/5 Sta. Exp	61219	
6	Merlin 5-Button Sets	3160-111	
4	Merlin 10 Button Sets	3161-172	
10	Merlin Wiring	2772-MAS	
WITH ALL ATTACHMENTS, ACCESSORIES, WIRING, PLUGS, CABLES AND OTHER ANCILLARY EQUIPMENT INCLUDED IN LESSOR'S COST OF EQUIPMENT. Equipment Location: 107 N. Langley Road Glenn Burnie, MD 21061			

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

Lessor

Lessee

GENERAL ELECTRIC CREDIT CORPORATION(L.S.)

ARA SERVICES, INC. (L.S.)

By: [Signature] (L.S.)By: [Signature] (L.S.)MASDOC0049a/CI-306
0218c

209

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 260071

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

If transaction or transactions wholly or partially subject to 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 Severna Park Shell Corporation
Address 505 Ritchie Highway, Severna Park, MD 21146

2. SECURED PARTY

Name First Eastern Leasing Corp.
Address 30 E. Padonia Road
Timonium, Md 21093

RECORD FEE 11.00
422298 0345 801 110:36
JAN 21 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 - Hunter CH11DM 4-Wheel Alignment System, S/N CA 5810
- 1 - Printer PR 4807
- 1 - Remote Control R 123147
- 1 - 20943 Rack
- 1 - SP94WARI Rotary Lift

MP

1986 JAN 21 08:10:50

CHECK THE LINES WHICH APPLY

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

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

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

1100

G. Mann

(Signature of Debtor)

Gordon M. Mann PRES
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



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Butler Aviation International
Address Post Office Box 460, Montvale, NJ 07645

2. SECURED PARTY

Name First Eastern Leasing Corp.
Address 30 E. Padonia Road
Timonium, Md. 21093

RECORD FEE 11.00
#22299 C345 ROL 710736
JAN 21 '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)

2 - IBM Typewriters, Model # Selectric 3, Serial # 6265925
Model # Selectric 3, Serial # 6258348

Location: BWI Airport, Md. 21240

MP

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)

E. C. REINKOESTER, VP
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]

(Signature of Secured Party)

Louise E. Neutze, Vice Pres.

Type or Print Above Signature on Above Line

1986 JAN 21 10:50

E. J. ...

FINANCING STATEMENT

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

1. Name of Debtor: J. B. C. INC.
Address: P. O. Box 493
Annapolis, Maryland 21403
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 18, 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. 61 as shown on a plat entitled Williamstowne, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 82, folio 26.

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

3. All contract rights in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

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

Debtor:	Secured Party:
J. B. C. INC.	ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION
BY: <u>William B. Carraway</u> William B. Carraway President	BY: <u>William M. Levy</u> William M. Levy

RECORD FEE 11.00
POSTAGE 50
#12234 0040 R02 T11:26

JAN 21 1986

KARL M. LEVY
WILLIAM M. LEVY
ATTORNEYS
FIDELITY BUILDING
210 N. CHARLES ST.
BALTIMORE, MD. 21201

~~THIS RECORDATION OF THIS FINANCING STATEMENT IS VOID AND OF NO EFFECT WITHOUT THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~

1986 JAN 21 AM 11:38

mp

118

FINANCING STATEMENT

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

- 1. Name of Debtor: J. B. C. INC.
Address: P. O. Box 493
Annapolis, Maryland 21403
- 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 18, 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. 59 as shown on a plat entitled Williamstowne, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 82, folio 26.

RECORD FEE 11.00
POSTAGE 50
#12235 0040 R02 T11:27
JAN 21 1986

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

3. All contract rights in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

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

Debtor:	Secured Party:
J. B. C. INC.	ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION
BY: <u>William B. Carraway</u> William B. Carraway President	BY: <u>William M. Levy</u> William M. Levy

mp
 1986 JAN 21 AM 11:38
 E. ADRIAN COLLISON
 CLERK

KARL M. LEVY
 WILLIAM M. LEVY
 ATTORNEYS
 FIDELITY BUILDING
 810 N. CHARLES ST.
 BALTIMORE, MD. 21201

~~PLEASE RECORD THIS FINANCING STATEMENT RECORDS MANE WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~

1103

190916

LIBER - 494 PAGE 034

260075

TO BE RECORDED: Anne Arundel County Financing Statement Records
Anne Arundel County Land Records

FINANCING STATEMENT

- 1. NAME OF DEBTOR: CATHEDRAL STREET ASSOCIATES
539 Devonshire Court
Severna Park, Maryland 21146
- 2. NAME OF SECURED PARTY: PROVIDENT BANK OF MARYLAND
Address: 114 East Lexington Street
Baltimore, Maryland 21202

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

RECORD FEE 24.00
POSTAGE .50
#22365 0777 R01 112:03
JAN 21 86

A. The interest of Debtor in all inventory, equipment, accounts and general intangibles, including without limitation, machinery, lights, signs, licenses, permits, lease agreements, books and records pertaining to the Property hereinafter mentioned, and all substitutions, replacements, additions, accessions, parts, packaging and instruments relating thereto and the proceeds generated therefrom (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) used or usable in connection with the Property (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust, Assignment of Rents and Security Agreement dated DECEMBER 31, 1986, from Debtor to Michael E. Williams and John J. Neubauer, Jr., Trustees, said Property being located in Baltimore City, Maryland, and 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 executed by the Debtor with respect to any part or parcel of the Property and the improvements thereon, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

C. Proceeds of all collateral are covered.

DEBTOR:

CATHEDRAL STREET ASSOCIATES

by: William F. Utz
WILLIAM F. UTZ
General Partner

William Jones
by William Jones Attorney in Fact

✓ Joseph DiRenzo
JOSEPH DIRENZO
General Partner

OFFICE OF THE CLERK
ANNE ARUNDEL COUNTY

1986 JAN 21 PM 12:05

E. AUBREY COLLISON
CLERK

2500
5

(over)
pick up all partners with etc etc
and adv in fact etc

Cathryn Di Renzo by William F. Jones Attorney in Fact
CATHRYN DIRENZO
General Partner

William F. Jones
WILLIAM F. JONES
General Partner

Robert D. Hauck
ROBERT D. HAUCK
General Partner

Joseph P. Manck by William F. Jones Attorney in Fact
JOSEPH P. MANCK
General Partner

NOT SUBJECT TO RECORDATION TAX



COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Reliance Group Company

File No. 190916-A bp

LIBER - 494 PAGE 036
Policy No.

LEGAL DESCRIPTION

BEGINNING FOR THE SAME at the northernmost corner of the building known as 121 Cathedral Street, said point being perpendicular to and 19.17 feet from the centerline of the street as now built, said point intended to be the beginning point of the conveyance from Frank M. Shipley and Dorothy K. Shipley, his wife; John L. Hedeman and Ellen L. Hedeman, his wife; and Richard N. Peeler and Frances S. Peeler, his wife; to 121 Cathedral Street, Inc., by deed dated July 1, 1958, and recorded among the Land Records of Anne Arundel County, in Liber 1235, page 10; and running from said beginning point so fixed and with the face of said building, as it faces Cathedral St. and along Cathedral St. as now established, South 49 degrees 17 minutes 23 seconds East 62.78 feet to the easternmost corner of said building on the southwest side of Cathedral St. at a point that is approximately 18.97 feet from the centerline of said street, and at a point that is intended to be at the end of the South 42 degrees 35 minutes 50 seconds East 62.73 foot line of the above mentioned conveyance;

THENCE leaving Cathedral Street and running with the southeast face of the exterior wall of the building on the herein described, which is along the northwest face of the building known as 115 Cathedral Street along the North 47 degrees 29 minutes 30 seconds East 101.00 foot line of the conveyance from James J. Skordas to George B. Woelfel, Jr. and Kathleen L. Woelfel, his wife, reversely, South 42 degrees 01 minute 56 seconds West 102.09 feet to an iron pipe found at the westernmost corner at the end of North 42 degrees 35 minutes 50 seconds West 24.58 foot line of the conveyance from James J. Skordas, Executor, to George B. Woelfel, Jr. and Kathleen L. Woelfel, his wife, by deed dated January 31, 1964, and recorded in Book 1728, page 334;

THENCE leaving the Woelfel conveyance of 115 Cathedral St., and running with the South 47 degrees 29 minutes 30 seconds West 41.88 foot line of the conveyance from L. Vernon Miller, Jr., Trustee, to 121 Cathedral St., Inc., by deed dated February 2, 1970, and recorded among the Land Records in Liber 2328, page 43; which is the exception to the conveyance from Donald G. Van Reenan and Carol J. Van Reenan, his wife, to the Annapolis Urban Renewal Authority by deed dated November 17, 1971, and recorded in Book 2450, page 129, and binding on said conveyance, and the extension of said 41.88 foot line, as corrected to Annapolis Grid North, and following the North, 42 degrees 08 minutes 25 seconds East 66.41 foot line of a 0.53 acre parcel to be conveyed by the Annapolis Urban Renewal Authority to the Mayor and Alderman of the City of Annapolis for a parking lot reversely, and as now corrected for minor survey adjustments, South 42 degrees 16 minutes 57 seconds West 66.55 feet to PK Nail found at the beginning of said line in the blacktop pavement. The last line having projected 25 feet more or less into the conveyance from Julia Margaret Ellers, widow, to 121 Cathedral St., Inc., by deed dated March 12, 1958, and recorded in Liber 1191, page 181; along the North 42 degrees 25 minutes 44 seconds East 24.66 foot line of the conveyance from 121 Cathedral St., Inc., to

CONTINUED



COMMONWEALTH LAND

TITLE INSURANCE COMPANY

A Reliance Group Company

LIBER 2687 PAGE 037

File No. 190916-A bp

Policy No.

Page 2 of 2, LEGAL DESCRIPTION

Annapolis Urban Renewal Authority dated June 26, 1974, and recorded in Liber 2687, folio 64;

THENCE continuing with the outlines of the proposed conveyance to the Mayor and Alderman of the City of Annapolis and crossing part of the conveyance first mentioned from Shipley, Hedeman, and Peeler, to 121 Cathedral St., Inc., recorded in Liber 1235, page 10, North 49 degrees 0 minutes 14 seconds West 43.26 feet to a PK Nail found in the top of a wall;

THENCE continuing with the conveyance to the Mayor and Alderman and with part of the North 38 degrees 08 minutes 40 seconds East 75.83 foot line of the said last mentioned conveyance recorded in Liber 1235, page 10, as corrected to Annapolis Grid North, North 32 degrees 47 minutes 13 seconds East 70.14 feet to an iron pipe found against the northwest face of the building known as 121 Cathedral St. at a bend in said building wall;

THENCE leaving the proposed conveyance to Mayor and Alderman and continuing with the outlines of the conveyance to 121 Cathedral Street, Inc., and with the lines of the conveyance from The Nicholson Corporation to William F. Grovermann by deed dated July 8, 1970, and recorded in Liber 2351, page 669, reversely, North 38 degrees 45 minutes 59 seconds East 66.68 feet to a corner of said building;

THENCE continuing with the outside face of the wall of said building, North 50 degrees 12 minutes 08 seconds West 4.15 feet to a corner of said building;

THENCE continuing with the northwest face of the building known as 121 Cathedral St. and the lines of said conveyance, North 42 degrees 01 minute 12 seconds East 32.33 feet to the place of beginning;

THENCE known as 117, 119, and 121 Cathedral Street, being the remaining part of the conveyance from Frank M. Shipley and Dorothy K. Shipley, his wife; John L. Hedeman and Ellen L. Hedeman, his wife; and Richard N. Peeler and Frances S. Peeler, his wife, to 121 Cathedral Street, Inc., by deed dated July 1, 1958, and recorded in Liber 1235, page 10, after the conveyance from said 121 Cathedral Street to the Annapolis Urban Renewal Authority by deed dated June 25, 1974, and recorded among the Land Records in Liber 2687, page 64, has been taken out and being part of the conveyance from Julia Margaret Ellers, widow, to 121 Cathedral Street, Inc., by deed dated March 12, 1958, recorded in Liber 1191, page 181, and being all of the conveyance from L. Vernon Miller, Jr., Trustee, to 121 Cathedral Street, Inc., by deed dated February 2, 1970 and recorded in Liber 2328, page 43. Intending to convey all that remains of the 121 Cathedral St., Inc. property at this location, and as surveyed by J. R. McCrone, Jr., Inc. Registered Professional Engineers and Land Surveyors on June 22, 1977, and described June 27, 1977, as shown on a plat recorded with description in Deed dated September 2, 1977 and recorded among the Land Records of Anne Arundel County in Liber WGL 3000, folio 440 from 121 Cathedral Street, Inc., to REICO - 121 ASSOCIATES.

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1631 Eye St., N.W. Washington, D.C. 20006

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT
RECORD 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) No. Street City State
(Last Name First)

SULLER, GEORGE A. 21 Sumac Road, Glen Burnie, Md. 21061
SULLER, REGINA A. 21 Sumac Road, Glen Burnie, Md. 21061

Name of Secured Party or assignee No. Street City State
STATE NATIONAL BANK OF MARYLAND, 11616 Rockville Pike, Rockville, Md. 20852

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

SEE EXHIBIT "B" attached hereto and hereby
incorporated by reference

KATZ, FROME AND SLAN, P.A.
ATTORNEYS AT LAW
10605 CONCORD STREET
KENSINGTON, MD. 20895

RETURN TO:

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

CHECK THE LINES WHICH APPLY

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

Part of the
3. collateral is goods which are or will become fixtures: The above described goods are
fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish
general description of real estate and name of record owner.) If blocks system is main-
tained, state house number and street, if there be any, or block reference.
SEE EXHIBIT "A" attached hereto and hereby incorporated by
reference

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

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING
The underlying secured transaction(s) being publicized by this Financing Statement is not
subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland,
as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

George A. Suller (SEAL) _____ (Seal)
GEORGE A. SULLER (Corporate, Trade or Firm Name)

Regina A. Suller (SEAL) _____
REGINA A. SULLER Signature of Secured Party or Assignee

(Type or print name under signature)

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

RECORD FEE 12.00
POSTAGE .50
#22341 0345 601 71136
JAN 21 86

1985 JUN 21 PM 12:20

12
11

EXHIBIT "A"

BEING known and designated as Lot No. 11 of Section C, Plat of Bonnac Fields, recorded among the Plat Records of Anne Arundel County in Plat Cabinet E, Rod E-4 Plat #5, now Plat Book No. 18, 1876-18.

EXHIBIT "B"

PROPERTY SUBJECT TO SECURITY INTEREST

Any and all fixtures, appliances, machinery and equipment of any nature whatsoever, and other articles or personal property at any time now or hereafter installed in, attached to or situated in or upon the land described in Exhibit "A" or the buildings and improvements now erected or to be erected thereon, or used or intended to be used in connection with the real estate, or in the operation of the buildings and improvements, plant or business situate or operated thereon (the "Property"), whether or not the personal property is or shall be affixed hereto.

Including, without limiting the generality of the foregoing, all furnaces, boilers, machinery, ranges, engines, stokers, pumps, heaters, tanks, compressors, dynamos, motors, electrical transformers, lifts, cranes, pipes, pipe connections, conduits, ducts, partitions, communication systems, storm and screen windows, doors, refrigerators, ovens, kitchen equipment, televisions, carpeting, furniture, furnishings, swimming pool apparatus, and other recreational equipment, elevators, if any, television antennas, tubs and enclosures, sinks, toilets, vanities, built-in cabinets, vending machines, signs, tools, and all equipment, appliances and apparatus of every kind and description now or hereafter affixed or attached to or contained within and used or procured for use in connection with said buildings or improvements for heating, cooling, lighting, plumbing, ventilation, sprinkling, irrigating, refrigerating or air conditioning, or for providing water, gas, electricity or other services or the general operation of the buildings and improvements, or business, if any, situate or operated thereon, licenses, permits, franchises, if any, and other documents relating to the operation of the Property, and all rents, issued and profits arising out of the operation of the Property.

Such security interest shall extend to and include as well any and all proceeds and products of such fixtures and personal property and any and all subsequently acquired fixtures and personal property by way of replacement, substitution, addition or otherwise and the proceeds and products thereof.

STATE OF MARYLAND
 LIBER - 494 PAGE 010 260077
 Identifying File No. _____
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 November 4, 1985, presented to a filing officer for filing pursuant to the Uniform Commercial Code. A recordation tax of \$198.00 has been submitted to the

1. DEBTOR Maryland Department of Assessments and Taxation in connection with the filing of this financing statement.

Name Primedical, Inc.
 Address 2661 Riva Road, #610, Annapolis, MD 21401

2. SECURED PARTY

Name Acacia Mutual Life Insurance Company
 Address 51 Louisiana Avenue, N.W., Washington, D.C. 20001

David P. Parker, Allied Investment Corp., 1625 I St., N.W., Ste. 603,
 Person And Address To Whom Statement Is To Be Returned If Different From Above.
Washington, D.C. 20006

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list Debtor's furniture, fixtures, machinery, equipment (excluding titled motor vehicles), inventories (raw materials, work-in-progress, finished goods and supplies), contract rights, and all tangible and intangible assets now owned or later acquired, whether or not purchased with loan proceeds, and all proceeds and products thereof, located at above address, or elsewhere.

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)

 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

[Signature]
 (Signature of Secured Party)

Joseph A. Clorey, III, Acacia Mutual
 Type or Print Above Signature on Above Line
 Life Insurance Company

1985 JAN 21 PM 1:28
 E. ADRIEN GOULIVSON
 CLERK

RECORD FEE
 POSTAGE
 11.00
 .50
 JAN 21 86

Anne Arundel County (F)
STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 207-126 Rev. 2-84

LIBER - 494 PAGE 041

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

This Statement refers to original Financing Statement, Identifying File No. _____ recorded in

Liber 467, Folio 100 on 11/28/83 at Anne Arundel Co., Md.
Date Location

1. DEBTOR(S):

Name(s) MELART JEWELERS, INC.

Address(es) 62 Annapolis Mall, Annapolis, Md. 21401

2. SECURED PARTY:

Name GENERAL ELECTRIC CREDIT CORP.

Address 388 Evans St., Williamsville, N. Y. 14221

RECORD FEE 10.00
POSTAGE .50
#22517 077 R01 T08:58
JAN 22 86

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

MELART JEWELERS, INC. 816 Thayer Ave., Silver Spring, Md. 20910

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

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

8.

9. SIGNATURES.

Homer A. Speaker
HOMER A. SPEAKER, SECRETARY

SECURED PARTY

GENERAL ELECTRIC CREDIT CORP.

By R.L. Hendley
R. L. HENDLEY, ACCOUNT MANAGER
(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.

MP
1986 JAN 22 AM 9:00
E. MURPHY COLLISON
CLERK

File with: Clerk of The Circuit Court For AA Co.

LIBER - 494 PAGE 042

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 236840 Dated 27th, February 1981

Record Reference Liber 434 Page 518

RECORD FEE 10.00
POSTAGE .50

2. DEBTOR is:

Name: J & S Auto Parts, Inc. Patricia A. Pannuty, Sec.t/Treasurer
(Last Name First)

#22519 0777 R01 108:59
JAN 22 86

Address: 500 Mountain Road, Pasadena, Maryland 21122

3 SECURED PARTY is:

Name: The Bank of Glen Burnie

MP

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

1981 JUN 22 AM 9:00

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

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

SECURED PARTY:

THE BANK OF GLEN BURNIE

1000
Dated December 30, 19 85

By: Donald M. Fosler (Title)
Vice President



FILE WITH: Clerk of The Circuit Court
for A A Co.

LIDER - 494 PAGE 043

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 252675 Dated 23rd, May, 1984
Record Reference Book 474 Page 559

2. DEBTOR is:

Name: J and S Auto Parts, Inc. - Samuel T. Pannuty, President
(Last Name First)

Address: 500 Mountain Road, Pasadena, Maryland 21122

3. SECURED PARTY is:

Name: The Bank of Glen Burnie

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

RECORD FEE 10.00
POSTAGE .50
#22519 0777 R01 109:00

JAN 22 86

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

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

SECURED PARTY:

THE BANK OF GLEN BURNIE

Dated December 30, 1985

By: Donald M. Fowler (Title)
Vice President

1000

MP
RECEIVED
1986 JUN 22 AM 9:00
E. ADRIAN COLLISON
CLERK

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

January 10, 1986

Not subject to Recordation Tax
Principal amount of debt secured is:
\$2,120,000.00

FINANCING STATEMENT

mp
RECEIVED FEE POSTAGE
#22549 0345 ROL T101 L2
17.00
1.50
JAN 22 1986
1986 JAN 22 AM 10:09
EAST COLLISON

1. Debtor: Address:
MARVIN SATISKY 11407 Woodland Drive
Lutherville, Maryland 21093
2. Secured Party: Address:
FIRST AMERICAN BANK OF MARYLAND 8701 Georgia Avenue
Silver Spring, Maryland 20910
3. Trustees: Address:
WILLIAM E. THOMPSON and
MARY C. MARTIN 8701 Georgia Avenue
Silver Spring, Maryland 20910
4. THIS FINANCING STATEMENT COVERS:

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 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

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

All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

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

2.0

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.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owned by the Debtor to the Secured Party.

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

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

DEBTOR:

 [SEAL]
Marvin Salsky

SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

By:  _____
(Title)

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

Linowes and Blocher
8720 Georgia Avenue, Fifth Floor
P.O. Box 8728
Silver Spring, Maryland 20907
Attention: Richard M. Zeidman, Esquire

PARCEL A

BEGINNING for the same at an iron pipe found at the southeasterly corner of land property of Abraham Gaither described in a deed recorded among the Land Records of Anne Arundel County, Maryland, in Liber 267, Folio 154, said pipe being distant 432.69 feet more or less from the north side of Maryland Route 198 as widened and described by State Roads Commission Plat #47084, said pipe also being distant 552.6 feet more or less easterly from the centerline of Brock Bridge Road 30 feet wide, thence binding on the fourth line of land to be known as Parcel B and described in a plat and description of even date and intended to be recorded, and binding successively on the easterly lines of land formerly described as Parcel 4 and Parcel 1 (Part 2) of a deed recorded among the aforesaid Land Records in Liber 1874, Folio 441 (Grantee: Consolidated Oil Products, Inc.) and a lot of ground described in Liber 1655, Folio 327 (Grantee: Nicholas Andrew and Jean E. Andrew, his wife) and part of Parcel 3 of the aforesaid deed reference Liber 1874, Folio 441, South 02° East 432.69 feet to an iron pipe to be set in the north line of the Maryland Route 198 as widened and described by the States Roads Commission Plat #47084, thence with the line of said Road and passing successively across land formerly described as Parcels Three and Six of the aforesaid deed reference Liber 1874, Folio 441, and land formerly granted to Consolidated Oil Products, Inc., in a deed recorded among the aforesaid Land Records in Liber 1959, Folio 310, westerly by a curve to the left with a radius of 5398.89 feet the arc distance of 235.26, the chord of said arc being South 86° 10' 38" West 235.24 feet to an iron pipe to be set in the line of the said highway in the south-east corner of a lot of ground property of Jeffrey Sandelman described in a deed recorded among the aforesaid Land Records in Liber 3615, Folio 132, thence binding on the outline of said lot the following two courses and distances: North 00° 39' 59" East 165.54 feet to an iron pipe to be set; South 88° 45' 53" West 150.00 feet to an iron pipe to be set, which point lies in the easterly line of land property of Humble Oil and Refining Company (Exxon) and described in a deed recorded amongst the aforesaid Land Records in Liber 2428, Folio 656, thence with the outline of said land the following two courses and distances; North 00° 25' 34" East 58.37 feet to an iron pipe to be set; North 76° 49' West 226.76 feet to an iron pipe to be set in the southeasterly line of Brock Bridge Road 30 feet wide, thence binding on the line of said road; North 12° 36' 21" East 199.78 feet to an iron pipe to be set, said point being the southwesterly corner of land property of Joseph Watson and Margarte Watson, his wife, and recorded amongst the aforesaid Land Records in Liber 766, Folio 480, thence with the outline of said land the following two courses and distances: South 78° 44' East 245.12 feet to an iron pipe to be set; North 11° 16' East 87.50 feet to an iron pipe found, said pipe being in the southerly line of land property of Abraham Gaither as described above, thence with said line South 78° 44' East 292.54 to the point of beginning.

CONTAINING 4.3639 Acres more or less according to a survey and plat by McCrone, Inc., Registered Land Surveyors, in February and March 1985

EXHIBIT "A"

page 1 of two pages

PARCEL B

BEGINNING for the same at an iron pipe found at the southeasterly corner of land property of Abraham Gaither described in a deed recorded among the Land Records of Anne Arundel County, Maryland, in Liber 267, Folio 154, said pipe being distant 432.69 feet more or less from the north side of Maryland Route 198 as widened and described by State Roads Commission Plat #47084, said pipe also being distant 552.66 feet more or less easterly from the centerline of Brock Bridge Road 30 feet wide thence by a new line of division and binding on land remaining the property of Nicholas Andrew described in a deed recorded among the aforesaid Land Records in Liber 2257, Folio 424; South 78° 44' East 236.27 feet to a pipe to be set; thence and binding partly on the easterly outline of land described in a deed recorded among the aforesaid Land Records in Liber 2400, Folio 785; South 02° East 376.71 feet to an iron pipe to be set in the northerly line of Maryland Route 198 as widened and described in State Roads Commission Plat 47084, thence binding a said right of way line westerly by a curve to left with a radius of 5398.89 feet, the arc distance of 230.02 feet, the chord of said arc being; South 87° 33' 37" West 229.98 feet to an iron pipe to be set in the southeast corner of land described as Parcel A in a plat and description of even date and intended to be recorded, thence binding on the easterly line of said parcel and binding on the westerly outline of land formerly described as Parcel 2 within the aforementioned deed reference Liber 1945, Folio 437, and also binding successively on the easterly lines of land formerly described as Parcel 3 of a deed recorded among the aforesaid Land Records in Liber 1874, Folio 441 (Grantee: Consolidated Oil Products Inc.), a lot of ground described in Liber 1655, Folio 327 (Grantee: Nicholas Andrew and Jean E. Andrew, his wife) and Parcels One (Part 2) and Four of the aforesaid deed reference Liber 1874, Folio 441; North 02° West 432.69 feet to the point of beginning.

RESERVING unto the Grantors herein in fee a strip of land 5 feet wide running along the eastern boundary of Parcel B hereinbefore described, the easterly line of said strip being described as running from the north side of Maryland Route 198 and with the South 02° 00' 00" East line the reverse thereof North 02° 00' 00" West 376.71 feet to the end thereof.

CONTAINING 2.1266 Acres more or less, inclusive of the above reservation, according to a survey and plat by McCrone, Inc., Registered Land Surveyors, in February and March 1985.

EXHIBIT "A"

page 2 of two pages

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

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

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

This financing statement Dated 1/22/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Charles J. Wasitis, Jennifer S. Wasitis, Crownsville Nursery
 Address 1241 Generals Highway, Crownsville, MD 21032

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 debtor and all proceeds (cash and non-cash) of such inventory, equipment, accounts and other rights to payment, and general intangibles.

RECORD FEE 13.00
 POSTAGE 50
 #12419 0237 R02 T13:15
 JAN 22 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)

Charles J. Wasitis and Jennifer S. Wasitis t/a Crownsville Nursery

Charles J. Wasitis
 (Signature of Debtor)

Charles J. Wasitis
 Type or Print Above Name on Above Line

Jennifer S. Wasitis
 (Signature of Debtor)

Jennifer S. Wasitis
 Type or Print Above Signature on Above Line

David S. Proctor
 (Signature of Secured Party)

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

MP
 1986 JAN 22 PM 1:15
 E. MORGAN COLLISON
 CLERK

13.50

260081

FINANCING STATEMENT

RECORD FEE 11.00
RECORD TAX 1190.00
POSTAGE .50
#22643 0777 R01 T15:17
JAN 22 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 \$ 170,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk Circuit Court of Anne Arundel County

5. Debtor(s) Name(s) Address(es) 1434 Foxwood Ct. PO Box 9741
 R. E. Petty Building Materials, Inc. Annapolis, Md. 21401 Arnold Md. 21012
 424 Broadneck Rd. 100 Old Mill Bottom Rd.
 Annapolis, Md. 21401 Annapolis, Md. 21401

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Shirley Phipps 100 South Charles Street
 Loan Documentation Assistant Baltimore, Maryland 21201

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

XA. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

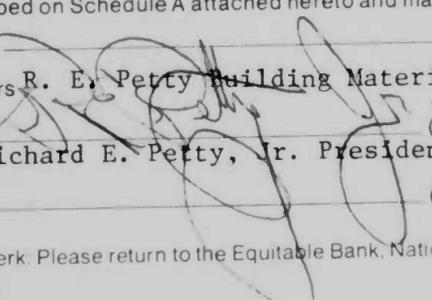
F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

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

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

Debtors R. E. Petty Building Materials, Inc.

By:  (Seal) _____ (Seal)

Richard E. Petty, Jr. President _____ (Seal)

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

Form 609 (7-82)

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

11.00
1190.00
50

1986 JAN 22 PM 3:39
 E. KUPINSKI, CLERK

11-50

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 242249 recorded in
Liber 449, Folio 29 on April 22, 1982 (Date).

DEBTOR(S):

Name(s) J. E. Owens, III, Contracting, Inc.

Address(es) 10 South River Clubhouse Road
Harwood, Maryland 20776

2. SECURED PARTY:

Name Maryland National Bank

Address P.O. Box 871, Annapolis, Maryland 21404

RECORD FEE 10.00
POSTAGE .50
#22649 DTG R01 715:30
JAN 22 86

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

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

- 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 *Peggy A. Hall*

Peggy A. Hall, Commercial Banking Officer
(Type, Name and Title)

DEBTOR(S)

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

1000
JD

1986 JAN 22 PM 3:39
E. AUDREY GALLISON
CLERK
MP

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed 1/68

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 248661 recorded in
Liber 465, Folio 47 on August 17, 1983 (Date).

DEBTOR(S):
 Name(s) J. E. Owens, III, Contracting, Inc.
 Address(es) 10 South River Clubhouse Road
 Harwood, Maryland 20776

2. SECURED PARTY:
 Name Maryland National Bank
 Address P.O. Box 871, Annapolis, Maryland 21404

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

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

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.

RECORDING FEE 10.00
POSTAGE .50
#22450 0777 801 115432

JAN 22 86

9. SIGNATURES.

SECURED PARTY

.....

Maryland National Bank

By *Peggy A. Hall*

Peggy A. Hall, Commercial Banking Officer
(Type, Name and Title)

DEBTOR(S)

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

MP
1986 JAN 22 PM 3:39
FAYBURN & COLLISON
CLERK

1000
/D

FINANCING STATEMENT

260052

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

5. Debtor(s) Name(s) Address(es)
 Arundel Equipment, Inc. 305 E. Frunace Branch Road
 Glen Burnie, Maryland 21061

RECORD FEE 11.00
 POSTAGE .50
 #22550 0777 001 715:53
 JAN 22 86

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Teresa A. DeWitt 100 S. Charles Street
 Documentaiton 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 Arundel Equipment, Inc.
 By: Frank J. Scott, Sr., President (Seal) _____ (Seal)
 _____ (Seal) _____ (Seal)

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

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

1150

MP

1986 JAN 22 PM 3:57

WILLIAM COLLISON

SCHEDULE A

LIBER - 494 PAGE 054

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, a national banking association and Arundel Equipment, Inc., a Maryland corporation.

Section F (continued)

- (1) New Caterpillar Excavator, Serial # 51U05828
Engine, Serial # 79V12485
- (1) New Caterpillar Excavator, Serial # 51U 05825
Engine, Serial # 79V12473
- (1) New Caterpillar Excavator, Serial # 51U5712
Engine, Serial #79V12247
- (1) New Caterpillar Wheel Loader, Serial # 94Z00954
- (1) New Caterpillar Wheel Loader, Serial # 94Z00938
- (1) New Caterpillar Wheel Loader, Serial # 94Z00941

Section G (continued)

All of the Debtor's right, title, privilege, and interest which Debtor has or may have in lease agreements dated December 20, 1984 and February 6, 1984 covering the equipment described in this Schedule A hereinafter sometimes referred to as "Lease Agreements", between Debtor and S S C Corporation, including all rents and payments and other income now due and hereafter to become due therefrom on the leases assigned, and any and all lease agreements which may be entered into hereafter for equipment hereafter pledged to Equitable Bank, National Association as collateral pursuant to a Security Agreement.

Arundel Equipment, Inc.

By: Frank J. Scott, Sr. (SEAL)
Frank J. Scott, Sr., President

TO BE RECORDED IN THE
FINANCING RECORDS

NOT SUBJECT TO RECORDATION TAX

260115

FINANCING STATEMENT

- | | | | |
|---|---|-----------------------|--------------|
| 1. Debtor:
Stonington Limited Partnership | Address:
1489 Tenbury Common
Annapolis, MD 21401 | | |
| 2. Secured Party:
SECOND NATIONAL BUILDING
& LOAN, INC. | Address:
P.O. Box 2558
Salisbury, MD 21801
Attn: Marion J. Minker, Jr. | RECORD FEE
POSTAGE | 18.00
.50 |

3. This Financing Statement covers:

#22620 0777 P01 J14134
JAN 22 '86

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit A or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditions, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operating of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particular, but not by way of limitation, all cash on hand, equipment, and all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rent or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any preceding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All money on deposit at any time or from time to time in the Stonington Limited Partnership checking accounts, if any, created by the Loan Agreement executed even date hereto between the Debtor and the Secured Party.

4. The aforesaid items are included as security in a Deed of Trust given by the Debtor to Henry A. Berliner, Jr. and Marion J. Minker, Jr., Trustees for the benefit of the Secured Party whereby the Debtor conveyed its fee simple interest of the property described in Exhibit "A" attached hereto to the Trustees, in trust, to secure the repayment of a loan in the amount of \$2,810,000.00. The Deed of Trust and an Additional Security Assignment of Leases have been recorded or will be recorded among the Land Records of Anne Arundel County.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

MP

1986 JUN 22 PM 2:57
E. MURPHY COLLISON
CLERK

DEBTOR:

STONINGTON LIMITED PARTNERSHIP

BY John M. Greco
JOHN M. GRECO, President of
JMG DEVELOPMENT CORPORATION,
General Partner

SECURED PARTY:

SECOND NATIONAL BLDG. & LOAN, INC.

BY Marion J. Minker, Jr.
MARION J. MINKER, JR.
Senior Vice President

Dated: January 10, 1986

MR. CLERK: Return to:

MANIS, WILKINSON, SNIDER AND GOLDSBOROUGH, CHARTERED
145 Main/Gorman Streets
P.O. Box 921
Annapolis, MD 21404
Attn: Nicholas Goldsborough, Esquire



January 6, 1986

DESCRIPTION OF PROPERTY SITUATED
IN THE 3RD TAX DISTRICT
OF
ANNE ARUNDEL COUNTY, MARYLAND

Being all of the lands conveyed by John J. Kirkness to Wilson K. Barnes et ux by deed dated February 1, 1945, recorded among the land records of Anne Arundel County, Maryland in liber JHH 324 Folio 210, being bounded and described as follows:

BEGINNING for the same at a point in the centerline of SHORE ACRES ROAD and being on a prolongation of the eastern outline or S 08° 34' 20" W 1058.57 foot, plat line of a subdivision entitled: "SECTION I ULMSTEAD ESTATES," recorded among the said land records in Plat Book 32 Folio 63; thence leaving said centerline and binding reversely with said eastern outline.

1. N 08° 34' 20" E a distance of 1078.30 feet to a concrete monument found at the beginning of the said eastern outline; thence leaving said "SECTION I ULMSTEAD ESTATES" and binding on the eastern outline of now or formerly the lands of RUTH E. SPRIGGS, recorded among the said land records in Liber 258 Folio 49
2. N 12° 31' 34" E a distance of 2073.77 feet to a concrete monument found, passing in transit thru a concrete monument found at 561.67 feet; thence
3. N 23° 35' 51" W a distance of 86.47 feet to a concrete monument found; thence
4. N 16° 39' 09" E a distance of 23.22 feet to the mean high waterline of the Magothy River; thence leaving the said eastern outline of now or formerly the lands of RUTH E. SPRIGGS and with the said Magothy River
5. S 58° 25' 45" E a distance of 29.79 feet to the end of a Stone Bulkhead; thence with said Bulkhead and Magothy River
6. N 34° 49' 27" E a distance of 31.85 feet; thence
7. S 46° 42' 16" E a distance of 66.32 feet; thence
8. S 87° 31' 47" E a distance of 9.60 feet; thence
9. S 68° 10' 34" E a distance of 29.58 feet; thence

EXHIBIT "A"
cont'd

10. S 33° 44' 13" E a distance of 10.12 feet; thence
11. S 67° 00' 25" E a distance of 27.34 feet; thence
12. S 70° 06' 10" E a distance of 156.85 feet; thence leaving said bulkhead and continuing with said mean high waterline of the Magothy River
13. S 75° 45' 06" E a distance of 260.39 feet; thence
14. S 78° 59' 09" E a distance of 189.45 feet; thence
15. N 83° 40' 50" E a distance of 145.59 feet; thence
16. S 82° 19' 37" E a distance of 135.30 feet; thence
17. N 87° 13' 11" E a distance of 133.63 feet; thence
18. N 34° 32' 37" E a distance of 11.25 feet; thence
19. N 67° 45' 55" E a distance of 12.79 feet; thence leaving said Magothy River and binding on the western outline of the lands now or formerly of CHARLES H. DANKMEYER, JR. recorded among the said land records in Liber 2879 Folio 829
20. S 04° 39' 11" W a distance of 684.43 feet to a concrete monument found, passing in transit thru two iron pipes found at a distance of 21.67 feet and 43.46 feet; respectively; thence
21. S 11° 59' 55" W a distance of 847.65 feet to a concrete monument found; thence leaving said western outline and binding reversely with the N 86° 58' W 589.92 feet and S 19° 35' W 1466.55 feet plat lines of a plat of subdivision entitled: "REVISED PLAT OF SHORACRES" recorded among the said land records in Plat Book 7 Folio 19
22. S 86° 17' 15" W a distance of 589.84 feet to a concrete monument found; thence
23. S 12° 52' 04" W a distance of 1467.40 feet to the centerline of SHORE ACRES ROAD, passing in transit thru an iron pipe found at 691.37 feet; thence
24. S 88° 55' 05" W a distance of 611.49 feet to the point of beginning

LIBER - 494 PAGE 058

Containing 2,920,088.03 square feet or 67.03600 acres of land, more or less.

STATE OF MARYLAND

LIBER - 494 PAGE 059

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

260033

If transaction or transactions wholly or partially subject to 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 NARCO Investors, Inc.

Address 426 W. Maple Road, Linthicum, MD 21090

2. SECURED PARTY

Name Heller Financial, Inc.

Address 900 Circle 75 Parkway, Suite 900, Atlanta, GA 30306

Person And Address To Whom Statement Is To Be Returned 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.

RECORD FEE 11.00
POSTAGE 50
#02676 0255 401 109344
JAN 23 88

24:58 AM
1986 JUN 23 AM 9:12
REGISTRATION CLERK
MP

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John F. Turben
(Signature of Debtor)

John F. Turben

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

R. L. Philson
(Signature of Secured Party)

R. L. Philson

Type or Print Above Signature on Above Line

11/10
50

EXHIBIT A

All personal property of the debtor now existing and hereafter acquired, created, or arising, including all property of the following types: accounts, chattel paper, returned, reclaimed, repossessed and unshipped goods; inventory, including without limitation raw materials, work in process, finished goods, and supplies; documents, including without limitation general intangibles, all proceeds and products of the foregoing; all books, records, computer programs and systems used in connection with or related to the foregoing.

Debtor has no right to sell or otherwise dispose of the collateral, except inventory in the ordinary course of business.

John F. Turben
John F. Turben
Chairman

[Signature]
Signature of Secured Party
Title: President

STATE OF MARYLAND

LIBER - 494 PAGE 061

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

260081

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

If transaction or transactions wholly or partially subject to 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 North American Refractories Company
Address 426 W. Maple Road, Linthicum, MD 21090

2. SECURED PARTY

Name Heller Financial, Inc.
Address 900 Circle 75 Parkway, Suite 900, Atlanta, GA 30306

Person And Address To Whom Statement Is To Be Returned 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.

RECORD FEE 11.00
POSTAGE 50
422677 0055 R01 70244
JAN 23 88

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John F. Turben
(Signature of Debtor)

John F. Turben
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

R. L. Philson
(Signature of Secured Party)

R. L. Philson
Type or Print Above Signature on Above Line

1100
50

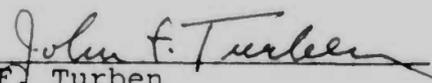


494-61A

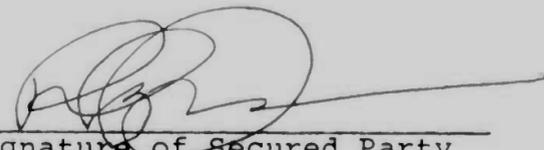
EXHIBIT A

All personal property of the debtor now existing and hereafter acquired, created, or arising, including all property of the following types: accounts, chattel paper, returned, reclaimed, repossessed and unshipped goods; inventory, including without limitation raw materials, work in process, finished goods, and supplies; documents, including without limitation general intangibles, all proceeds and products of the foregoing; all books, records, computer programs and systems used in connection with or related to the foregoing.

Debtor has no right to sell or otherwise dispose of the collateral, except inventory in the ordinary course of business.



John F. Turben
Chairman



Signature of Secured Party
Title: President

260035

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR PSYCHOLOGICAL COUNSELING AND CONSULTATION CENTER (a partnership) Name consisting of Edward P. Dworkin, Michael R. Nebosch and Edwin C. Susskind Address 517 Empire Towers Bldg, 7310 Ritchie Hwy.

2. SECURED PARTY Glen Burnie, MD 21016

Name HOPKINS LEASING corp. Address 201 Hilton Plaza Baltimore, MD 21208

RECORD FEE 14.00
POSTAGE .50
JAN 23 86

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

3. Maturity date of obligation (if any) N/A

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

one (1) ASUZI Model Pro 616 Electronic Key Telephone System having maximum capacity of 6 incoming lines and 8 stations installation to consist of two (2) lines and five (5) stations, one (1) Key Service Unit, five (5) Electronic telephones, music on hold, and all necessary wiring, jacks and ancillary terminating equipment required for a turn-key installation.

CHECK THE LINES WHICH APPLY

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

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

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

Edward P. Dworkin
(Signature of Debtor)

EDWARD P DWORIN
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bruce A. Reichelderfer, Jr.
(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.
Type or Print Above Name on Above Line

mp
1986 JAN 23 AM 10:24
E. SUSKIN CONSULTING

148/50

AA

LIBER - 494 PAGE 063

260086

FINANCING STATEMENT FORM UCC-1
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. _____

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Mr. Richard L. Hack
Address 2051 Chesapeake Road, Annapolis, MD 21401

2. SECURED PARTY

Name United States Fidelity & Guaranty Co.
Address 100 ^{Light} White Street
Baltimore, MD 21203

RECORD FEE 11.00
#22879 0777 R01 T88:47
JAN 23 1986

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

3. Maturity date of obligation (if any) _____

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

All of Debtor's right, title and interest as limited partner in Colorado Springs Mall Limited Partnership, a Colorado limited partnership.

CHECK THE LINES WHICH APPLY

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

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

Type or Print Above Name on Above Line

Clara Wrench, Atty in fact
(Signature of Debtor)

Type or Print Above Signature on Above Line

Jerry Kaplan Agent
(Signature of Secured Party)

Type or Print Above Signature on Above Line

11/00

260037

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

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

<p style="text-align: center;"><u>DEBTOR</u></p> <p><u>Curtis L. Denton T/A West Pasadena</u> <small>(Name)</small> <u>8355 Ritchie Highway</u> <small>(Address)</small> <u>Pasadena, Maryland 21122</u> <small>(Address)</small></p>	<p style="text-align: center;"><u>SECURED PARTY (OR ASSIGNEE)</u></p> <p><u>THE FIRST NATIONAL BANK OF MARYLAND</u> <small>(Name of Loan Officer)</small> <u>Attn: Catherine T. Lewis</u> <small>(Name of Loan Officer)</small> <u>18 West Street</u> <small>(Address)</small> <u>Annapolis, Maryland 21401</u> <small>(Address)</small></p>
--	---

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

See Attachment A

[Handwritten scribble]

RECORD FEE 12.00
 POSTAGE .50
 42283 C777 R01 T08:53
 JAN 23 86

ml
 1986 JAN 23 AM 10:25
 COLLISON

120030

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.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
_____ <small>(Seal)</small>	_____ <small>(Seal)</small>
<i>Curtis L. Denton</i> <small>(Signature)</small>	_____ <small>(Signature)</small>
<u>Curtis L. Denton T/A West Pasadena</u> <small>(Print or Type Name) AmOCO</small>	_____ <small>(Print or Type Name)</small>



Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Assets; (3) any of Borrower's assets in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

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) Edward W. Weibe 614 Surfside Baltimore, Md 21225	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>CONFIDENTIAL LOAN DEPT.</u> P. O. BOX 1573 BALTIMORE, MD 21203 Return to Secured Party J. M. HITCH
--	---

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

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

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

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

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

E. Other. 1973 Halmark Mobile Home
Serial # 55343

RECORD FEE 11.00
 RECORD TAX 63.00
 POSTAGE .50
 #22690 0777 R01 T09:02
 JAN 23 86

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: \$ 9000.00

DEBTOR:

Edward W. Weibe
(Type Name)

By: Edward W. Weibe

By: _____

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: W. G. Schreiber

By: W. G. SCHREIBER
(Type Name)

By: _____
(Date Signed by Debtor) 12/13/1985

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.

Stamps \$ 63.00
 Record \$ 11.00
 Postage \$.50
 Total \$ 74.50

11.00
 63.00
 50

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1986 JAN 23 AM 10:25

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 494 PAGE 067
Identifying File No. 260083

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

If transaction or transactions wholly or partially subject to 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
#22691 0777 R01 TOP:05
JAN 23 86

1. DEBTOR

Name Tire Merchants International
Address 8332 Bristol Court, Baltimore-Washington Industrial Park
Jessup, Maryland 20794

2. SECURED PARTY

Name Hoffman Tire Co., Inc., it's affiliates & subsidiaries
Address Route 309 @ Hartman Road, Montgomeryville, PA 18936

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

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

MP
1986 JAN 23 AM 10:25
E. MURPHY 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)

Thomas J. ...
(Signature of Debtor)

Tire Merchants International
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Alfred B. ...
(Signature of Secured Party)

Hoffman Tire Co Inc.
Type or Print Above Signature on Above Line

260000

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) Daneene Kipp Associates Therapy 2985 Valley View Rd. Annapolis, MD 21401	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 #22103 0777 RD1 TOP:28 JAN 23 85
4. This financing statement covers the following types (or items) of property: S51239A61009A See Attached Schedule "A" for medical equipment & furniture as specifically described and supplied by T. J. Stratton Company <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, Anne Arundel Co., P.O. Box 71, Annapolis, MD 21404

Please see attached lease page Affiliated Capital Corp.

By for original debtor's signature Signature(s) of Debtor(s)

By *Schovause* Signature(s) of Secured Party(ies)

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

1300

MP

1985 JUN 23 AM 10:26

T.J. Stratton  *Established 1956*

SYSTEMS AND TECHNOLOGY FOR THE MEDICAL PROFESSIONS

494 69

S
O
L
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AFFILIATED CAPITAL CORP.
800 EAST NORTHWEST HIGHWAY
PALATINE, IL., 60067

S
H
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T
O

DANEENE KIPP ASSOCIATES THERAPY
2985 VALLEY VIEW ROAD
ANNAPOLIS, MD., 21401

CONTACT DAVE

PHONE 800/323-5007

CONTACT DANEENE

PHONE 301/841-6471

(SCHEDULE "A")

QUANTITY ORDERED	EO	QTY SHIPPED	PART NUMBER	DESCRIPTION	EACH	TOTAL
2 EA.		2	5580-1	HAUSMANN WEIGHT BELT, 1 LB.	6.50	13.00
2 EA.		2	5580-15	" WEIGHT BELT, 1-1/2 LB.	7.25	14.50
2 EA.		2	5580-2	" WEIGHT BELT, 2 LB.	8.50	17.00
1 EA.		1	24022	CHATTANOOGA M-2 HYDROCOLLATOR (S/N 31108) (W/7 STD., 3 CERVICAL, 1 O/S PACKS)		975.00
3 EA.		3	1120	CHATTANOOGA TERRY COVERS, CERVICAL, F/F	15.00	45.00
2 EA.		12	1108	" TERRY COVERS, STANDARD, F/F	13.75	165.00
4 EA.		4	1500	" COL-PACKS, STANDARD SIZE	10.75	43.00
1 EA.		1	311	LAKESIDE S.S., 3 SHELF CART		85.00
1 EA.		1	706	METTLER ME-706 SONICATOR (S/N 21361)		1250.00
1 EA.		1	4161	G/F PARAFFIN BATH		154.50
2 EA.		2	4206 (PAW) (EBU)	CHATTANOOGA PRON PILLOWS	12.00	N/C
1 EA.		1		HAUSMANN TREATMENT TABLE W/ADJ. FOOTREST, PILLOW & SIDE RACK (COLOR: BLACK), USED		225.00
1 EA.		1		HAUSMANN TREATMENT TABLE W/ADJ. FOOTREST AND CABINET (COLOR: BROWN), USED		225.00
					SUB TOTAL	3212.00
					LESS DEPOSIT	1000.00
					SUB TOTAL	2212.00

Daneene W. Kipp
11-7-85

FREIGHT IN	100.00
OUT	
TOTAL	2312.00

CUSTOMER ORIGINAL

Affiliated Capital



LESSOR

Affiliated Capital Corp.
800 E. Northwest Highway
Palatine, Illinois 60067
1-800-323-5007
In Illinois (312) 991-5150

LIBER - 494 PAGE 070

LEASE

No. S51239A61009A

Refer to Above No. On
All Correspondence

NAME AND ADDRESS OF LESSEE:

Daneene Kipp Associates Therapy
2985 Valley View Road
Annapolis, Md. 21401

NAME AND ADDRESS OF SUPPLIER:

T. J. Stratton Co., Inc.
5403 Lafayette Place
Hyattsville, Md. 20781

Daneene Kipp (301) 841-6471
Person to Contact: Phone Number:

Teresa Prentice (301) 725-0504
Salesperson: Phone Number:

Quantity Description of Leased Equipment
(Include make, year, model, identification and model numbers or marks)

Price

"SEE ATTACHED SCHEDULE "A"

Freight

100.00

Total Price \$ 3,212.00

Sales Tax 160.60

Deduct (Deposit)

Other 1,000.00

TOTAL COST \$2,472.60

Equipment to be delivered to and located at: (Name & Address)

N/A

SCHEDULE OF RENT PAYMENTS DURING INITIAL TERM OF LEASE

SCHEDULE OF RENEWAL TERMS

Terms of Lease	Effective Date of Lease	1st Payment Due	Amount of each Rent Payment	Security Deposit
24	1-10-86	1-10-86	\$ 133.52	\$ -0-
No. of Months				

\$133.52 Payable Annually
In Advance

Special Terms and Conditions:

N/A

TERMS AND CONDITIONS OF LEASE

1. **LEASE.** LESSOR hereby leases to the above named lessee hereinafter called "LESSEE", and LESSEE hereby leases and hires from LESSOR, the equipment, machinery and appurtenances described above, together with all replacement parts, additions and accessories now or hereinafter incorporated herein and/or affixed thereto, all of which being hereinafter called the "Equipment", upon the terms and conditions herein set forth.

2. **DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER REGARDING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, THE MERCHANTABILITY OF THE EQUIPMENT, OR THE FITNESS OF THE EQUIPMENT FOR A PARTICULAR PURPOSE.

3. **TERM.** The term of this Lease shall commence upon the date the Equipment shall be delivered to the LESSEE and shall terminate upon the expiration of the number of units of time set forth above.

4. **RENT.** LESSEE shall pay LESSOR as rent, the payments specified for the calendar period indicated in advance at the office of LESSOR shown above, or as otherwise directed by LESSOR in writing. The first such rent payment shall be made on the commencement of the term of this Lease as provided in paragraph 3 hereof. Subsequent rental payments shall be due on the same day of subsequent calendar periods as the day on which the term of this Lease commences, unless said day is the last day of a calendar month in which all payments shall be made on the last day of the subsequent calendar months.

5. **SECURITY DEPOSIT.** LESSEE has pledged and deposited with LESSOR the amount specified as security for LESSEE'S prompt and full payment of rent, and faithful and timely performance of this Lease. In the event LESSEE shall make any default hereunder, LESSOR shall have the right, but shall not be obligated, to apply said security to the curing of such default. Any such application by LESSOR shall not be a defense to any action by LESSOR in any way connected with any such default. In any such event, LESSEE shall promptly restore the security deposit to its full amount as set forth. Upon the return of the Equipment to LESSOR at the termination of this Lease, and if all the conditions herein have been fully complied with and LESSEE shall not be in default, the remaining balance of the security deposit shall be refunded to the LESSEE, without any interest thereon.

6. **ADJUSTMENTS IN RENT AND SECURITY DEPOSIT.** The total cost shown for the Equipment is an estimate upon which is based the amount of each rent payment and the security deposit. If the actual cost of the Equipment differs from said estimate, each such amount shall be adjusted proportionately (As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the Equipment to LESSEE, including taxes, transportation charges and other charges.) LESSEE hereby authorizes LESSOR to so adjust said amounts on the face hereof when the actual cost of the Equipment is known. Furthermore, LESSOR may also adjust the amount of each rent payment by adding thereto any sales tax or other tax that may be imposed on or measured by rent payments. The amounts payable hereunder to LESSOR shall include and reflect any such adjustments. However, if the actual cost of the Equipment differs from said estimated cost by more than ten per cent (10%) of

said estimated cost, either party hereto may terminate this Lease by giving written notice thereof to the other party hereto within fifteen (15) days after receiving notice of the actual cost and the adjusted amounts.

7. **TAXES.** LESSEE shall pay any and all taxes, assessments, license fees, registration fees and similar charges on or relating to the Equipment, including, without limitation, any and all sales taxes, use taxes, excise taxes, personal property taxes, assessments and other governmental fees and charges on or relating to the Equipment, including all such taxes, assessments, fees and charges upon LESSOR by reason of the ownership of the Equipment and all such taxes, assessments, fees and charges on the use, rental, shipment, transportation, delivery or operation of the Equipment, whether payable by LESSOR or LESSEE, excepting, however, federal, state and local net income taxes.

8. **INTEREST AND REIMBURSEMENT FOR ADVANCES.** Time is of the essence of this Lease. Should LESSEE fail to pay any part of the rent hereunder or any other sum required by LESSEE to be paid to LESSOR, after the due date thereof, LESSEE shall pay to LESSOR interest on such delinquent payment from the due date until paid at the rate of five per cent (5%) per month or at the highest rate permitted under applicable law, whichever shall be less. Any advances made by LESSOR to discharge and pay any charges for which LESSEE is liable hereunder or any liens or encumbrances on the Equipment shall be deemed to be additional rent payable hereunder, and shall be payable by LESSEE to LESSOR immediately.

9. **REMEDIES OF LESSOR UPON LESSEE'S DEFAULT.** In the event that LESSEE fails to pay any rent or other amount herein provided within five (5) days after the same is due and payable, or in the event LESSEE fails to comply with, observe, keep or perform any other provision or condition of this Lease required to be complied with, observed, kept or performed by LESSEE, or in the event LESSEE ceases doing business as a going concern, or in the event any proceeding is filed by or against LESSEE under the Bankruptcy Act, as amended, or any law providing for relief of debtors, including, without limitation, reorganization, arrangement, insolvency or liquidation proceedings, or in the event a receiver is appointed for LESSEE with authority to take possession or control of the Equipment or any portion thereof, or in the event LESSEE becomes or is adjudged insolvent or makes an assignment for the benefit of creditors, or in the event LESSEE offers a composition or extension of any of its indebtedness, or in the event a writ of attachment or execution is levied on the Equipment or any portion thereof and is not released or satisfied within five (5) days thereafter, or in the event LESSEE attempts to remove or sell or transfer or encumber or sublet or part with the possession of the Equipment, or if LESSOR deems itself insecure, then, in each and any such event, LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (A) to proceed by appropriate court action or actions either at law or in equity, to enforce performance by LESSEE of the applicable covenants and terms of this Lease or to recover damages for the breach thereof, (B) to declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE, (C) to sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent and any other payments due and to become due during the term of this Lease or with respect to or in any way related to the Equipment, (D) to terminate this Lease and/or LESSEE'S right of possession.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE.

IN WITNESS WHEREOF, and intending to be bound hereby, Lessee has caused this lease to be executed by a duly authorized person and Lessor has accepted the same as set forth below.

Date 1/10/86

Date 10-16-85

Accepted By [Signature]
Title

Daneene Kipp Associates, Therapy
Name of Lessee Company Name
By [Signature] Title

THIS IS A NON-CANCELLABLE LEASE

AFFIX CORPORATE SEAL AFTER SIGNING
(If Lessee is a Corporation)

ORIGINAL SIGNATURE
REQUIRED ON ALL COPIES

LEASE ORIGINAL 1

hereunder as to any one or more of the units of Equipment, whereupon all right, title and interest of LESSEE to or in the use of such units shall terminate and LESSOR may, directly or by its agent, enter upon the premises of LESSEE or other premises where any of the Equipment may be located and take possession of any thereof (LESSEE hereby indemnifying and holding LESSEE harmless from liability for any damages occasioned by such taking of possession) or may, at LESSOR's election, require LESSEE at LESSEE'S expense to deliver any or all of the Equipment F.O.B. to a common carrier at such location created and packed on board such carrier; (E) in the event of any such termination with respect to any unit or units of the Equipment, LESSOR shall have the right, but shall not be obligated, to sell such unit or units of public or private sale as LESSOR may determine or otherwise dispose of same and, separate, lease to others or scrapable unit or units, as LESSOR in its sole discretion may determine, all free and clear of any right of LESSEE and without any duty to account to LESSEE with respect to such action or inaction or for any other proceeds with respect thereto, except to the extent provided in paragraph F or G below; (F) in the event of any such termination with respect to any unit or units of the Equipment and whether or not LESSOR shall have exercised or shall thereafter exercise any or all of its rights under paragraph E above, (i) LESSOR shall be entitled to retain all rents and additional sums accrued and unpaid under any of the terms hereof which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease, such present value to be computed as of the date of termination on the basis of a five per cent (5%) per annum discount factor from the respective date upon which such rents would have been payable hereunder, and the Lease not both (ii) LESSOR may recover from LESSEE all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination, and (iii) LESSOR may recover from LESSEE as liquidated damages, but not as a penalty, an amount equal to the excess, if any, of all rents and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease over either (a) if such amount is not in excess of the amount of the estimated residual value of the Equipment at the end of the Lease term determined by LESSOR or (b) if the present value of any such amount computed in each case on the basis of a five per cent (5%) per annum discount factor; (G) in addition to the foregoing LESSOR shall be entitled to recover from LESSEE any and all damages which LESSOR shall sustain by reason of the occurrence of any such event of default or other breach of this Lease together with a reasonable sum for attorneys fees and such expenses as shall be expended or incurred in the seizure, rental or sale of the Equipment or in the enforcement of any right or privilege hereunder or in any consultation or action in connection therewith; (H) in the event of any termination with respect to any unit or units of the Equipment hereunder, the LESSOR shall have the right but shall not be obligated to recover from LESSEE as liquidated damages, but not as a penalty, an amount equal to one hundred and twenty percent (120%) of (i) all rents and additional sums accrued and unpaid under any of the terms hereof as of the date of termination, and (ii) all rents and other amounts which would otherwise have accrued hereunder from the date of termination to the end of the term of this Lease, and LESSEE thereupon shall become entitled to such unit or units of Equipment by quit claim conveyance, as is, where is, without warranty, express or implied, with respect to any matter whatsoever. The remedies herein provided in favor of LESSOR in any event of default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing at law, in equity or in bankruptcy, and LESSOR may pursue or exercise all or any part of such remedies with respect to different units of Equipment.

10. NON-WAIVER. No covenant or condition of this Lease can be waived or modified except by the written consent of LESSOR, and then such waiver or modification shall be effective only in the specific instance and for the specific purpose given. Forfeiture, delay, omission or indulgence by LESSOR upon any breach or default by LESSEE or in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by LESSEE to which the same may apply, shall not impair any right, power or remedy of LESSOR, and until complete performance by LESSEE of said covenant or condition, LESSOR shall be entitled to invoke any remedy available to LESSOR under this Lease or by law or in equity despite said forbearance or indulgence. No waiver of any single breach or default shall be deemed a waiver of any other breach or default heretofore or hereafter occurring. All remedies, either under this Lease or by law, or otherwise afforded to LESSOR, shall be cumulative and not alternative.

11. INDEMNITY. LESSEE shall indemnify, LESSOR against, and hold LESSOR harmless from, any and all claims, actions, suits, proceedings, fines, forfeitures, costs, expenses, damages and liabilities, including attorneys' fees, arising out of, connected with, resulting from or in any way related to, the Equipment including, without limitation, the manufacture, selection, delivery, possession, use, operation, return or condition (including, without limitation, latent or other defects and whether or not discoverable by LESSOR). The indemnities and assumptions of liability under this paragraph 11 shall continue in full force and effect notwithstanding the termination of this Lease or the expiration of the term hereof whether by expiration of time, or by operation of law or otherwise.

12. RENT ABSOLUTE. The obligation of LESSEE to pay any rent or other payments due hereunder is absolute and unconditional and LESSEE hereby waives any and all existing and future claims and all sets against any such rent and other payments due hereunder.

13. TITLE TO EQUIPMENT AS PERSONAL PROPERTY. Lessee shall keep the Equipment at its place of business or at the address for shipment as specified above, without the written consent of LESSOR, LESSEE shall not permit the Equipment in any manner to become attached to, imbedded in, or permanently rested upon, real property, real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise. The Equipment shall always remain and shall be admitted to be personal property, regardless of the degree of its annexation to any real property and the title thereto shall remain in LESSOR exclusively notwithstanding that the Equipment or any part thereof, may now be, or hereafter may become, in any manner attached to, imbedded in, or permanently rested upon real property or any building thereon, or attached in any manner to what is permanent as by means of cement, plaster, nails, bolts, screws, or otherwise. Labels or other markings, indicating LESSOR as the owner thereof, may be affixed and maintained on the Equipment by LESSOR, and shall not be removed therefrom by LESSEE. If LESSOR supplies LESSEE with such labels or other markings, LESSEE shall affix the same onto any and all items of Equipment and shall keep the same affixed in a prominent place. LESSEE shall from time to time execute such instruments as may be necessary or advisable, and shall otherwise cooperate, so as to defend the title of LESSOR thereto, whether by litigation under the Uniform Commercial Code, as adopted in the state where the Equipment is to be or in fact is located, or otherwise.

14. ACCEPTANCE. LESSEE shall inspect the Equipment upon the receipt thereof and shall thereupon either accept or, writing the Equipment or deliver written notice to LESSOR specifying any defect in or other proper objection to the Equipment. Upon such written acceptance, LESSEE agrees that it shall be conclusively presumed, as between LESSOR and LESSEE, that the LESSEE has fully inspected and acknowledged that the Equipment is in good condition and repair.

15. PLACE OF USE AND INSPECTION. LESSEE shall keep the Equipment at its place of business or at the address for shipment as specified above. LESSEE shall not allow any persons other than employees of LESSEE who are carefully selected to use the Equipment. Furthermore, if any unit or units of Equipment is a vehicle, LESSEE shall not permit any said unit to be used for hire or as a common carrier or to be used for trucking, transporting merchandise, or delivery purposes without the express written consent of LESSOR, and LESSEE shall not allow any person other than legally licensed drivers to use the Equipment. LESSEE shall give LESSOR immediate notice of any attachment or other judicial process, liens or encumbrances affecting, or attempting to or which may affect the Equipment, and LESSEE shall indemnify and save LESSOR harmless from any loss or damage caused thereby. LESSOR may, for the purpose of inspection and at all reasonable business hours, enter upon any building or place where the Equipment is located. Upon the termination of this Lease, LESSEE authorizes LESSOR to enter upon its premises and to take possession of said equipment without requiring court action or legal process and agrees to indemnify and hold LESSOR harmless from liability for any damages occasioned by such taking of possession.

16. EQUIPMENT AND LIABILITY. LESSOR, at LESSEE'S request, has ordered or shall order the Equipment from the Seller named who was selected by LESSEE. LESSOR shall be liable for specific performance of this Lease or for damages if, for any reason, said Seller delays or fails to fill the order or to deliver the Equipment to LESSEE. LESSEE agrees to accept such Equipment upon delivery to LESSEE, and hereby authorizes LESSOR to add the serial number of the Equipment to this Lease.

17. ALTERATIONS AND REPAIRS. Without the prior consent of LESSOR, except as herein provided, LESSEE shall not make any alterations, additions or improvements to the Equipment. LESSOR shall not be obligated to make any repairs or replacements to the Equipment. LESSEE shall provide all services, maintenance and replacements necessary for the proper use and care of the Equipment, including all service, maintenance and replacements suggested in any manual provided by the manufacturer of the Equipment, including, without limitation, oil changes, lubrications and tune-ups at the recommended intervals.

18. TERMINATION OF LEASE. On any termination of this Lease, LESSEE shall, at its sole expense, prepare for shipment and ship said Equipment freight prepaid to such place as LESSOR may direct. Said Equipment shall be at the full risk and expense of LESSEE until delivered to LESSOR as aforesaid in the same condition as when delivered to LESSEE, reasonable wear and tear excepted, and all expenses, if any, of loading and unloading said Equipment and all risk of loss or damage to the Equipment thereby shall be borne by LESSEE.

19. RISK OF LOSS. LESSEE hereby assumes and shall bear the entire risk of loss, theft, destruction and damage to and of the Equipment from any cause whatsoever. No loss, theft, damage or destruction of Equipment or any part thereof shall relieve the obligation of LESSEE to pay rent, or any other obligation of LESSEE hereunder, and this Lease shall remain in full force and effect. LESSEE shall cause to be repaired to LESSOR immediately and to writing all accidents and collisions in any way related to the Equipment, irrespective of whether any injury, loss or damage is apparent, with a full, comprehensive, detailed statement of circumstances, names of persons injured and owners of damaged property, and a listing of names and addresses of all witnesses. LESSEE will cooperate fully with LESSOR and any insurance carrier in the investigation and defense of any and all claims or suits arising from the operation of the Equipment or in any way related to the Equipment, in the event of damage of any kind whatever to any item of Equipment (unless the same is, in LESSOR'S determination, damaged beyond repair, lost, stolen or destroyed). LESSEE, at the option of LESSOR, shall at LESSEE'S expense (A) place the same in good repair, condition and working order, or (B) replace the same with like Equipment of the same or a later model, and in good repair, condition and working order. If the Equipment, or any item thereof, is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR therefor whichever of the following amounts is the greater:

either (A) an amount equal to the aggregate amount of unpaid rent for the balance of the term of the Lease, or the amount thereof proportionately allocable (based upon the actual cost of each item of the Equipment) to the unit or units involved, as the case may be, or (B) an amount equal to the current market replacement cost of the Equipment or the unit or units involved, to be supplied by Seller. Upon such payment this Lease shall terminate with respect to the Equipment or unit thereof so paid for, and LESSEE thereupon shall become entitled thereto by quit claim conveyance, as is, where is, without warranty, express or implied, with respect to any matter whatsoever.

20. INSURANCE. Each unit of Equipment shall be kept insured by LESSEE at LESSEE'S own expense, against such risks and at such limits as LESSOR in its sole discretion shall from time to time determine. The policies providing all such insurance shall be in such amounts and to and with such companies as LESSOR shall select or approve and all such policies shall insure the interests of LESSOR, its assigns and LESSEE as such interests may appear. There is to be no insurance of the equipment by LESSEE. LESSEE shall deliver to LESSOR, in connection with insurance satisfactory to LESSOR evidencing the following minimum insurance coverage: (i) fire, theft, and explosion, \$500,000 per occurrence, including replacement value, for each unit of Equipment which shall in no event be less than the replacement cost without depreciation, and (ii) comprehensive insurance shall provide that the maximum policies evidenced thereby shall not be cancelled or altered without at least thirty (30) days prior notice to LESSOR, its assigns and LESSEE. LESSOR may in its sole discretion at any time upon ten (10) days written notice to LESSEE make any changes with respect to any of the insured risks, minimum insurance coverages, or other requirements set forth herein. Upon receipt of said written notice, LESSEE shall within ten (10) days obtain such minimum insurance coverage and comply with such other requirements as shall be set forth in the written notice. LESSEE shall deliver to LESSOR certificates of insurance satisfactory to LESSOR evidencing such minimum insurance coverage. If LESSOR elects, it may, but without any obligation to do so, cause written notice to LESSEE to obtain any insurance coverage described herein. The cost of any such insurance coverage obtained by LESSOR shall be deemed to be additional rent payable hereunder and shall be payable by LESSEE in such amount and in such manner as the event that any of the policies or insurance coverage required hereunder shall be cancelled, the use by the LESSELL of the Equipment shall cease immediately until such insurance coverage has been renewed or replaced in accordance with the terms of this paragraph without, however, affecting any of the obligations of LESSEE under this Lease, in the event of and only to the extent that there is loss or damage to the Equipment which is covered by the insurance required hereunder (and subject to and without limiting the provisions of paragraph 19 hereof with regard to loss of title) the proceeds of such insurance shall be applied, at LESSOR'S sole option, (a) toward the replacement, restoration or repair of the Equipment or (b) toward the obligations of LESSEE for rent hereunder. In the event that LESSELL elects to apply insurance proceeds to the repair or to the replacement of the damaged Equipment, this Lease shall continue in full force and effect without abatement of rent. In the event LESSELL elects to apply insurance proceeds to the payment of LESSEE'S obligations to pay rent hereunder, the LESSEE'S obligation for all or part of the rent shall cease only with respect to that part of the Equipment or that piece of Equipment lost or damaged. The amounts of rents so abated in no event to exceed the amount of insurance settlement received by LESSOR and to be equally apportioned as reductions in the amounts remaining payable for the balance of the term hereunder.

21. ASSIGNMENT. Neither this Lease nor LESSEE'S right hereunder shall be assignable by the LESSEE, whether voluntarily by operation of law or otherwise, except with LESSOR'S written consent, and the conditions hereof shall bind any permitted successors and assigns of LESSEE. It is understood that LESSOR contemplates assigning this Lease and/or mortgaging the Equipment, and that said assignee may assign the same. All rights of LESSOR hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, without notice to LESSEE, and the LESSEE acknowledges, consents and agrees that all rights in and to the Equipment described herein, including LESSEE'S right to possession to said Equipment, are subordinate and subject to the rights and claims of any assignee against said Equipment under any mortgage, title, retention, or other security instrument, either now existing or hereafter created, including but not limited to the right of the assignee to repossess or recapture possession of said Equipment. LESSEE consents and agrees to the assignment to the assignee of all moneys due or to become due to LESSOR under this Lease, and in such event promises and agrees to settle all claims against LESSOR directly with it and hereby waives, relinquishes and disclaims any right or privilege to withhold payment of, or to refuse to pay directly to any such assignee, any moneys now or hereafter owing under the terms of this Lease, and the right of the assignee to receive the rents, as well as any other right of the assignee, shall not be subject to any defense, setoff, counterclaim or recoupment which may arise out of any breach or obligation of LESSOR or by reason of any other indebtedness or liability at any time owing by LESSOR to LESSEE. All rentals due hereunder shall be payable to the assignee by LESSOR whether or not this Lease is terminated by operation of law or otherwise, including, without limitation, termination arising out of bankruptcy reorganization or similar proceedings involving LESSOR. LESSEE on receiving notice of any such assignment shall abide thereby and make payment as may there be directed. Following such assignments, the term LESSOR shall be deemed to include or refer to LESSOR'S assignee provided that no such assignee shall be deemed to assume any obligation or duty imposed upon LESSOR hereunder and LESSEE shall only look to LESSOR for performance thereof.

22. SUBLEASE. In the event that the LESSOR is leasing the Equipment or any unit thereof from a third party, this Lease shall be deemed to be a sublease; the LESSOR shall be deemed to be a sublessor, and the LESSEE shall be deemed to be a sublessee.

23. NOTICES. All notices relating hereto shall be mailed to LESSOR or LESSEE, as the case may be, at the respective address shown or at any later address of which the sender may have been notified in writing. All such notices shall be deemed served when such notice shall have been mailed to the party to be notified by registered mail with postage prepaid.

24. CONFESSION OF JUDGMENT. LESSEE HEREBY CONSTITUTES AND IRREVOCABLY APPOINTS ANY ATTORNEY OF LAW OF ANY COURT TO BE THE TRUE AND LAWFUL ATTORNEY OF LESSEE AND, IN THE NAME, PLACE AND STEAD OF LESSEE, TO APPEAR FOR LESSEE IN ANY COURT OF RECORD AT ANY TIME IN ANY SUIT OR SUITS BROUGHT AGAINST LESSEE FOR THE ENFORCEMENT OF ANY RIGHT OF LESSOR HEREUNDER FOR PAYMENT OF RENT OR ANY OTHER SUM OF MONEY HEREUNDER DUE LESSOR TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS AND TRIAL BY JURY, AND, FROM TIME TO TIME TO CONFESS JUDGMENT OR JUDGMENTS IN FAVOR OF LESSOR FOR SUCH SUMS AND FOR COSTS OF SUIT AND FOR A REASONABLE ATTORNEY'S FEE IN FAVOR OF LESSOR TO BE FIXED BY THE COURT, AND TO RELEASE ALL ERRORS THAT MAY OCCUR OR INTERFERE IN SUCH PROCEEDINGS INCLUDING THE ISSUANCE OF EXECUTION UPON ANY SUCH JUDGMENT, AND TO STIPULATE THAT NO APPEAL SHALL BE PROSECUTED FROM SUCH JUDGMENT OR JUDGMENTS AND THAT NO PROCEEDINGS IN CHANCERY OR OTHERWISE SHALL BE FILED OR PROSECUTED TO INTERFERE IN ANY WAY WITH THE OPERATION OF SUCH JUDGMENT OR JUDGMENTS OR OF ANY EXECUTION ISSUED THEREUPON WITH ANY SUPPLEMENTAL PROCEEDINGS TAKEN BY LESSOR TO COLLECT THE AMOUNT OF ANY JUDGMENT OR JUDGMENTS AND TO CONSENT THAT EXECUTION ON ANY JUDGMENT OR DECREE IN FAVOR OF LESSOR AGAINST LESSEE MAY ISSUE EARTH-WIDE.

25. SERVICE OF PROCESS. This Lease and the rights and liabilities of LESSOR and LESSEE, shall be determined and adjudicated pursuant to and in accordance with the laws of the State of Illinois, and this Lease shall be deemed to have been made and entered into in the county of the principal office of LESSOR in Illinois. LESSEE agrees that all litigations, actions or proceedings in any court of record which involve matters directly or indirectly arising from, related to or in any way connected with this Lease and the matters set forth herein shall only be filed in courts of record of the State of Illinois or in a Federal Court for a Federal District of Illinois, and LESSEE consents to the jurisdiction of any such court and waives personal service upon LESSEE of any and all process issuing from any such court, and consents that any such process may be served by certified or registered mail, return receipt requested, directed to LESSEE at the address hereinabove stated, and that services so made shall be deemed completed within five (5) days after such mailing. In the alternative, LESSEE agrees that any such process may be personally served upon any party from time to time designated by LESSOR to be LESSEE'S agent for the receipt of such service of process, and that any service so made shall be deemed to be completed provided that such agent promptly forwards to LESSEE the process so served by certified or registered mail as aforesaid. LESSEE waives any objection to venue of any such litigations, actions or proceedings instituted hereunder.

26. FINANCIAL ASSURANCES. From time to time throughout the term of this Lease with respect to any unit or units of the Equipment, LESSEE agrees to execute, acknowledge and deliver such further counterparts hereof or financing statements or such other documents which in the opinion of counsel for LESSOR may be reasonably required at any time in order to comply with the provisions of any applicable law or laws of any state in force (requiring the recording or filing of this instrument or a copy hereof or a financing statement or similar document in connection herewith) in any public office of the United States, or of any state or of any political, governmental subdivision of any state in order to establish, protect and maintain the rights and remedies of LESSOR hereunder; and LESSEE agrees to pay the fees or charges imposed by law for any such mandatory recording or filing, and the necessary out-of-pocket expenses of LESSOR or LESSEE in effecting such filing or recording.

27. CONSOLIDATION, MERGER OR SALE. In the event of any consolidation or merger of LESSOR into or with another corporation, or the sale of all or substantially all of the assets of LESSOR to another corporation, partnership or proprietorship, LESSOR shall be permitted to transfer all the rights and obligations under this Lease and the treasurer, whether by consolidation, merger or sale, shall assume all obligations hereunder releasing LESSOR from all obligations and liabilities to LESSEE hereunder.

28. GENERAL. If more than one LESSEE is named to this Lease the liability of each shall be joint and several. LESSEE shall use the Equipment to be careful and proper manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment. The obligations of LESSOR hereunder shall be suspended to the extent that it is hindered or prevented from complying therewith because of labor disturbances, including strikes and lockouts, acts of God, fires, storms, accidents, governmental regulations or interferences or any cause whatsoever beyond the control of LESSOR. The terms and conditions of this Lease supersede those of all previous agreements between the parties with respect to the Equipment, and this Lease together with the Guaranty, the Acceptance of Installation and Delivery Receipt and the Purchase Order constitute the entire agreement between the parties. Any provisions hereof prohibited by, or unenforceable under, any applicable law of any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remainder provisions of this Lease; provided, however, that to the extent that any provisions of any such applicable law may be waived, there are hereby waived by LESSEE to the full extent permitted by law to the end that this Lease shall be deemed to be valid and binding and enforceable in accordance with its terms. The titles to the paragraphs of this Lease are solely for the convenience of this Lease, and are not an aid to the interpretation of the instrument. Any person who signed this Lease in the space provided hereinbefore and entitled "Personally Guaranteed By" has done so with the intention of thereby personally guaranteeing the same, and such person agrees that he guarantees the performance by LESSEE of this Lease and all conditions, covenants and undertakings of LESSEE hereunder, and he guarantees the payment by LESSEE of all rental and other payments to be made by LESSEE to LESSOR hereunder.

LIBER - 494 PAGE 072

260091

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) Annapolis Custom Yachts Corporation 1197 Old Annapolis Boulevard Severna Park, Maryland 21146	2 Secured Party(ies) and address(es) North Supply Company Attn: Leasing Dept. Box 600 Industrial Airport, Kansas 66031 21178	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #22112 0777 901 TOP:37 JAN 27 88
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4 This financing statement covers the following types (or items) of property:

One COMDIAL EXECUTECH 824 Telephone System
Eight Telephones
Six Lines

ASSIGNEE OF SECURED PARTY AND ADDRESS
 C.I.T. FINANCIAL SERVICES CORPORATION
 9225 Ward Parkway #260
 Kansas City, Missouri 64114

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

Filed with:

Annapolis Custom Yachts Corporation.....

North Supply Company.....

By: *Rick Zuck*
Rick Zuckeman, Vice--President
Signature(s) of Debtor(s)

By: *Joe Lange*
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL

MP
1988 JAN 23 AM 10:27
EASTMAN KODAK COMPANY

260092

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

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).

XX Subject to Recordation Tax on prin-
cipal amount of \$ 68,000.00.....

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

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

<u>Name of Debtor</u>	<u>Address</u>
Samuel L. St. Clair Individually & t/a Md.-Va. Sand Co. Equip located: 2688 Md. Rt. 175, Hanover, Md. Anne Arundel County	P.O. Box 70 12608 Fingerboard Rd. Monrovia, Md. 21770 Frederick County, Md.

RECORD FEE 12.00
POSTAGE .50
#22713 0777 401 709:37
JAN 23 86

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

THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

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

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

1 - Powerscreen Chieftian Dry Screening Plant s/n 50000756

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

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

Debtor

Secured Party (Assignee)

Samual L. St. Clair Individually &
t/a Md.-Va. Sand Co.

THE CITIZENS NATIONAL BANK

By: [Signature]
Samuel L. St. Clair

By: [Signature]
Martin A. Sharpless
Executive Vice President

MP
1985 JUN 23 AM 10:27
E. WILSON COLLISON

By:

Type or print all names and
titles under signatures.

I HEREBY CERTIFY THAT THE RECORDATION TAX

IN THE AMOUNT OF \$ 224.40 WAS PAID

TO Department of Assessments COUNTY OF Talbot

Jan. 13, 1986
[Signature]

1200
50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 494 PAGE 074
 Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 260023

If transaction or transactions wholly or partially subject to 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 NOVATEC, INC.
 Address 222 East Thomas Avenue, Baltimore, MD 21225

2. SECURED PARTY

Name Prime Computer, Inc.
 Address Prime Park, MS 15-26, Natick, MA 01760

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

3. Maturity date of obligation (if any) _____

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

Prime 2550 CPU w/2MB Memory
 315 MB Disk
 2 PW153 CAD Workstations, as detailed in Quote #7275-038-85B

RECORDED FEE 11.00
 #22715 0777 R01 T09:42
 JAN 23 86

MP

1986 JAN 23 AM 10:27

So# 300/2285

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Michael J. Couron
 (Signature of Debtor)
Michael J. Couron, Novatec, Inc.
 Type or Print Above Name on Above Line

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

RECORDED JAN 23 1986
 11:00
 1100

Lorraine DeJeanne
 (Signature of Secured Party) (44)
LORRAINE DEJIANNE
 Type or Print Above Signature on Above Line

1100

Anne Arundel/MD

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 260001

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 RANCK, BRUCE E.

Address 439 Ben Oaks Drive W., Severna Park, MD 21146

RECORD FEE 12.00
POSTAGE 1.50
#22719 0777 R01 709447
JAN 23 86

2. SECURED PARTY

Name NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Address 70 Pine Street, New York, NY 10270

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

3. Maturity date of obligation (if any) _____

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

Debtor grants Secured Party a security interest in all of Debtor's limited partnership interest in Packard Historic Associates ("Partnership").

CHECK THE LINES WHICH APPLY

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

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

Harold P. Weiss, General Partner
(Signature of Debtor) of WKS Associates,
Attorney-in-Fact

BRUCE E. RANCK.

Type or Print Above Name on Above Line
By WKS Associates, General Partner of the
Partnership, pursuant to a power of
attorney (Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

MP
1985 JAN 23 09:10:27
E. ARUNDEL COUNTY

LIBER - 494 PAGE 076

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252586

RECORDED IN LIBER _____ FOLIO _____ ON 05/21/84 (DATE)

1. DEBTOR

Name _____
Address 613 WATERWHEEL LN APT 31 MILLERSVILLE MD 21108

2. SECURED PARTY

Name NORWEST FINANCIAL MD INC
Address P. O. BOX 1464 BALTIMORE, MD. 21203

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

3. Maturity date of obligation (if any) 11/21/86

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
#10000 C777 R01 11:25
DEC 24 85

RECORD FEE 10.00
POSTAGE .50
#22720 C777 R01 10:40
JAN 23 86

MP

1000
1050

Dated 12/12/85

Diane G. Coleman
(Signature of Secured Party)

DIANE G. COLEMAN CSR NORWEST FINANCIAL MD INC
Type or Print Above Name on Above Line

1986 JUN 23 AM 10:27
E. ADAMS & COLLISON

260035

FINANCING STATEMENT FORM UC 71

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 12/9/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PERSONNEL DEVELOPMENT CORPORATION
Address 717 Light Street, Baltimore, MD 21230

RECORD FEE 11.00
POSTAGE .50
260035 077 R01 109149
JAN 23 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)

1986 31' Tiara Fiberglass Hull # SSUP1460H586
1986 350 HP Twin Crusader Gas Engines # P-54416, S-54336
Home Anchorage/Winter: Arnold, MD

First Assignee:
Horizon Financial, F.A.
808 Masons Mill Business Park
1800 Byberry Road
Huntingdon Valley, PA 19006
Residence:
Robert B. Sprague
925 Placid Court
Arnold, MD 21012

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)

1103

1986 JAN 23 AM 10:27
E. ARBETT, COLLISION

Robert B. Sprague, President
(Signature of Debtor)
PERSONNEL DEVELOPMENT CORPORATION
Robert B. Sprague, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AGENT
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Anne Aronold Co
1-6-86

STATE OF MARYLAND

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257240

RECORDED IN LIBER 486 FOLIO 483 ON 7/9/85 (DATE)

1. DEBTOR

Name Whittington, Robert E.

Address 111 Church Road, Arnold, MD 21012

2. SECURED PARTY

Name Alban Tractor Co., Inc.

Address P. O. Box 9595, Baltimore, MD 21237

Credit Alliance Corporation, P. O. Box 1680, 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) _____

RECORD FEE 10.00
POSTAGE .50
#22724 077 801 109:51
JAN 23 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>One (1) Caterpillar Track Loader Model 943LGP, S/N 04200526</p>	
<p>Assignee of the Secured Party: <u>Credit Alliance Corporation</u> <u>P. O. Box 1680, 500 DiGiulian Blvd.</u> <u>Glen Burnie, Maryland 21061</u></p>	

D. E. CLINE

1986 JAN 23 11:10:27
E. ARNOLD JULLISON

Alban Tractor Co., Inc.

Dated _____

Mark N. Welsh
(Signature of Secured Party)

Mark N. Welsh, Credit Manager
Type or Print Above Name on Above Line

10⁰⁰/₃₃

A.A. ~~_____~~

LIBER - 494 PAGE 679

RECORD FEE 10.00
#22725 DT77 001 TOP:52
JAN 23 86

TERMINATION STATEMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book No. 475 Page No. 248

Identification No. 252843 Dated 7-25-84

1. Debtor(s) J & S Auto Parts, Inc.
Name(s) _____
500 Mountain Road Pasadena, Maryland 21122
Address _____

2. Secured Party Harbor Federal Savings & Loan
Name(s) _____
3200 Eastern Avenue Baltimore, MD. 21224
Address _____

3. Maturity Date (if any) _____

4. Statement: D. Termination

MP
1986 JUN 23 11:28 AM
J. J. LIGON

Dated: 1-7-86

Harbor Federal Savings & Loan
Names of Secured Party

Robert Williams
Signature of Secured Party

Signature of Secured Party

1802

LIBER - 494 PAGE 080

260006

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) BELL SHEET METAL INC. P.O. BOX 291 MILLERSVILLE, MD. 21108	2. Secured Party(ies) and address(es) CARRIER DISTRIBUTION CREDIT CORPORATION CARRIERTOWN P.O. Box 4800 Syracuse, New York 13221	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #22726 0777 RD1 TOR#54 JAN 23 1986
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:

BELL SHEET METAL INC.
 By: William D. Schmitke
Signature(s) of Debtor(s)

CARRIER DISTRIBUTION CREDIT CORPORATION
 By: Robert J. Picciotti
Signature of Secured Party (ies)
 ROBERT J. PICCIOTTI, PRES.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

MP
 1986 JAN 23 AM 10:28
 E. ADAMS MILLERSON

Anne Arundel County
Prince George's County
FINANCING STATEMENT

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

1. Name of Debtor(s): Dr's. Frazer, Franks and Milzman, P.A.
Address: D/B/A Maryland Dental Center
2568 A Riva Road
Annapolis, Maryland 21401

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

RECORD FEE 12.00
POSTAGE .50
#00727 0777 001 TOP:55
JAN 23 86

3. This Financing Statement covers the following types (or items) of property:
A continuing Business Loan Security Agreement covering all interests in all accounts receivable, equipment, inventory, office furnishings and ~~medical records~~ now in existence or hereafter acquired.

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.

Dr's. Frazer, Franks and Milzman, P.A.
Debtor(s): D/B/A Maryland Dental Center
Joseph B. Milzman
Joseph B. Milzman, President

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *Patrick H. Miles*
Patrick H. Miles, 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)

MP

1986 JUN 23 04 10P 28

1208

LIBER - 494 PAGE 082

260033

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) SYSTEMS LEASING CORPORATION 2141 East Highland, #138 Phoenix, Arizona 85016	2. Secured Party(ies) and address(es) SHAWMUT BANK OF BOSTON One Federal Street Boston, MA 02211	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #22732 0777 001 109:59 JAN 23 86
4 This financing statement covers the following types (or items) of property: Sperry Univac Computer Equipment as described in Schedule A attached hereto and made a part hereof, and all monies due and to become due debtor under Schedule No. 16 to a Master Lease Agreement for Computer Equipment dated September 1, 1982 covering said property between debtor and Westinghouse Electric Corporation, and all of debtor's rights under said lease. Not subject to recordation tax.- Purchase money mortgage Equipment Located at: Defense & Space Center Ft. Meade Rd. BWI Airport Baltimore, MD 21203		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with:
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
SYSTEMS LEASING CORPORATION By: <u>[Signature]</u> Signature(s) of Debtor(s)	SHAWMUT BANK OF BOSTON By: <u>[Signature]</u> Signature(s) of Secured Party(ies)	Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

MP

1986 JUN 23 AM 10:14

SCHEDULE A

1. EQUIPMENT

QUANTITY	MANUFACTURER	TYPE	DESCRIPTION
44	SPERRY	3575-99	UTS 30
44	SPERRY	F3982-00	Keyboard
44	SPERRY	F3991-00	Program Cartridge
44	SPERRY	F3574-01	Base
6	SPERRY	0425-92	Printer
6	SPERRY	F3861-00	Forms Tractor
37	SPERRY	F3574-01	Pase
3	SPERRY	8609-00	Terminal Multi.

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
Annapolis, Maryland 21401

LIBER - 494 PAGE 084

FINANCING STATEMENT

260000

1. Name of Debtor(s): Anne Arundel Diagnostics, Inc.
Address: Cathedral and Franklin Streets
Annapolis, MD 21401
Not Subject to recordation 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
#22740 0777 R01 T10:06
JAN 23 86

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

Philips Medical Systems, Inc. Mammography Unit

1986 JUN 23 0910:23
MOLLISON
MP

Debtor(s):

Secured Party:

Anne Arundel Diagnostics, Inc.

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

BY: [Signature] V. Pres. & Secty

By [Signature]
(Authorized Signature)

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

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

1100
1150

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code Maturity date (if any):

FOR OFFICE USE ONLY
 LIBER - 494 PAGE 085

260100

Debtor(s) Name (Last Name, First) Complete Address
 Mike's Auto Service
 1828 George Avenue
 Annapolis, MD 21401

Secured Party(ies) and Complete Address
 Colonial National Leasing,
 Inc.
 Maryland & Computer Roads
 Willow Grove, PA 19090

Assignee(s) of Secured Party and Complete Address

FOR OFFICE USE ONLY

RECORD FEE 11.00
 POSTAGE 50
 REGISTRATION 2.00
 TOTAL 14.00
 JAN 23 86

This financing statement covers the following types (or items) of property:
 1 - Mohawk System II Above Ground Lift
 NOT SUBJECT TO RECORDATION TAX.

When collateral is crops or fixtures complete this portion of form.
 a. Description of real estate (Sufficient to identify the property).

b. Name and complete address of record owner.

a. () Proceeds of Collateral are also covered. b. () Products of Collateral are also covered. No. of additional sheets presented. ()
 () Filed with Register of Deeds and Mortgages of County. () Secretary of State
 () Filed with the County Clerk of County.
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies) or Assignee(s)

Mike's Auto Service
[Signature]

Colonial National Leasing, Inc
[Signature]

FILING OFFICER COPY - This form of statement is approved by the Secretary of State of New Jersey.
 STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1. (Rev. 9/81)

STATE OF MARYLAND

260101

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Clow, Melvin B., Jr. T/A Melvin Clow Trucking
Address 3411 Hazelwood Road, Edgewater, MD 21037

Handwritten initials and scribbles

2. SECURED PARTY

Name Beltway International Trucks, Inc.
Address 1800 Sulphur Spring Road, Baltimore, MD 21227

RECORD FEE 18.00
POSTAGE .50

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) _____

#22789 DT77 R01 110:05
JAN 23 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

Handwritten arrow pointing to the assignee information

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)

Melvin B. Clow, Jr. T/A Melvin Clow Trucking

Melvin B. Clow Jr
(Signature of Debtor)

Melvin B. Clow, Jr
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

John J. Murray
(Signature of Secured Party)

John J. Murray, President
Type or Print Above Signature on Above Line

Handwritten: 1800 50

Vertical stamp: JAN 23 11:05 AM '86

ASSIGNMENT

LIDER - 494 PAGE 087

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract")

dated DEC 30 1986, between Beltway International Trucks, Inc. Seller/Lessor/Mortgagee, and Melvin B. Clow, Jr. T/A Melvin Clow Trucking, 3411 Hazelwood Road, Edgewater, MD (Address) 21037 (Name)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmatured instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 33,956.28 day of DEC 30 1986, 19

IN WITNESS WHEREOF, we have hereunto set our hand and seal this Beltway International Trucks, Inc. (Seal)

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.)

CAUS

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: Melvin B. Clow, Jr. T/A Melvin Clow Trucking
(Seller) (Buyer)
1800 Sulphur Spring Road, Baltimore, MD 21227 3411 Hazelwood Road, Edgewater, MD 21037
(Address of Seller) (Address of Buyer)

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

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

One (1) 1983 International Harvester Cab & Chassis Model 1954, with 20' Van Body, S/N 1HTAA1951DHA10720

(1) TIME SALES PRICE	\$ 41,457.03
(2) Less DOWN PAYMENT IN CASH	\$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	7,500.75
(4) CONTRACT PRICE (Time Balance)	\$ 33,956.28

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 3411 Hazelwood Road, Edgewater, MD 21037

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty three thousand nine hundred fifty six and 28/100***** Dollars (\$ 33,956.28)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 1st day of Feb., 19 86, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 943.23 and the final installment being in the amount of \$ 943.23

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: DEC 30 1985 19 _____

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

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

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

Melvin B. Clow, Jr. (SEAL)
T/A Melvin Clow Trucking
(Print Name of Buyer-Maker Here)

By: Melvin B. Clow Jr
 Co-Buyer-Maker: _____ (SEAL)
(Print Name of Co-Buyer-Maker Here)

By: _____

This instrument prepared by _____

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

104
089

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)
 _____(L.S.) _____(L.S.)
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (SEAL)
 _____ (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller
 By: _____

 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) Baldwin Service Center, Inc. 41 Defense Hwy. Annapolis, Anne Arundel, MD 21401	Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 21093	
XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXX	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. Two (2) JCB Model 1400B Loader Backhoe, S/N 14N2025309742 and 14N2025310472 "and all leases, other chattel paper, rentals, and other income related thereto and arising therefrom, and all cash and non-cash proceeds thereof."		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>Baldwin Service Center, Inc.</u>	Secured Party <u>C.I.T. Corporation</u>	
By <u>Rhoda L. Baldwin</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. Sidde</u>	
<u>Rhoda Baldwin</u> Type or print name(s) of person(s) signing	<u>Joseph C Sidde</u> Type or print name of person signing	

RECORD FEE 11.00
 POSTAGE .50
 #12546 0040 R02 T10:39
 JAN 23 86

RECORDED & INDEXED
 1986 JAN 23 AM 10:52
 E. AUBREY COLLISON
 CLERK

1102

LIBER - 494 PAGE 091

260103

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) Twin Trucking Company, Inc. 102 Prospect Avenue Glen Burnie, Maryland 21061	2 Secured Party(ies) and Address(es) Baltimore Mack Trucks, Inc. 610 Nursery Road Linthicum, Maryland 21090	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #12548 0040 R02 T10:41 JAN 23 86
4 This financing statement covers the following types (or items) of property: (1) 1986 Mack Mid-Liner Model CS200P VIN# VG6BA01B3GB000400 w/ Duralite Aluminum Van Body 24 Foot 191353 DOCUMENT NOT SUBJECT TO RECORDATION TAX=CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. P.O. Box "A" College Park, Md. 20740

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

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

Filed with: ANNE ARUNDEL COUNTY

Twin Trucking Company, Inc.

Baltimore Mack Trucks, Inc.

By: X *Thomas J. Lovell*
 Signature(s) of Debtor(s)

By: *Gregory V. J.*
 Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

603469 Rev. 12-80

1100

1986 JAN 23 AM 10:52

E. ANNIE Y. COLLISON
 CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 260101

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

If transaction or transactions wholly or partially subject to 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 Building, Annapolis, MD 21401

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)

(1) IBM 3380 Disk AD4, S/N ~~010000~~, A9109, together with all additions and accessions thereto, replacements thereof and substitutions therefore.

RECORD FEE 11.00
POSTAGE .50
#12551 0040 R02 T10:43
JAN 23 86

2324

83-484M, No. 32

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

STATE OF MARYLAND, COMPTROLLER OF THE TREASURY

(Signature of Debtor)

Type or Print Above Name on Above Line
Philip G. Martin, Director

(Signature of Debtor)

Type or Print Above Signature on Above Line

MUNICIPAL LEASING CORPORATION

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1986 JAN 23 AM 10:52

5. MARTIN COLLISON
CLERK

11.00

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 494 PAGE 093

Identifying File No. 260105

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

If transaction or transactions wholly or partially subject to 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 Building, Annapolis, MD 21401

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)

(1) IBM 3880 Disk Controller, Model #3, S/N ~~10010~~ 59787, together with all additions and accessions thereto, replacements thereof and substitutions therefore.

83-484M, No. 31

CHECK THE LINES WHICH APPLY

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

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

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

STATE OF MARYLAND, COMPTROLLER OF THE TREASURY

Signature of Debtor
[Handwritten Signature]
Type or Print Above Name on Above Line
Philip G. Martin, Director

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

MUNICIPAL LEASING CORPORATION
(Signature of Secured Party)

[Handwritten Signature]
Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE 50
#12552 0040 R02 110:43
JAN 23 86

MP
1986 JAN 23 AM 10:52
E. AUSTIN COLLISON
CLERK

1100 25

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)
LONG, Richard W.
1113 Rutland View Drive
Davidsonville, MD 21035

2 Secured Party(ies) and address(es)
Titan IV Limited Partners
c/o Arlington Energy Corp.
2201 Wilson Boulevard
Arlington, Virginia 22201

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

RECORD FEE 10.00
POSTAGE .50
#12555 0040 R02 110:46
JAN 23 86

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

The Debtor's interest as a limited partner under the Agreement of Limited Partnership of Titan IV Limited Partners dated October 24, 1985, including, without limitation, all of the Debtor's rights to distributions in connection therewith. Proceeds of Collateral are also covered.

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

Energy Financial Corp.
283 Greenwich Ave.
Greenwich, CT 06830

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:

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

Richard W. Long

TITAN IV LIMITED PARTNERS
Arlington Energy Corporation, General Partner

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

[Signature] Attorney-in-Fact
Signature(s) of Secured Party(ies)

VP
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

10.05

1986 JAN 23 AM 10:53
E. ALVIN COLLISON
CLERK

A.A. COUNTY

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

LIBER - 494 PAGE 095

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 251081 recorded in Liber 471, Folio 181 on March 2, 1984 (date)

1. DEBTOR(S):

Name(s): R. E. Petty Building Materials

Address(es): 1434 Foxwood Court

Annapolis, Maryland 21401

2. SECURED PARTY:

Name: MACMILLAN BLOEDEL, INC.

Address: Suite 200, 6540 Powers Ferry Road

Atlanta, Georgia 30339

RECORD FEE
POSTAGE
#12500 0040

10.00
50
RO2 110:49
JAN 23 86

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

Equitable Bank National Association
100 South Charles Street
Baltimore, Maryland 21201

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

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

8.

9. DEBTOR:

SECURED PARTY:

MACMILLAN BLOEDEL, INC.

By

Mark Niewerth

(Type Name and Title)

1986 JAN 23 AM 10:53

E. ALLEN COLLISON

MP

A.A. County

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

LIBER - 494 PAGE 096

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 251080 recorded in Liber 471, Folio 179 on March 2, 1984 (date).

1. DEBTOR(S):

Name(s): Petty, Richard E. d/b/a R. E. Petty Building Materials
Address(es): 1434 Foxwood Court
Annapolis, Maryland 21401

2. SECURED PARTY:

Name: MACMILLAN BLOEDEL, INC.
Address: Suite 200 6540 Powers Ferry Road
Atlanta, Georgia 30339

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

Equitable Bank National Association
100 South Charles Street
Baltimore, Maryland 21201

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

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

RECORD FEE 10.00
POSTAGE .50
JAN 23 1986 10:50

9. DEBTOR:

Blank lines for Debtor information.

SECURED PARTY:

MACMILLAN BLOEDEL, INC.

By Mark Niewerth
Mark Niewerth

(Type Name and Title)

MP

1986 JAN 23 AM 10:53

AUDREY COLLISON
CLERK

10.50

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

LIBER - 494 PAGE 097

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 253749 recorded in Liber 477, Folio 403 on September 7, 1984 (date).

1. DEBTOR(S):

Name(s): R. E. Petty Building Materials, Inc.
Address(es): 1434 Foxwood Court
Annapolis, Maryland 21401

2. SECURED PARTY:

Name: MACMILLAN BLOEDEL, INC.
Address: Suite 200 6540 Powers Ferry Road
Atlanta, Georgia 30339

RECORD FEE 10.00
POSTAGE .50
#12562 0040 R02 110:50
JAN 23 86

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

Equitable Bank National Association
100 South Charles Street
Baltimore, Maryland 21201

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

8.

9. DEBTOR:

[Blank lines for Debtor information]

SECURED PARTY:
MACMILLAN BLOEDEL, INC.

By Mark Niewerth
(Type Name and Title)

(Type Name and Title)

MP

1986 JAN 23 AM 10:53

E. ANDREW COLLISON

70.50
16.00

260107

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) _____

Telecommunications Professionals, Inc. 2 Evergreen Road-Suite 200 Severna Park, Maryland 21146

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

RECORD FEE 11.00 POSTAGE 50 212523 0040 R02 110:51

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

JAN 23 86

- 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 Telecommunications Professionals, Inc. By: Lindsay E. Shepherd, President (Seal) (Seal)

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

Form 609 (7-82)

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

1986 JAN 23 AM 10:53

D. COLLISON

118 30



TO BE RECORDED IN:

Land Records of Anne Arundel County
Records of Anne Arundel County
State Department of Assessments and Taxation

Not Subject to
Recordation Tax

200103

DATE: January 17, 1986

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

FINANCING STATEMENT

RECORD FEE 10.00
POSTAGE .50
RECORDED 0777 RD1 11:44
JAN 23 1986

1. Debtor

ISAAIAH JOHNSON
and
MARGRETTA JOHNSON, his wife

Address of all Debtors:

344 Forest Beach Road,
Annapolis, Maryland 21401

2. Secured Parties:

NATHAN A. KANTER
and
ROSE E. KANTER, his wife

Address of all Secured Parties:

4002 High Point Road
Ellicott City, Maryland 21043

3. This Financing Statement covers

- (a) 1979 International Tractor Model S-2500 Serial #CA255JHA13289
- (b) 1978 International Tractor Model S-2500 Serial #CA255HHA14031
- (c) 1978 Ford Trash Truck Model 8000 Serial #TE19642.

J.J.
M.J.

4. The aforesaid items are included as security in a mortgage given by Debtor to Nathan A. Kanter and Rose E. Kanter, his wife, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by Debtor to The Sparks State Bank.

5. Proceeds of collateral are covered hereunder.

DEBTOR

Isaiah Johnson
ISAAIAH JOHNSON
Margaretta E. Johnson
MARGRETTA JOHNSON

SECURED PARTIES

Nathan A. Kanter
NATHAN A. KANTER
Rose E. Kanter
ROSE E. KANTER

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to: Stuart C. Resnick, Esquire, One East Redwood Street, Baltimore, Maryland 21202.

1200
1250

1986 JAN 23 AM 11:45

E. WILSON COLLISON

MP

260100

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

3. Maturity date (if any):

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

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

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

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

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

RECORD FEE 17.00
#22977 0777 801 714:02
JAN 23 83

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

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

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

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

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

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)

(1) FILING OFFICER COPY-ALPHABETICAL

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

MP
1986 JUN 23 PM 2:03
E. ALBERT COLLISON



LEASING SYSTEMS INC.

LIBER - 494 PAGE 101

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

SCHEDULE "A"

LEASE NUMBER: 15377

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE DATE: 12/30/85

<u>QTY.</u>	<u>DESCRIPTION</u>
2	Executive Desk, Dark oak, #HO-1820 DOK
1	5 Drawer Lateral File 36" #MT LF-5LH PUT
4	Taupe Ceramic Containers 16"
6	Taupe Ceramic Containers 18"
4	Orange Ceramic Container 12"
2	Brass Containers
4	Cork Tile
6	Cork Tile
3	Cork Tile
5	Extensions Cords
4	UP Lamps
4	Grow Bulbs
2	Cork Tiles
6	Brass Hanging Baskets
1	60 yds. of terra Cotta
1	16" stationary rodding (9003)
1	96" stationary rodding (9003)
1	72" Architrac Baton draw rodding (94004)
1	30-60" Superfine Traverse rods
1	48-86" Superfine Traverse rods (3085)
1	Flameproof Black outlining
1	Sheer Fabric
1	1981 Ford Truck #1FTEF25E9BNA74818
3	308 Cart
3	285 Pot
10	110 Fry Pan
12	M14 Pan
6	M16 Pan
24	M22 Pan
6	M24 Pan
6	M26 Pan
12	M12 Pan
1	IM313 Stone
1	K Pancake Dispenser
3	Dozen AB1 Knife
5	Dozen 201 Pourer
25	Case #8009508 Goblet
1	K0798S Moritz 5 Lite
4	K0798S Moritz 3 Lite
75	Water Pitcher
1	#2E1612 Silver Food Spot Lamp


Initials

PAGE TWO

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15377

LIBER - 494 PAGE 102

LEASE DATE: 12/30/85

<u>QTY.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
8	Case #8009516 Wine	6	K2333 Alum Fry Pan 14"
8	Case #8009524 Wine	2	K2710 Edlund Can Opener Model
24	Dozen #80000564 Sherbert	1	K5810 Steak Platter 11x7 5/8"
18	Case 3711/T2932 Goblet	36	K7862 White Paneled Coffee Bu
18	Case 3764/T2928 Wine		
17	Case 3777/T2946 Champagne		
2	Case 3702 Brandy		
5	Case 3715 Poco Grande		
2	362 Mirror Tray		
1	377 Mirror Tray		
1	361 Mirror Tray		
1	Dozen 7716CL Tray		
15	Case 8495 Flute		
9	Dozen #8009532 Sherry		
72	#3029519 Carafe		
2	#3029501 Carafe		
60	9011057 Vase		
40	Dozen 3018553 Ashtray		
8	8009284 Bowl		
4	Dozen 8000523 Bowl		
1	Dozen 1255 Clam Shell		
30	Dozen 741 Ramekin		
10	Dozen 739 Pot Pie		
8	Dozen 745 Shirred Egg		
30	M66 Pan		
12	2004 Pan		
6	ST1268 Adapter Bar		
20	JTH-Special Square Head Brass #SC9RH		
1	#0001-00 Custom Gill Manufacturing, 1 Lot of Shelves		
12	#Adapt12 75000 Adaptor Bar 12"		
12	#Adapt 20 75010 Adaptor Bar 20"		
10	#Rack 6200 Rack Glass		
4	Bar Mix #936 Blender Single Spindle		
3	Malt C #48070 Cup-Malt 34 oz/#16		
3	5 1/2 Kloss Novaheam Protectors		
3	Draper Targa Screens (Auto Remote)		
1	Sony SL HF 300 Beta Hi-Fi Recorder/Player		
1	Video Switches		
1	Misc. Wires, Connectors, Cable & Supplies		
1	Remote Relay Pack for club lighting		
4	K8133 S/S Inset 7 1/2 Qt.		
4	K8134 S/S Inset 11Qt.		
6	2E7245 Wast Well Dolly		
100	S0100 Dinner Knife Sets		
9	F9204 24x60 Super Erecta Shelf		
5	F9213 18x48 Super erecta Shelf		
12	F9208 74" post for Supererct Shelf		

initials

LESSEE: Annapolis Mall Motel Ltd. PAGE THREE
Partnership DBA/Ramada Inn

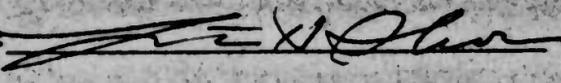
LEASE #: 15377

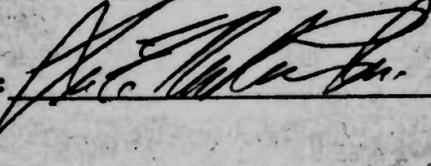
LIBER - 494 PAGE 103

- 14 #8937 Pure Brass Spice Jar Lamp Height 25"
- 7 #8938 Hand Shaped and Incised pure brass urn Lamp Height 27"
- 3 #173/24 Ceramic Color: Raspberry Lamp Height 29"
- 1 146 Yds. Porto Bello #AC-61509, Mauve #28 54" x 9" Horizontal x 8½" Vertical
- 7 Sofabeds 84" overall width with Queen #AC-61509, Mauve #28
- 7 Large Tub Chairs, 30", #AC-61509, Mauve #28
- 3 Small tub Chairs, 27", Grayson, Pattern Formosa, Color Mauve
- 1 700 Yds. Matinee Compote, 24", 27" vertical
- 4 Posters, Dimson D023 Winter, D24 Spring D25 Summer, D26 Autumn/Bruce McGraw
- 18 Marden Chair #34-29W, Upholster in Com in Maharem #M400101 Nlyn.Cranberry
- 2 Habitat Credndenzas #25034 29" x 90", Omaha, #18 Gray
- 1 Intrex Table "twenty niners" #87329, Color #18 Gray 84"x48" opens to 120"x48"
- 1 170 yds. Pattern "Witchita", Color, Beige, 48"
- 6 Temptest Folding Tables, 1700 Series, #7FAIP, 48"x84"
- 3 #1300 Series Tables, with fized lages #3AACP top, 18" x 84"
- 4 #6181 Chinoiserie Gardne Stools Finish: White Ceramic
- 1 61 yds. Kravet Fabric Pattern #2446, Color #777, 48"
- 9 Coverlets Style #200
- 9 Dust Ruffles, Style #601
- 1 285 yds. Grayson Fabric Pattern: Formosa Mauve, 54" x 24½"
- 48 #4860 Action back Stacking Chairs, in grade 8 Fabric Pattern, "Quincy", #003Ros.
- 1 130 yds. Wolf Gordon-"Canberra Wool, Beige #CB5842K, Width 54"W
- 6 222 Base Plate-Painted Brown Wrk
- 6 230 Base Plate Painted Brown Wrk
- 6 22230 Base Plate Painted brn wrk
- 1 97 yds. formosa Mauve
- 3 #3040 Oktagonos 36x48"
- 1 18yd. #40010109 Nylon Branble/09 Cranberry
- 2 #74215-V Venetian Cylinder 6½"x13"
- 8 Frame #200K 6" sq 8oz. muslin
- 1 120yd. Royalax 8000 franch lace, 1326/928 Flannel Grey, 12'x90', RL12465
- 1 64yd. Solid #928/Flannel Grey, 12'x48' Cut 1360
- 1 143yd. #024649, Topeka Cameo
- 7 MT30 12L Black Bamboo table Bases w/o Glass. Mark for: Living Room Suites #2,3,4,5,66
- 6 MT9064L-011 Prasat Barstools in Dark Tobacco finish with solid brass foot ring. Upholstered COM as advised, Mark for: Living Room Suites #4,5&6.
- 24 MT4020L-011 Host Chairs in DARK Tobacco finish and loose seat cushion upholstered COM as advised.
- 4 MT4016L-011 Prasat Game chair in dark tobacco finish and loose seat cushion upholstered as advised COM. Mark all chairs for living Room Suites #2,3,4, 5,66
- 1 #A132603, AN-1005, Empress of India Bonbay Beige 6910
- 1 E2924 Chrome Frame 3 shelf cart
- 37 F22 Tray Chic Folding Tray Stand
- 2 H640 Frontier Soup Kettle
- 1 J2050 Lettuce Crisper 32 Gal. White

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LESSOR: LEASING SYSTEMS, INC.

BY: 

BY: 

TITLE: General Partner

TITLE: President

DATE: 12/30/85

DATE: 12/30/85

LIBER -491 PAGE 104

BOOK 4010 PAGE 240

260111

✓

X To Be Recorded In The Land
Records And In The Financing
Statement Records Of Anne Arundel
Co., Md. And Among The Financing
Statement Records Of The State
Department of Assessments and
Taxation

This Financing Statement Is
Subject To Recording Tax Of
\$ _____ On Principal
Amount Of \$3,750,000.00 Which
Was Paid To The Clerk Of The
Circuit Court of Anne Arundel
County, Maryland Upon The
Filing Of A Deed of Trust

FINANCING STATEMENT

RECORD FEE 27.00
POSTAGE .50
402469 0777 R01 115431
JAN 21 86

1. Debtor: **ARNOLD STATION LIMITED PARTNERSHIP**
c/o Alliance Property Corporation
1600 Winchester Road
Annapolis, Maryland 21401
2. Secured Party: **UNION TRUST COMPANY OF MARYLAND**
Union Trust Tower
Seven St. Paul Street
Baltimore, Maryland 21202

Attention: Douglas R. Hebard,
Assistant Vice President
3. This Financing Statement Covers and the Debtor grants a
security interest to the Secured Party in the following:

a. All plant, equipment, apparatus, machinery, fittings,
appliances, furniture, and furnishings, and other
chattels and tangible personal property and
replacements thereof, now or at any time hereafter
owned by the Debtor and affixed or attached to,
incorporated in, placed upon, or in any way used in
connection with the current or future utilization,
enjoyment, occupation, or operation of the real
property described below, including, by way of example
and not by way of limitation, all lighting, heating,
ventilating, air conditioning, incinerating,
sprinkling, laundry, lifting and plumbing fixtures and
equipment, water and power systems, loading and
unloading equipment, burglar alarms and security
systems, fire prevention and fire extinguishing systems
and equipment, engines, boilers, ranges, refrigerators,
stoves, furnaces, oil burners or units, communication
systems and equipment, dynamos, transformers, motors,
tanks, electrical equipment, elevators, escalators,
cabinets, partitions, ducts, compressors, switchboards,
storm and screen windows and doors, pictures,
sculptures, awnings and shades, signs and shrubbery,

2700
40

REC'D WITH 10% DEPOSIT
CIRCUIT COURT OF ANNE ARUNDEL COUNTY

1986 JAN 21 PM 4:11

E. AUSTIN COLLISON
CLERK



1986 JAN 21 PM 3:30

E. AUSTIN COLLISON
CLERK



for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.

- b. All building and construction materials and supplies of every kind, nature and description owned by the Debtor located on, at, or about the real property described below, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the real property described below, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement of the real property described below, including, by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding, for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings, licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks soil and the like (including oil and gas) which have not been extracted from the real property described below.

- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust referred to below or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property described below.
- h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price, of any contract of sale for all or any portion of the real property described below.
- i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The personal property described above is to be affixed to the real estate described in Exhibit A, attached hereto, being the same lot of ground and improvements thereon, if any, described in a Deed of Trust of even date herewith from the Debtor to the Trustees named therein for the benefit of the Secured Party. The record owner of such real estate is the Debtor.
5. The proceeds and products of the personal property described above are covered and secured hereby, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions or accretions to or of any of the personal property described above.

DEBTOR:

ARNOLD STATION
LIMITED PARTNERSHIP,
a Maryland limited partnership

By: *S. Chandler Sweetser, Jr.* (SEAL)
S. CHANDLER SWEETSER, JR.,
General Partner

SECURED PARTY:

UNION TRUST COMPANY
OF MARYLAND,
a Maryland banking corporation

By: *Douglas R. Hebard* (SEAL)
DOUGLAS R. HEBARD,
Assistant Vice President

LIBER - 494 PAGE 107

DATE: January 21, 1986

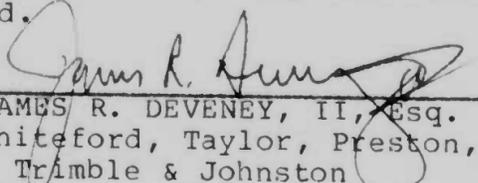
BOOK 4010 PAGE 243

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

James R. Deveney, II, Esquire
Whiteford, Taylor, Preston, Trimble
& Johnston
2000 First Maryland Building
25 South Charles Street
Baltimore, Maryland 21201

CERTIFICATION

I HEREBY CERTIFY that the above instrument was prepared under my supervision and that I am an attorney duly admitted to practice law in the State of Maryland.



JAMES R. DEVENEY, II, Esq.
Whiteford, Taylor, Preston,
Trimble & Johnston
2000 First Maryland Building
25 South Charles Street
Baltimore, Maryland 21201
(301) 752-0987

JRD/kmb
67455/00128
128/ut-arnold
financing statement

Description of
Arnold Station Limited Partnership Property
3rd District, Anne Arundel County, Maryland

Beginning for the same at the most northerly corner of the property, said point being at the division line with the Thomas R. O'Rourke property as recorded in the land records of Anne Arundel County in book 2735 page 404, said point also lying on the southbound right-of-way line of Governor Ritchie Highway (Maryland Route 2), thence binding along said right-of-way South 33 22'30" East - 322.43 feet to the division line with the William T. Claude property as recorded in the land records of Anne Arundel County in book 576 page 348, thence binding along said division line the five following courses and distances:

- 1) South 02 05'10" West - 25.44 feet
- 2) South 50 54'06" West - 18.00 feet
- 3) North 81 32'50" West - 67.75 feet
- 4) South 53 07'10" West - 109.25 feet
- 5) South 36 14'50" East - 236.34 feet to the westerly side

of Arnold Road, thence binding along said westerly side the six following courses and distances:

- 1) South 51 54'10" West - 85.80 feet
- 2) South 57 22'10" West - 66.73 feet
- 3) South 62 12'57" West - 18.10 feet
- 4) South 78 55'10" West - 73.70 feet
- 5) South 27 58'49" East - 2.42 feet
- 6) South 70 31'23" West - 43.13 feet to the division line

with the William H. Berry, et. al. property as shown on minor subdivision number MS 85-212 as recorded in the land records of Anne Arundel County, Maryland, thence binding along said division line South 71 28'03" West - 63.49 feet to the division line with property conveyed to Anne Arundel County as recorded in the land records of Anne Arundel County in book 3413 page 528, thence binding along said last mentioned division line North 26 19'57" West - 493.83 feet to the first mentioned division line with the Thomas R. O'Rourke property, thence binding along said division line North 56 02'59" East 461.74 feet to the point of beginning.

Containing 5.081 acres of land more or less.

Also being all the properties acquired in the following deeds as recorded in the land records of Anne Arundel County:

- 1) Book 3605 Page 423
 - 2) Book 3605 Page 412
 - 3) Book 3650 Page 614
 - 4) Book 3914 Page 249
 - 5) Book 3605 Page 410
 - 6) Book 3605 Page 416
- and Minor Subdivision MS 85-212. (Plat 3909/164, Book 3919/891)

Mail to

Union Trust Co. Md.

85A574

LIBER - 494 PAGE 109

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

October 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. 248736 Liber 465, Page 149 Dated August 23, 1983

in the Office of Anne Arundel County, Maryland
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME Jaquet, Brent M. and Elaine L.
ADDRESS 3931 West Shore Road
Edgewater MD 21037

RECORD FEE 10.00
POSTAGE .50
422872 0345 R01 T10:31
JAN 24 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)

10.00
\$

1985 JUN 24 PM 12:41
14-21-85
mp

Mail to Free State Title & Escrow

FINANCING STATEMENT

COUNTY
subject to recordation tax

1. Name of Debtor(s): Robert Bradley
Address: Deborah Bradley
160 Dundee Road
Severna Park, Md. 21146

10.50
2.00
12.50
117.60 TAX

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

730.10

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

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

Amt. subject to
tax
\$16,300.00 (mp)

1 USED Case Backhoe/Loader Model 580C S.N. 8984647

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:

1988 JAN 24 PM 3:05
E. ALBERT & POLLISON
CLERK

RECORD FEE 12.00
PROPERTY TAX 115.50
POSTAGE 50
912811 0237 002 115.07
JAN 24 86

Debtor(s):
Robert E Bradley
Robert E. Bradley
Deborah L Bradley
Deborah L. Bradley

Secured Party:
Annapolis Banking & Trust Co.
(Type Name of Dealership)
By *KAREN Q. BETTEN*
(Authorized Signature)
Branch Officer
KAREN Q. BETTEN
(Type Name and Title)

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

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

Mail to _____

12.00
115.50

12.00
115.50
.50

R

LIBER - 494 PAGE 111

TERMINATION STATEMENT

RECORD FEE 10.00
POSTAGE .50
#77110 0745 R01 715:26

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

JAN 24 86

1. This Termination Statement shall apply to Original Financing Statement:

File No. 235672 Dated 2nd, December 1980

Record Reference Liber 433, Page 5

2. DEBTOR is:

Name: A & M Printing, Michael E. Mrozek, Owner
(Last Name First)

Address: 110 Crain Highway, S.W., Glen Burnie, Maryland 21061

3. SECURED PARTY is:

Name: THE BANK OF GLEN BURNIE

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

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

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

Mail to

SECURED PARTY:

THE BANK OF GLEN BURNIE

Dated November 27, 19 85

By: Alfreda E. Archer (Title)
Loan Department Supervisor

1050

MP
1986 JAN 24 PM 4:19
E. ARCHER COLLISON
CLERK

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

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

1. DEBTOR: Gary G. Buclous
(Name or Names—Last Name First)
1013 Genine Drive, 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:

LE Sperry PC Computer
Serial #MP1676L

RECORD FEE 11.00
POSTAGE .50
#23111 0346 R01 T15426
JAN 24 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: 32,000.00

8. Filed with: Clerk of the Circuit Court, A. A. County

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

mail to Dated this 27th day of December, 19 85

DEBTOR: Gary Buclous
By: Gary Buclous (Title)

SECURED PARTY: THE BANK OF GLEN BURNIE
By: Linden B. Monaghan (Title)
Linden B. Monaghan, Manager, CVO

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	_____

1100
1150

MP
RECORD
1986 JAN 24 PM 4:19
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

LIBER - 494 PAGE 113

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 489 FOLIO 57 ON Aug. 28, 1984 (DATE)

1. DEBTOR

Name J and R Bus Service, Inc.
Address 8131 Oakwood Road, Glen Burnie, Maryland 21601

RECORD FEE 10.00
POSTAGE 50
SERIALS 345 103 115-29
JAN 24 86

2. SECURED PARTY

Name First Maryland Leasecorp
Address 25 South Charles Street
Baltimore, Maryland 21201

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

One (1) new 1985 International Model 1853 school bus serial number listed as: 1HVLP5L5FHA34321
correct serial number is: 1HVLP5YL5FHA34321

R.E. CLERK
1985 JUN 24 PM 4:19
NON-PROFIT

Mailed to Secured Party

J and R Bus Service, Inc.
[Signature]
Dated 11/6/83

First Maryland Leasecorp
[Signature]
(Signature of Secured Party)
William R. Brown
Type or Print Above Name on Above Line

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

1. Debtor(s) (Last Name First) and address(es) DENISE J. LODRIGE DENISE J. LODRIGE 1511 RITCHIE LANE ANNAPOLIS, MD. 21401 ANNAPOLIS, MD. 21401	2. Secured Party(ies) and address(es) JOE RAMSEY MUSIC JOE RAMSEY MUSIC 1611 WEST STREET ANNAPOLIS, MD. 21401 ANNAPOLIS, MD. 21401	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #23115 0345 R01 715431 JAN 24 86 5. Assignee(s) of Secured Party and Address(es) MANUFACTURERS HANOVER FINANCIAL SERVICES OF 6001 MONTROSE RD, 702 MD TA ROCKVILLE, MD. 20852
4. This financing statement covers the following types (or items) of property: STORY & CLARK PIANO S/N 425823 STORY & CLARK PIANO S/N 425823 NOT SUBJECT TO RECORDATION TAX		

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

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

Filed with: ANNE ARUNDEL COUNTY

By: Denise J. Lodrige Signature(s) of Debtor(s)
 DENISE J. LODRIGE
 (1) Filing Officer Copy—Alphabetical

By: Joe Ramsey Music B. D. Signer(s) of Secured Party(ies)
 JOE RAMSEY MUSIC
 B. D. Signer(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

Mailed to Assignee

MP
 1986 JAN 24 PM 4:19
 E. ADDEY COLLISON
 CLERK

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 9,275.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

Awnings Unlimited, Inc.
(Name)

1814 George Ave.
(Address)

Annapolis, Maryland 21401

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

Attn: Catherine T. Lewis
(Name of Loan Officer)

83 Forest Plaza
(Address)

Annapolis, Maryland 21401

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

IBM, AT, 512K, 20 M.B. Hard Disk, Monitor, Tape Backup 10 M.B.
Printer Epson FX 100, Software

RECORD FEE 11.00
RECORD TAX 63.00
POSTAGE .50
#23119 0345 R01 115435
JAN 24 86

1985 JUN 24 12 4: 19
Y. COLLISCH
LETH

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)

Awnings Unlimited, Inc. (Seal)

[Signature] (Seal)
(Signature)

(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)

(Seal)

(Signature)

(Print or Type Name)

Mailed to Secured Party

11.00
63.00
50

LIBER - 494 PAGE 116

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

No. of Additional Sheets Presented:

1. Debtor(s) (Last Name First) and Address(es):
Mark-Lang, Inc.
436 Obrecht Road
Millersville, Maryland 21108

2. Secured Party(ies) Name(s) And Address(es):
C. I. T. Corporation
Box K-85
Richmond, Virginia 23288

RECORD FEE 10.00
POSTAGE 50
42121 C345 R01 11:37
JAN 24 '86

3. (a) This statement refers to original Financing Statement bearing File No. BOOK 467 Pg 427 ID# 249766
Filed with Anne Arundel Co., MD Date Filed November 10 1983
(b) If the original Financing Statement has previously been continued by the Filing No. of the last continuation filed.
(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block

For Filing Officer

- 4. Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.
- 5. Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)
- 6. Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in item 9.
- 7. Amendment. Financing statement bearing file number shown above is amended as set forth in item 9.
- 8. Release. Secured party releases the collateral described in item 9 from the financing statement bearing the number shown above.
- 9.

10. Signatures:

By Mark Lang
Doris Lantry Krellner - V.P.
Debtor(s) (necessity only if item 7 is applicable)

By C. I. T. Corporation
B. L. Bellamy
Secured Party(ies)

(1) Filing Officer Copy - Numerical

FINANCING STATEMENT CHANGE

Standard Form Approved by N. C. Sec. of State and other States shown above.

1985 JAN 24 PM 4:20

UCC-3

10⁰⁰
50

MIP

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 12-30-85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Edward Kiser, Jr.
Address P.O. Box 647 Riviera Beach, Md 21122

2. SECURED PARTY

Name KUBOTA CREDIT CORPORATION, USA Baldwin Service Ctr.
SOUTHEAST DIVISION 41 Defense Hwy
Address 4444 SHACKLEFORD RD. Annapolis, Md 21401
NORCROSS, GEORGIA 30093

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

3. Maturity date of obligation (if any) _____

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

- 1- Kubota Tractor Model L2250DT-7 S/N 51655
- 1- Kubota Loader Model BF400G S/N 11437
- 1- Woods Mower Model RM600 S/N 7838

RECORD FEE 11.00
POSTAGE .50
#23029 0345 R01 115156
JAN 24 86

CHECK THE LINES WHICH APPLY

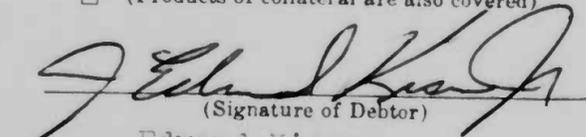
5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(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)

Mailed to Secured Party

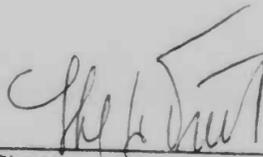

(Signature of Debtor)

Edward Kiser

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



(Signature of Secured Party)

Huse H. Fink

Type or Print Above Signature on Above Line

1986 JAN 24 PM 4:20
E. W. SULLIVAN

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)
 DONN CORPORATION
 786 Elkridge Landing
 Linthieum Heights, MD 21090
 Ann Arundel 4126-46518

2 Secured Party(ies) and address(es)
 HEWLETT PACKARD COMPANY
 Finance & Remarketing Div.
 972 E. Arques - 70FA
 Sunnyvale, CA 94086

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

This statement refers to original Financing Statement No. 249455 Dated 10/24/83, 19 AA County

- 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.

Delete the following:

QTY	DESCRIPTION
1	32440B Series 44 Computer
4	30018A ADCC-Main
4	Otp. 044 Cable
4	30019A ADCC-Extender
4	Opt. 044 Cable
1	30161A 1MB Memory

RECORD FEE 10.00
 POSTAGE 50
 #23131 0345 001 718:02
 JAN 24 86

[Handwritten Signature]

HEWLETT PACKARD COMPANY

Signature of Debtor if an Amendment

Dated: 12/19, 1985

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

(1) FILING OFFICER COPY ALPHABETICAL

UCC-3 Modern Law Form CHICAGO

105 JAN 24 PM 4:20
 Mailed to Secured Party
 Mailed to Secured Party



FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Southward Corporation
Address: t/a Annapolis 4 A Rentals
1919 Lincoln Drive
Annapolis, Maryland 21401

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

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

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

List attached.

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

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

RECORD FEE 10.00
POSTAGE .50
423153 0237 601 109:17
JAN 27 86

1986 JAN 27 AM 9:16
E. ANDREW COLLISON
CLERK

Debtor(s):
Southward Corporation
t/a Annapolis 4 A Rentals

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

By: Kenneth R. Weyron - Pres.

By: William A. Busik
(Authorized Signature)

William A. Busik, Asst. Vice Pres.
(Type Name and Title)

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

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

12.20
.50





ANNAPOLIS 4A RENTALS • PHONE 268-7173
 1919 LINCOLN DRIVE • ANNAPOLIS, MD 21401

Annapolis Banking & Trust
 Security Interest in Collateral Note

YEAR	MANUFACTURE	MODEL	DESCRIPTION	SERIAL
1984	Terramite	T-5	Loader - Backhoe	997 5921
1983	Champ unlift	38'	Manlift	N/A
1983	John Deere	90	Skid Steer Loader	120383 M
1981	John Deere	90	Skid- Steer Loader	095270 M
1982	Ditch Witch	2300	4' Trencher	5914624
1984	Ditch Witch	1410	3' Trencher	13079105
1982	Ditch Witch	C-99	2' Trencher	N/A
1984	Stow	65	Vibratory	N/A
1976	Massey Fergusin	50A	Tractor Loader	2477
1967	Hyster	T-50	Forklift	P3D1719K
2 unit	Vermeer	250	Logsplitter	N/A
1978	Ford	E350	Box Truck	57822600P401441
1981	Chev.	20	Pick Up	24H3B507121

Mailed to Secured Party

ALMOST ANYTHING AVAILABLE FOF

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$...16,000.00

1. Name of Debtor(s): Clifford S. Walzer, D.M.D
Address: 210 West St
Suite 103
Annapolis, Maryland 21401

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

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

OP 10 - X -Ray unit serial #03804 A/T 2000 - Processor Serial #4491
600 Automatic Replemisher Serial #2418

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
RECORD TAX 112.00
POSTAGE .50
#23025 0231 801 112:49
JAN 27 86

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

Debtor(s):
Clifford S. Walzer, D.M.D
[Signature]

Secured Party:
1st AMERICAN BANK OF MARYLAND
By: Dennis D. Ortiz
Assistant Vice-Pres.
Type Name and Title)

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

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

1st AMERICAN BANK OF MARYLAND
1986 JUN 27 PM 12:52
E. AUDREY COLLISON
CLERK

11-2-85
123.58

11.09
112.58

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

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

<u>Name of Debtor</u>	<u>Address</u>
Coastal Heating & Air Conditioning, Inc.	25 Hudson Street Annapolis, Maryland 21401

SECURED PARTY

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

Attach separate list if necessary

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

All inventory and accounts receivable both now owned or hereafter acquired together with all cash and non-cash proceeds and products.

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

RECORD FEE 11.00
 POSTAGE .50
 H23249 0231 R01 T14:57
 JAN 27 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)

COASTAL HEATING & AIR CONDITIONING, INC.

FARMERS NATIONAL BANK OF MARYLAND

By: *John A. Cull*

BY *T. Peyer, E.V.P.*

Type or print names under signatures

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

Mail to _____

1986 JUN 27 PM 2:55
 E. AUBREY COLLISON
 CLERK

11.92
- .50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIPER - 494 PAGE 123

Identifying File No.

200125

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

If transaction or transactions wholly or partially subject to 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) _____

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

(1) IBM 3380 BD4 Disk, S/N F1355 together with all additions and accessions thereto, replacements thereof and substitutions therefor. Equipment Location: The Baltimore Data Center, 301 W. Preston Street, Room 206, Baltimore, MD 21201.

RECORD FEE 11.00
POSTAGE .50
#12864 1040 NO2 107:46
JAN 28 86

83-4841m

#30

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

Mailed to Secured Party

STATE OF MARYLAND, COMPTROLLER OF THE TREASURY

Philip G. Martin 11/8/85
(Signature of Debtor)

Philip G. Martin, Director
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MUNICIPAL LEASING CORPORATION

Regina Calcegnani
(Signature of Secured Party)

Regina Calcegnani, Dir. of Contracts
Type or Print Above Signature on Above Line

1986 JAN 28 AM 10:02

E. MARY K. COLLISON
CLEAN

1100 50

LIBER - 494 PAGE 124

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Scotts Corporation 4995 Fairview Avenue Linthicum, Maryland 21090	2. Secured Party(ies) and address(es) INLEASING DIVISION INB Financial Corporation 111 Westminster Street Providence, R.I. 02903	3. For Filing Officer (Date, Time, Number, and Filing Office)

7. This statement refers to original Financing Statement No. 448-465 filed (date) 4-15-82 with Clerk of Circuit Court Anne Arundel County, MD

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

RECORD FEE 10.00
POSTAGE .50
412825 0040 R02 T09:47
JAN 28 86

..... INLEASING DIVISION INB Financial Corporation
By Signature(s) of Secured Party(ies)

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

Mail to Scotts Corp.

MP
1505 JAN 28 10:10:02

10.00

LIBER - 494 PAGE 125

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Scotts Corporation 4995 Fairview Avenue Linthicum, MD 21090	2. Secured Party(ies) and address(es) INLEASING DIVISION INB Financial Corporation 111 Westminster Street Providence, R.I. 02903	3. For Filing Officer (Date, Time, Number, and Filing Office)
7. This statement refers to original Financing Statement No. <u>449 132</u> filed (date) <u>4-26-82</u>		with <u>Clerk of Circuit Court Anne Arundel, MD</u>
8. <input type="checkbox"/> A. Continuation <input checked="" type="checkbox"/> B. Termination <input type="checkbox"/> C. Release <input type="checkbox"/> D. Assignment <input type="checkbox"/> E. Amendment <input type="checkbox"/> F. Other	The original Financing Statement bearing the above file number is still effective. The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number. From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following: 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: The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor and Secured Party is Required)	

RECORD FEE 10.00
POSTAGE .50
#12066 0040 802 T09:47
JAN 28 86

..... INLEASING DIVISION INB Financial Corporation
 By [Signature] Signature(s) of Secured Party(ies)
 Signature(s) of Debtor(s) (only on amendment)

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

Mail to Scotts Corp.

1986 JAN 28 AM 10:02
E. ANNE COLLISON
CLERK

109

LIBER - 494 PAGE 126

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented.
1. Debtor(s) (Last Name First) and address(es) Scotts Corporation 4995 Fairview Avenue Linthicum, MD 21090	2. Secured Party(ies) and address(es) INLEASING DIVISION INB Financial Corporation 85 Westminster Street Providence, R.I. 02903	3. For Filing Officer (Date, Time, Number, and Filing Office)

7. This statement refers to original Financing Statement No. 449 261 filed (date) 5-3-82 with Circuit Court A.A. County, W.G.L. Clerk
242396

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

RECORD FEE 10.00
 POSTAGE 50
 #12207 CO40 R02 708:48
 JAN 28 82

By INLEASING DIVISION INB Financial Corporation
 Signature(s) of Debtor(s) (only on amendment) By [Signature]
 Signature(s) of Secured Party(ies)

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

Mail to Scotts Corp.

1982 JAN 28 AM 10:02

F. ANDREY COLLISON
 CLERK

1982

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented.
1. Debtor(s) (Last Name First) and address(es) Scotts Corporation 4995 Fairview Avenue Linthicum, MD 21090	2. Secured Party(ies) and address(es) INLEASING DIVISION INB Financial Corporation 111 Westminster Street Providence, R.I. 02903	3. For Filing Officer (Date, Time, Number, and Filing Office)

7. This statement refers to original Financing Statement No. 449,260 filed (date) 5-3-82 with Circuit Court
242395 A.A. County Clerk

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

RECORD FEE 10.00
 POSTAGE .50
 #12868 0040 607 109:49
 JAN 28 86

..... INLEASING DIVISION INB Financial Corporation
 By Signature(s) of Debtor(s) (only on amendment)
 By [Signature] Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

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

Mail to Scotts Corp

10.5

MP

1986 JAN 28 AM 10:02

E. ALLEN COLLISON
CLERK

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 241417 Dated 6th, January, 1982
Record Reference Liber 446 Page 425

2. DEBTOR is:

Name: Diverse Services, Inc.
(Last Name First)

Address: 1223 Annapolis Road, Odenton, Maryland 21113

3 SECURED PARTY is:

Name: The Bank of Glen Burnie

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

RECORD FEE 10.00
POSTAGE .50
JAN 28 1986

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

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

Mail to _____

SECURED PARTY:

THE BANK OF GLEN BURNIE

Dated December 27, 1985

By: Alfred E. Arher
Alfred E. Arher (Title)
Loan Department Supervisor

1986 JAN 28 AM 10:02

E. ADRIAN COLLISON

10.00

LIBER - 494 PAGE 129

260126

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name G & K Landscaping, Inc.

Address 135 Bayard Road, Lothian, MD 20711

2. SECURED PARTY

Name Jacobs Ford Truck Sales, Inc.

Address 8300 Ardwick-Ardmore Road, Landover, MD 20785

Credit Alliance Corporation, 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.

RECORD FEE 17.00
POSTAGE .50
#12873 0040 102 109:52
JAN 28 1986

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)

G & K Landscaping, Inc.

Philip Garofolo, President
(Signature of Debtor)

Philip Garofolo, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jacobs Ford Truck Sales, Inc.

Robert Stevens
(Signature of Secured Party)

Robert Stevens, General Manager
Type or Print Above Signature on Above Line

1986 JAN 28 AM 10:02

E. ADRIAN COLLISON
CLERK

17.00
.50

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated January 10, 1986

between Jacobs Ford Truck Sales, Inc. as Seller/Lessor/Mortgagee and G & K Landscaping, Inc., 135 Bayard Road, Lothian, MD 20711

(Name) (Address)
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 95,977.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 10th day of January, 19 86
Jacobs Ford Truck Sales, Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By [Signature]

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

CONDITIONAL SALE CONTRACT NOTE

TO: Jacobs Ford Truck Sales, Inc. (Seller)
8300 Ardwick-Ardmore Road, Landover, MD 20785
(Address of Seller)

FROM: G & K Landscaping, Inc. (Buyer)
135 Bayard Road, Lothian, MD 20711
(Address of Buyer)

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

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

One (1) 1986 Ford Tractor with Sleeper, Model LTL9000, S/N 1FDYA92X9GVA17077

- (1) TIME SALES PRICE \$ 108,977.20
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 13,000.00
(4) CONTRACT PRICE (Time Balance) \$ 95,977.20

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 135 Bayard Road, Lothian, MD 20711

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety five thousand nine hundred seventy seven and 20/100 Dollars (\$ 95,977.20)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 13th day of February, 19 86, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,599.62 and the final installment being in the amount of \$ 1,599.62

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: January 10, 19 86

BUYER(S)-MAKERS(S):

Accepted Jacobs Ford Truck Sales, Inc. (SEAL)
(Print Name of Seller Here)

G & K Landscaping, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: [Signature]

By: [Signature]
Co-Buyer-Maker:

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

(SEAL)
(Print Name of Co-Buyer-Maker Here)

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

By:

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature) Signature of Seller
By: _____
(Signature, Title of Officer, "Partner" or "Proprietor")

Mailed to Assignee

LIBER - 494 PAGE 133

200127

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 Braswell Precision, Inc.
Address 7513 Connelly Drive, Suite D, Hanover, MD 21076

2. SECURED PARTY

Name W. C. Burroughs & Associates, Inc.
Address 7146 Montevideo Road, Jessup, MD 20794

RECORD FEE 17.00
POSTAGE .50
#12874 0040 102 109:53
JAN 28 '83

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)

Braswell Precision, Inc.

James Braswell
(Signature of Debtor)

James Braswell, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W. C. Burroughs & Associates, Inc.

Dorothy A. Burroughs
(Signature of Secured Party)

Dorothy A. Burroughs, V.P.
Type or Print Above Signature on Above Line

1986 JAN 28 AM 10:02

E. ALBERT COLLISON
CLERK

17.00

ASSIGNMENT

LIBER - 494 PAGE 134

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated January 10, 1986

between W. C. Burroughs & Associates, Inc. as Seller/Lessor/Mortgagee and Braswell Precision, Inc., 7513 Connelly Drive, Suite D, Hanover, MD 21076

(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 \$ 100,395.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 10th day of January, 19 86

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

By [Signature]

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

CONDITIONAL SALE CONTRACT NOTE

TO: W. C. Burroughs & Associates, Inc. FROM: Braswell Precision, Inc.
7146 Montevideo Road, Jessup, MD 20794 7513 Connelly Drive, Suite D, Hanover, MD 21076

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 Matsuura Machining Center, Model 500V, S/N 85044-870.
One (1) Yasnac MX II Controller with tooling package, S/N 556032113

(1) TIME SALES PRICE \$ 107,282.45
(2) Less DOWN PAYMENT IN CASH \$ 6,887.45
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 100,395.00

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 7513 Connelly Drive, Suite D, Hanover, MD 21076

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 thousand three hundred ninety five and 00/100***** dollars (\$ 100,395.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 10th day of February, 19 86, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,673.25 and the final installment being in the amount of \$ 1,673.25

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: January 10, 19 86

BUYER(S)-MAKERS(S):

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

Braswell Precision, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

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

By: James Braswell PRES.
Co-Buyer-Maker:
(Print Name of Co-Buyer-Maker Here)

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

(SEAL)

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

By: _____

This instrument prepared by _____

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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 appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
_____(L.S.) _____(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless, that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____ 19 _____ (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature) Signature of Seller
By: _____
(Witness) (Signature - Title of Officer, "Partner" or "Proprietor")

Mailed to assignee

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 28,037.06
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
~~Thomas K. Lo Individually And T/A~~
~~East West Medical Clinic~~
 Brenda Bulich-Lo
(Name)
 1438 Defense Highway
(Address)
 Gambrills, Maryland

SECURED PARTY (OR ASSIGNEE)
 THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Catherine T. Lewis
(Name of Loan Officer)
 18 West Street
(Address)
 Annapolis, Maryland 21114

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

SEE ATTACHMENT A

RECORD FEE 13.00
 RECORD TAX 196.00
 POSTAGE 50
 #12075 0040 R02 109:54
 JAN 28 86

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

Record Owner, if different from the Debtor _____

- 3. Products of the collateral are also specifically covered
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)

(Seal)

(Seal)
 Thomas K. Lo Individually And T/A
 East West Medical Clinic
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)
 ✓ Brenda Bulich-Lo
(Signature)
 ✓ Brenda Bulich-Lo
(Print or Type Name)

BS-0850A-8406

1986 JAN 28 AM 10:02

F. A. HOLLISON

13.00
196.00

ATTACHMENT A

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Assets; (3) any of Borrower's assets in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

JOHN J. SANTANA, Individually and
T/A FAMILY STOVE COMPANY
8009-H Jumper's Hole Road, Pasadena,
Anne Arundel County, MD 21122

2. NAME AND ADDRESS OF SECURED PARTY:

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

3. This Financing Statement covers all:

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

RECORD FEE 12.00
POSTAGE 50
#128791 0040 102 109:55
JAN 28 86

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: N/A.5. This transaction is , is not exempt from the recordation tax.
Principal amount of the Debt is \$ N/A.DEBTOR:

 (SEAL)
John J. Santana, Individually and
T/A Family Stove Company

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

Mail to

1986 JAN 28 AM 10:02

E. WOODS COLLISON
CLERK

12.5

STATE OF MARYLAND Anne Arundel County

LIBER - 494 PAGE 110

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 222608

RECORDED IN LIBER 397 FOLIO 341 ON January 19, 1979 (DATE)

1. DEBTOR

Name McNew & Bouchal, Inc.

Address 319 Solomons Island Road, Edgewater, MD 21037
4 Dental Road, Edgewater, MD 21037

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.

RECORDING FEE 10.00
POSTAGE .50
412922 0040 R02 111:26
JAN 29 86

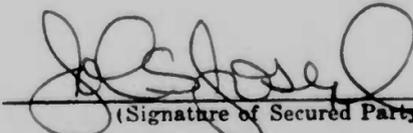
3. Maturity date of obligation (if any) _____

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

MP

1986 JUN 28 AM 11:25
AUSTIN COLLISON
CLERK

BORG-WARNER ACCEPTANCE CORPORATION
by:


(Signature of Secured Party)

Dated January 9, 1986

Mail to McNew & Bouchal, Inc.

John S. Joseph, C & C Mgr 01/09/86
Type or Print Above Name on Above Line



Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 16,820.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
 American Cleaning Services, Inc.
(Name)
 P.O. Box 612
(Address)
 Severna Park, Maryland 21146

SECURED PARTY (OR ASSIGNEE)
 THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Catherine T. Lewis
(Name of Loan Officer)
 83 Forest Plaza
(Address)
 Annapolis, Maryland 21401

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

SEE ATTACHED SCHEDULE A

RECORD FEE 11.00
 RECORD TAX 115.50
 POSTAGE 50
 JAN 28 2006 11:27
 JAN 28 '06

1906 JAN 28 AM 11:25
 E. J. ...
 dlw

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)
 American Cleaning Services, Inc. (Seal)
 _____ (Seal)
 _____ (Signature)
 _____ (Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 _____ (Signature)
 _____ (Print or Type Name)

1100
115.50
50



1 M-702300 Mighty Maid 122C
2 M-702505 ADV Mighty Maid Tanks
2 A-702510 Combo CPT-Hard Fl Tool
2 A-702530 ADV Power Brush
2 A-702540 ADV, Nozzle, Multi PU
1 M-404005 A 38 BD Advance Conve
SN#088518 with batteries and 1 set of Bassine Brushes
1 A-372946 ADV, 36V Semi/Auto BA
1 Set A-404121 ADV Pad Holder 20"
2 M-2770-A Eureka Upright Widetrack
SN#26897166-268898180
1 M-101002 NSS Model M-1
1 A-258101 NSS 10X11 /2 Hose
1 A-220409 4'2 Bend Alum. Wand
3 M-2770-A Eureka Upright Widetrack
SN#26896588-26897309-2689368
6 A-301039 NSS 12" Carpet Tool
1 Laser X Electric Buffer
2 2100 Superbuffer UL
1 Pioneer 2100 Superbuffer
1 M-2270 Eureka Widetrack Vac
SN#31558072
1 M-372622 Conv. 26B W/Batt & BA
1 A-372942 ADV Charger 115V 24 V
1 Set A-372940 ADV Pad Holders for 2
1 M-372622 Conv. 26B w/Batt & BA
1 A-372942 ADV Charger 115V 24V
1 Set A-372940 ADV Pad Holders for 2

Mailed to Secured Party

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ _____. 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)
 Gibraltar Building and Loan Association, Inc. 107 Ridgely Avenue
 Annapolis, Maryland 21401

RECORD FEE 53.00
 POSTAGE .50
 #12880 C777 R02 110:20
 JAN 29 1986

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
 Gibraltar Building and Loan Association, Inc. _____ (Seal)

BY: Michael T. Storm (Seal) _____ (Seal)
 Michael T. Storm, Sr. Vice President

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

Form 609 (7/82)

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

53
 50

1986 JAN 28 AM 11:28

E. ANNIE COLLISON
 CLERK

LINES - 494 PAGE 111

SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement naming Gibraltar Building and Loan Association, Inc. as Debtor and Equitable Bank, National Association as Secured Party.

7.G. (Continued) All of the Debtor's right, title and interest in and to the following:

1. Promissory Note from Kirk William Nelson, Jr. and Myrtle Jean Nelson dated August 19, 1974 in the original principal amount of \$25,500 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Lots 36-38, Block 43, Green Haven, Pasadena, Maryland.
2. Promissory Note from Carl W. Gissner and Nancy E. Gissner dated August 23, 1974 in the original principal amount of \$32,800 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2203-229th Street, Pasadena, Maryland.
3. Promissory Note from Dennis N. Judy, Jr. and Hwa Cha Judy dated August 26, 1974 in the original principal amount of \$34,600 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2301-229th Street, Pasadena, Maryland.
4. Promissory Note from Dennis G. Congdon and Shelia R. Congdon dated September 4, 1974 in the original principal amount of \$25,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Lots 16, 17, 18, Block 49, Green Haven Forest, Pasadena, Maryland.
5. Promissory Note from Allan B. Stark and Kay S. Stark dated December 18, 1974 in the original principal amount of \$40,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 7200 Verbena Road, Baltimore, Maryland.
6. Promissory Note from Lawrence F. Honick and Helena M. Honick dated December 20, 1974 in the original principal amount of \$65,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 10 Cliffdwell Court, Baltimore, Maryland.
7. Promissory Note from Stephen A. Sind and Jean E. Sind dated April 25, 1974 in the original principal amount of \$42,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 6360 Sandchain Road, Howard County.
8. Promissory Note from William D. Coughlan and Susan J. Coughlan dated February 21, 1974 in the original principal amount of \$51,700 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 9245 Sealed Message Road, Columbia, Maryland.
9. Promissory Note from McKinley S. Guess and Doris A. Guess dated December 28, 1973 in the original principal amount of \$58,500 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 400 Potomac Valley Drive.
10. Promissory Note from William H. Thornton and Patricia P. Thornton dated May 24, 1974 in the original principal amount of \$45,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 6356 Windharp Way, Howard County.

11. Promissory Note from Marshall M. Kirkham and Betty Kirkham dated May 20, 1974 in the original principal amount of \$39,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 6352 Sandchain Road, Howard County.

12. Promissory Note from Robert A. Young and Vivian L. Young dated July 16, 1974 in the original principal amount of \$49,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 9383 Rustling Leaf, Howard County.

13. Promissory Note from Boris L. Durant and Geraldine F. Durant dated October 16, 1972 in the original principal amount of \$31,700 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Lots 22-27 in Block "N" as shown on the Plat entitled "Elmhurst", Anne Arundel County.

14. Promissory Note from Patricia Ann Francesco dated October 24, 1972 in the original principal amount of \$23,800 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 11 Neptune Drive.

15. Promissory Note from Joseph T. Taylor, Sr. and Rebecca L. Taylor dated January 3, 1973 in the original principal amount of \$21,750 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 7701 Queens Park Road.

16. Promissory Note from Elizabeth C. Maston dated January 31, 1973 in the original principal amount of \$25,600 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 1078 Kings Road.

17. Promissory Note from Leroy A. Bell, Jr. and Margaret A. Bell dated March 9, 1973 in the original principal amount of \$22,500 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 1081 Kings Road.

18. Promissory Note from Everett M. Livingston and Betty A. Livingston dated March 30, 1973 in the original principal amount of \$37,500 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2 Dale Mills Court.

19. Promissory Note from James P. Riddle and Patsy A. Riddle dated April 2, 1973 in the original principal amount of \$26,600 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 8 Thorn Court.

20. Promissory Note from George H. Chase and Carol R. Chase dated March 20, 1973 in the original principal amount of \$40,100 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Lot No. 2, Block G of the subdivision of "Ridge View", Section 1.

21. Promissory Note from McFarland J. Steel and Mary B. Steel dated March 30, 1973 in the original principal amount of \$49,350 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 6607 Jerry Place, McLean, Virginia.

22. Promissory Note from William and Mattie L. Byrd dated June 5, 1969 in the original principal amount of \$8,500 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 3900 Edmondson Avenue, Baltimore, Maryland.
23. Promissory Note from Richard D. and Judith A. Traversari dated October 28, 1969 in the original principal amount of \$17,900 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 9055 Allenswood Road, Baltimore, Maryland.
24. Promissory Note from Johnnie Mae Hawkins, Johnny Hawkins, Walter P. Heard and Betty Heard dated March 3, 1970 in the original principal amount of \$13,500 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2705 Ruscombe Lane, Baltimore, Maryland.
25. Promissory Note from James Wallace Williams, DoseZell Williams and Connie LaVon Statem dated August 4, 1970 in the original principal amount of \$18,300 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 3304 Ripple Road, Baltimore, Maryland.
26. Promissory Note from Peter Parker and Gail Parker dated August 3, 1970 in the original principal amount of \$50,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 1002-1004 Windrag Way, Baltimore, Maryland.
27. Promissory Note from Dennis J. Psoras Chartered, Dennis J. Psoras and Demetra Psoras dated August 31, 1970 in the original principal amount of \$9,500 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 1327 Taylor Avenue, Baltimore, Maryland.
28. Promissory Note from Neal F. Mohler and Dorothy Mohler dated November 1, 1971 in the original principal amount of \$32,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 510 Brentwood Road, Baltimore, Maryland.
29. Promissory Note from Andrew Bond Collins and Doris T. Collins dated July 30, 1971 in the original principal amount of \$17,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 7406 Allmont Road, Baltimore, Maryland.
30. Promissory Note from Gilles Boisvert and Doris Boisvert dated December 15, 1971 in the original principal amount of \$29,200 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 10213 Greenside Drive, Baltimore, Maryland.
31. Promissory Note from Francis X. Whittie and Marie T. Whittie dated April 14, 1972 in the original principal amount of \$14,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 1304 Rutter Street, Baltimore, Maryland.
32. Promissory Note from John Nathaniel Hollis, Jr. and Mary Jane Hollis dated June 5, 1972 in the original principal amount of \$12,800 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 1705 Lakeside Avenue, Baltimore, Maryland.

33. Promissory Note from Melvin E. Robinson and Ella B. Robinson dated July 15, 1974 in the original principal amount of \$24,500 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Lots 9, 10 and 11, Block 44, Green Haven, Pasadena, Maryland.

34. Promissory Note from Robert Stephen Wallace and Patricia Clarice Wallace dated July 15, 1974 in the original principal amount of \$32,700 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Lots 42, 43 and 44, Block 48, Green Haven Forest, Pasadena, Maryland.

35. Promissory Note from Lawrence W. Hood and Darlene A. Hood dated July 29, 1974 in the original principal amount of \$26,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2403-229th Street, Pasadena, Maryland.

36. Promissory Note from Creg E. Strock and Margaret E. Strock dated July 30, 1974 in the original principal amount of \$29,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Lots 13, 14 and 15, Green Haven Forest, Pasadena, Maryland.

37. Promissory Note from Preston C. Hall and Gail A. Hall dated August 1, 1974 in the original principal amount of \$27,850 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 1700 Judy Way, Harford County.

38. Promissory Note from Zenen A. Enriquez and Carolyn P. Enriquez dated August 9, 1974 in the original principal amount of \$24,500 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Lots 29, 30, 31 and 32, Block 48, Green Haven, Pasadena, Maryland.

39. Promissory Note from Michael Dean McCausey and Shirley McCausey dated August 13, 1974 in the original principal amount of \$27,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2402-229th Street, Pasadena, Maryland.

40. Promissory Note from John F. Luhman, Jr. and Diane S. Luhman dated August 20, 1974 in the original principal amount of \$28,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as as Lot 33, 34 and 35, Block 43, "Green Haven," Anne Arundel Co.

41. Promissory Note from S. John Byington and Sally Ruth Byington dated December 6, 1973 in the original principal amount of \$60,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 4900 Herkimer Street, Annandale, Virginia.

42. Promissory Note from Michael A. Sterlacci dated December 27, 1973 in the original principal amount of \$52,200 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 4904 Herkimer Street, Annandale, Virginia.

43. Promissory Note from Andrew F. Dedrick and Diana Dedrick dated January 31, 1974 in the original principal amount of \$34,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 6322 Windharp Way, Columbia, Maryland.

44. Promissory Note from Lloyd W. Nusbaum, III and Sheridan A. Nusbaum dated April 30, 1974 in the original principal amount of \$29,900 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Lots 11-15, Block L, as shown on the Plat entitled "Elmhurst", Anne Arundel County.

45. Promissory Note from Michael J. Schwarz and Diane P. Schwarz dated May 7, 1974 in the original principal amount of \$32,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Apt. Unit 112, Suburban Oaks Apts. Condominium.

46. Promissory Note from Iraj Amini and Velma Marie Amini dated July 10, 1974 in the original principal amount of \$27,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Lots 5-8, Block 44, Green Haven Forest, Pasadena, Maryland.

47. Promissory Note from William R. Wilson and Judith A. Wilson dated February 10, 1973 in the original principal amount of \$46,800 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 7900 Westpark Drive, McClean, Virginia.

48. Promissory Note from Timothy A. MacDonald and Kathleen MacDonald dated January 31, 1973 in the original principal amount of \$48,600 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Lot 15, Block 27, Section 17-A, of the Subdivision of the Stratford Landing, Fairfax County.

49. Promissory Note from Thomas L. Sever and Mary B. Sever dated March 27, 1973 in the original principal amount of \$58,900 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 3806 Lynn Regis Court, Fairfax, Virginia.

50. Promissory Note from Paul F. Shaver and Patricia E. Shaver dated April 16, 1973 in the original principal amount of \$50,200 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 8003 Rockwood Court, Springfield, Virginia.

51. Promissory Note from George J. Harrison and Hazel T. Harrison dated May 15, 1973 in the original principal amount of \$46,450 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2539 Rambling Road, Vienna, Virginia.

52. Promissory Note from Santiago Acosta and Ana M. Acosta dated September 12, 1972 in the original principal amount of \$46,200 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Lot 6, Blk 1, Tanager Forest, Plat 1, AA Co.

53. Promissory Note from Nicholas A. Fidandis and Shirley M. Fidandis dated May 1, 1973 in the original principal amount of \$54,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 7914 Jansen Drive, Springfield, Virginia.

54. Promissory Note from Kenneth R. Waryzniak and Enis Anne Waryzniak dated October 5, 1973 in the original principal amount of \$27,400 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 1053 Kings Road, Anne Arundel County.

55. Promissory Note from Gary G. Gill dated October 12, 1973 in the original principal amount of \$45,500 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 10717 Lancewood Road, Baltimore, Maryland.
56. *MA* Promissory Note from Donald C. Mulvanity and Grace E. Mulvanity dated June 22, 1973 in the original principal amount of \$51,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 5524 Dunsmore Avenue, Alexandria, Virginia.
57. Promissory Note from Randolph Mason and Mary G. Mason dated October 24, 1973 in the original principal amount of \$25,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 7785 Fox Court, Anne Arundel County.
58. *MA* Promissory Note from Renato P. Susenna and Marie V. Susenna dated April 25, 1974 in the original principal amount of \$45,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 7220 Ashview Drive, Springfield, Virginia.
59. Promissory Note from Sinclair S. Martel and Ellen Jean Martel dated June 21, 1973 in the original principal amount of \$42,950 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Lot 33, Block 17 of the Subdivision of Section 1, Springfield Estates.
60. Promissory Note from Manuel L. Billings and Ruth I. Billings dated November 5, 1973 in the original principal amount of \$23,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Lot No. 2, Thomas Run Road, Plat of Subdivision plan-Land of Cleve G. Coldiron G.R.G. No. 23, Folio 92, Harford County.
61. Promissory Note from Fred J. Breaux and Adele E. Breaux dated June 22, 1973 in the original principal amount of \$56,700 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 4209 Selkirk Drive, Fairfax, Virginia.
62. Promissory Note from Alan Arthur Mathews and Mary I. Mathews dated July 5, 1973 in the original principal amount of \$46,350 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Lot 184, Lake Braddock, Section 2-T, Fairfax co.
63. Promissory Note from Gary H. Bullis and Linda Bullis dated November 2, 1973 in the original principal amount of \$50,800 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 5512 Dunsmore Road, Alexandria, Virginia.
64. Promissory Note from Charles E. Schmidt and Lois M. Schmidt dated November 20, 1973 in the original principal amount of \$46,350 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 4908 Herkimer Street, Annandale, Virginia.
65. Promissory Note from Dewitt T. Irby, Jr. and Joyce Maxine Irby dated June 27, 1973 in the original principal amount of \$48,300 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 5519 Dunsmore Road, Alexandria, Virginia.

66. Promissory Note from Linda R. Watkins dated January 25, 1974 in the original principal amount of \$13,400 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 1627 Stonewood Road, Baltimore, Maryland.

67. Promissory Note from Donald C. Thompson and Emma G. Thompson dated December 31, 1973 in the original principal amount of \$37,200 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 8355 Dubbs Drive, Anne Arundel Co.

68. Promissory Note from George O. Glover and Mildred M. Glover dated January 23, 1974 in the original principal amount of \$60,800 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Lot No. 17, Block F, as shown on the Plat entitled "River Bend Estates", P.G. Co.

69. Promissory Note from William A. Tishey and Lorraine A. Tishey dated December 28, 1973 in the original principal amount of \$39,100 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 8335 Dubbs Drive, Anne Arundel Co.

70. Promissory Note from Robert Davis and Natalie ^{Davis} dated February 25, 1974 in the original principal amount of \$24,650 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 1721 Bolton Street, Baltimore, Maryland.

71. Promissory Note from James C. Duff and Irene M. Duff dated December 31, 1973 in the original principal amount of \$46,200 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 5517 Dunsmore Road, Alexandria, Virginia.

72. Promissory Note from Charles M. Hughes and Lynnallen W. Hughes dated March 7, 1974 in the original principal amount of \$20,500 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 1633 Jeffers Road, Baltimore, Maryland.

73. Promissory Note from Wilford Dopkin and Beverly Dopkin dated March 11, 1974 in the original principal amount of \$35,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Apt. Unit No. 813, Suburban Oaks Apts. Condominiums, Baltimore, Maryland.

74. Promissory Note from Burleigh O. Burshem and Patricia B. Burshem dated December 31, 1973 in the original principal amount of \$60,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 4938 Herkimer Street, Annandale, Virginia.

75. Promissory Note from David Lee Scott, Jr. dated April 11, 1978 in the original principal amount of \$43,390 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2004 Wildlife Drive, Baltimore,

76. Promissory Note from Loyed B. Kroner, Jr. and Katherine J. Kroner dated April 17, 1978 in the original principal amount of \$42,490 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2012 Wildlife Drive, Baltimore.

77. Promissory Note from Steven Charles Emminger and Lynne Garten Emminger dated May 5, 1978 in the original principal amount \$36,150 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2014 Wildlife Drive, Baltimore.

78. Promissory Note from John T. Toolan, Jr. and Sharon Lynn Toolan dated May 10, 1978 in the original principal amount of \$40,990 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2008 Wildlife Drive, Baltimore.

79. Promissory Note from Frank M. Page and Joan T. Page dated May 10, 1978 in the original principal amount of \$34,300 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2024 Wildlife Drive, Baltimore.

80. Promissory Note from John Allen Rudesill dated May 22, 1978 in the original principal amount of \$43,200 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2000 Wildlife Drive, Baltimore.

81. Promissory Note from Irvin Bernard Birenbaum and Donna Eckley Birenbaum dated April 26, 1977 in the original principal amount of \$40,215 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 11 Sharrow Court, Baltimore.

82. Promissory Note from Herman W. Heflin, Beulah E. Heflin and Jeffrey A. Heflin dated June 3, 1977 in the original principal amount of \$40,050 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 14 Sharrow Court, Baltimore.

83. Promissory Note from Robert B. Carroll dated June 8, 1977 in the original principal amount of \$24,950 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 5 Sharrow Court, Baltimore.

84. Promissory Note from James M. Hoffman and Mattie E. Hoffman dated June 8, 1977 in the original principal amount of \$45,890 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 8 Sharrow Court, Baltimore.

85. Promissory Note from Philip W. Pickering and Daryl L. Pickering dated August 25, 1977 in the original principal amount of \$42,190 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 25 Sharrow Court, Baltimore.

86. Promissory Note from William M. Russell and Sandee E. Russell dated January 23, 1978 in the original principal amount of \$42,865 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2034 Wildlife Drive, Baltimore.

87. Promissory Note from Alfred E. McChesney and Karen E. McChesney dated January 23, 1978 in the original principal amount of \$43,990 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2030 Wildlife Drive, Baltimore.

88. Promissory Note from Wassile Wudmaska and Natalie R. Wudmaska dated February 2, 1978 in the original principal amount of \$42,490 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2028 Wildlife Drive, Baltimore.

89. Promissory Note from Kanaiyalal M. Patel and Kumud K. Patel dated February 22, 1978 in the original principal amount of \$43,215 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2038 Wildlife Drive, Baltimore.

90. Promissory Note from Paul E. Terry, Jr. and Sharon L. Terry dated March 13, 1978 in the original principal amount of \$40,990 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2020 Wildlife Drive, Baltimore.

91. Promissory Note from Larry E. Gordon and Madeline H. Gordon dated April 7, 1978 in the original principal amount of \$43,390 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2022 Wildlife Drive, Baltimore.

92. Promissory Note from Raymond Earl Polen and Sherrie L. Polen dated April 25, 1975 in the original principal amount of \$32,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as Navy Day Subdivision, P.G. Co.

93. Promissory Note from Quintus C. Irby dated November 25, 1975 in the original principal amount of \$34,400 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2204 Wildlife Drive, Baltimore Co.

94. Promissory Note from Wesley Chan and Bonnie Lee Chan dated November 25, 1975 in the original principal amount of \$18,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2210 Wildlife Drive, Baltimore Co.

95. Promissory Note from Wayman A. Scott, III and Carolyn M. Scott dated November 21, 1975 in the original principal amount of \$31,950 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 2212 Wildlife Drive, Baltimore Co.

96. Promissory Note from Stuart D. Burke, Jr. dated November 21, 1975 in the original principal amount of \$34,550 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 23 Top View Court, Baltimore Co.

97. Promissory Note from Tuhin K. Basu and Manjula Basu dated November 24, 1975 in the original principal amount of \$36,700 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 21 Top View Court, Baltimore, Co.

98. Promissory Note from Richard J. Kisseberth dated November 24, 1975 in the original principal amount of \$33,500 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 27 Top View Court, Baltimore Co.

99. Promissory Note from Richard Paul Pfeffer and Lynda K. Pfeffer dated June 22, 1976 in the original principal amount of \$32,000 (no deed of trust in file), covering the real property(ies) known as 3400 Kreitler Road, Jarrettswood.
100. Promissory Note from Lawrence T. Gary, Catherine E. Gary and Anthony P. Bonomo dated March 18, 1977 in the original principal amount of \$43,650 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 13 Middleview Court, Baltimore.
101. Promissory Note from Edward W. Beniak, Jr. and Jane A. Beniak dated March 24, 1977 in the original principal amount of \$41,490 (no deed of trust in file), covering the real property(ies) known as 12 Middleview Court, Baltimore.
102. Promissory Note from Joseph L. Wallace, Jr. and Carol L. Wallace dated April 6, 1977 in the original principal amount of \$42,990 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 23 Middleview Court, Baltimore.
103. Promissory Note from Robert J. Pelletier and Elinor F. Pelletier dated June 17, 1974 in the original principal amount of \$35,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 6305 Setting Star, Columbia.
104. Promissory Note from Talmadge Hill, Jr. and Shirley Hill dated May 31, 1974 in the original principal amount of \$43,600 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 4116 Paran Road, Baltimore, Co.
105. Promissory Note from Robert N. Lisle, Marsha A. Lisle, Thomas D. Lisle and Marjorie Lisle dated May 29, 1974 in the original principal amount of \$42,400 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 6441 Oakendoor, Columbia.
106. Promissory Note from Louis J. DeMaio and Karen Y. DeMaio dated June 27, 1974 in the original principal amount of \$32,400 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 1506 Regent Drive, Harford Co.
107. Promissory Note from Paul Perritt and Rubye D. Perritt dated June 3, 1974 in the original principal amount of \$59,400 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 8409 Driftwood Lane, P.G. Co.
108. Promissory Note from Joseph E. Haupt and Barbara J. Haupt dated February 22, 1974 in the original principal amount of \$45,100 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 6310 Leafy Screen, Columbia.
109. Promissory Note from Benjamin W. Clinkscale and Lovey Mae Clinkscale dated March 29, 1974 in the original principal amount of \$26,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as River Bend Estates, P.G. Co.

110. Promissory Note from Neil E. Dorsey and Donna Dorsey dated January 29, 1974 in the original principal amount of \$45,700 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 6391 Scarlet Petal, Columbia.

111. Promissory Note from Norma Richardson Sparks, III and Nancy C. Sparks dated April 30, 1975 in the original principal amount of \$21,800 (no deed of trust in file), covering the real property(ies) known as 310 Rollins Avenue, Capitol Heights.

112. Promissory Note from Michael S. Chapin and Irma A. Chapin dated July 12, 1974 in the original principal amount of \$49,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 9363 Rustling Leaf, Columbia.

113. Promissory Note from Robert S. Bergstein and Ethel A. Bergstein dated July 24, 1974 in the original principal amount of \$42,200 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 6405 Willow Way, P.G. Co.

114. Promissory Note from Donald M. Rothgeb and Betty Jane Rothgeb dated July 25, 1974 in the original principal amount of \$58,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 8400 Bella Vista Terrace, P.G. Co.

115. Promissory Note from R Theodore Hume and Linda B. Hume dated July 8, 1974 in the original principal amount of \$44,600 and the Deed of Trust dated of even date therewith securing such note, covering the real property(ies) known as 9375 Rustling Leaf, Columbia.

116. Promissory Note from Albert R. Holt and Barbara L. Holt dated May 31, 1974 in the original principal amount of \$40,500 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 8352 Dubbs Drive, A.A. Co.

117. Promissory Note from Robert A. Sisk and Carolyn A. Sisk dated March 1, 1974 in the original principal amount of \$40,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 6306 Setting Star, Columbia.

118. Promissory Note from George W. Baker and Elsie D. Baker dated June 25, 1974 in the original principal amount of \$39,500 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 6925 Deepasture Drive, Columbia.

119. Promissory Note from Eugene C. Rowe and Johanna J. Rowe dated July 18, 1974 in the original principal amount of \$41,000 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 6932 Catwing Court, Columbia.

120. Promissory Note from Samuel A. Gray and LaJean M. Gray dated August 30, 1974 in the original principal amount of \$48,500 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 8300 River View Lane, P.G. Co.

121. Promissory Note from Dennis M. Parra and Kathryn Ann Parra dated July 22, 1974 in the original principal amount of \$49,400 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 6955 Spinning Seed, Columbia.

122. Promissory Note from Keith B. Risser and Cynthia Sue Risser dated June 21, 1974 in the original principal amount of \$45,400 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 6326 Windharp Way, Columbia.

123. Promissory Note from Andress J. Pasolli and Martha Pasolli dated May 15, 1974 in the original principal amount of \$36,800 and the Deed of Trust dated of even date therewith securing such Note, covering the real property(ies) known as 698 Stafford Hill, Glen Burnie.

mail to Equitable Bank N.A.

FINANCING STATEMENT - FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 7/7/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LAURENCE L & MARY A. SOSNOWICH

Address 8129 LOFT CT, SEVERN, MD 21144

2. SECURED PARTY

Name Kayak Manufacturing Corp.

Address 325 Harlem Road

West Seneca, N.Y. 14224

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

RECORD FEE 12.00
POSTAGE 50
#12607 0777 R02 110:28
JAN 28 86

3. Maturity date of obligation (if any) _____

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

Kayak Award Winning Swimming Pool (12 X 24) and all attached thereto.

CHECK THE LINES WHICH APPLY

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

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

Property at 8129 Loft Ct., Severn, Maryland 21144

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

L. Sosnowich
(Signature of Debtor)

Kayak Manufacturing Corp.

L. Sosnowich
Type or Print Above Signature on Above Line

Mary A. Sosnowich
(Signature of Debtor)

Keith Miller Branch Mgr.
(Signature of Secured Party)

Mary A. Sosnowich
Type or Print Above Signature on Above Line

Keith Miller signing for Kayak Mfg. Corp.
Type or Print Above Name on Above Line

1250

Mailed to Secured Party

1985 JUN 20 AM 11:28

MIP

maryland national bank

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records.
- 2. To Be Recorded among the Financing Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 175,000.00

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 Anne Arundel County, Clerk's Office
\$1,225.00 1/15/86

5. Debtor's Name
 Interior Concepts, Inc.

Address
 2560 Riva Road
 Annapolis, Maryland 21401

6. Secured Party
 Maryland National Bank
 Attention: B. Newell

Address
 P.O. Box 871
 Annapolis, Maryland 21404

RECORD FEE 11.00
 RECORD TAX 1225.00
 POSTAGE 50
 412832 0777 802 110:32
 JAN 28 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 the Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Contract Rights. All of the contract rights of the Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. Accounts. All of the accounts of the Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. Chattel Paper. All of the chattel paper of the Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of the Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. Other. All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

Interior Concepts, Inc. (Seal)
 Debtor's Name
 By Arlene P. Parrella (Seal)
 Signature and title
 Arlene P. Parrella, President
 By _____ (Seal)
 Signature and title
 By _____ (Seal)
 Signature and title

Secured Party
 Maryland National Bank
 By Mark T. Blizzard (Seal)
 Signature and title
 Mark T. Blizzard, Vice President
 Type name and title

JAN 28 11:28
 MARYLAND NATIONAL BANK
 CLERK

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.
 207-83 Ed. 2/79

1150
 1225.00



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

2033041-1007

Schedule "A"

All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

Mail to Maryland National Bank

AP

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

1. Debtor(s) (Last Name First) and address(es) ALCO GRAVURE, INC. 50 Essex Street Rochelle Park, N. J. 07662	2. Secured Party(ies) and address(es) MANUFACTURERS HANOVER COMMERCIAL CORPORATION 1211 Ave. of the Americas New York, New York 10036	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>15098 Bk 472 Pg. 451 #251742</u> Anne Arundel Co., Md. Date Filed <u>4/25/84</u> 19 <u>84</u> Filed with _____		RECORD FEE 10.00 POSTAGE 50 #12983 0777 HQZ 110:34 JAN 29 86

- 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. Amended to reflect change of Debtor's address from: ~~Ninth & Monroe Streets, Hoboken, N. J.~~
 07030 to: 50 Essex Street, Rochelle Park N. J. 07662

Na. of additional Sheets presented: _____

ALCO GRAVURE, INC. _____
 By: John F. Manner
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

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

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

1008

Mailed to Secured Party



1986 JAN 28 AM 11:28

WILLIAM J. JULLISON

LIBER - 494 PAGE 160

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

3. Maturity date (if any):

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

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

For Filing Officer (Date, Time and Filing Office)

Alco Gravure, Inc.
50 Essex Street
Rochelle Park, NJ 07662

Manufacturers Hanover
Commercial Corporation
1211 Ave. of Americas
New York, N. Y. 10036

RECORD FEE 10.00
POSTAGE 50
#12994 0777 RD 110:34
JAN 28 86

#15098

4. This statement refers to original Financing Statement bearing File No Bk472 Pg 451 #251742

Filed with Anne Arundel Co., MD. Date Filed 4/25/84 19

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

10. Amended to reflect change of Debtor's address from: Ninth & Monroe Streets, Hoboken, NJ 07030 to: 50 Essex Street, Rochelle Park, NJ 07662

No. of additional Sheets presented:

ALCO GRAVURE, INC.

MANUFACTURERS HANOVER COMMERCIAL CORPORATION

By: [Signature]
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

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

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1030



Mailed to Secured Party

1986 JUN 28 AM 11:28

E. ALDRIDGE COLLISON
CLERK

FINANCING STATEMENT

LIDER - 494 PAGE 161

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.

200133

~~4XX~~ Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 Mr. Kenneth G. O'Dea, Jr. 10194 Baltimore National Pike
 T/A Pizza on Wheels Ellicott City, Maryland 21043
 11810 Reisterstown Road
 Reisterstown, Maryland 21136

RECORD FEE 12.00
 RECORD TAX 350.00
 POSTAGE .50
 #12885 0777 102 110:36
 JAN 28 86

6. Secured Party Address
 First Federal Savings & Loan Association of Annapolis 1832 George Avenue
 Attention: Cathy 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:

~~XXXX~~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.

~~XXXX~~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.

~~XXXX~~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
 Kenneth G. O'Dea, Jr. (Seal)
 Kenneth G. O'Dea, Jr., Individually (Seal)
 and T/A Pizza on Wheels (Seal)
 Wanda D. O'Dea (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)

1200
35000

Mailed to Secured Party

JAN 28 AM 11:28
CLERK

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 494 PAGE 162
Identifying File No. 260131

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

If transaction or transactions wholly or partially subject to 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 Professional Communications Inc
Address 914 C Bestgate Rd., Annapolis MD 21410

2. SECURED PARTY
Name AT&T Information Systems
Address 123 Market Pl, 7th Flr. 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)

Merlin communication system

RECORD FEE 11.00
POSTAGE 1.00
#12886 0777 R02 T10:37
JAN 28 '86

tax exempt

CHECK THE LINES WHICH APPLY

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

Mailed to Secured Party

[Signature]
(Signature of Debtor)
David Sh. neman
Type or Print Above Name on Above Line
President
(Signature of Debtor)
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)
M.L. Williams, Admin. Supervisor
Type or Print Above Signature on Above Line

1985 JAN 26 AM 11:28

FINANCING STATEMENT FORM UCC-1

Anne Arundel Co

Identifying File No. 260135

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

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

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

This financing statement Dated 1/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Rastogi, Asha and Rastogi, Ram

Name

Address 222 Rockridge Rd., Millersville, MD 21108

RECORD FEE 12.00 212987 5727 802 110:38 JAN 28 86

2. SECURED PARTY

Name Fireman's Insurance Company of Newark, New Jersey

Address 180 Maiden Lane, New York, NY 10038

Attn: Financial Risk Department

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

Lucy H. Lane SAUL, EWING, REMICK & SAUL 3800 CENTRE SQUARE WEST PHILA. PA 19102

3. Maturity date of obligation (if any)

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

Debtor's limited partnership interest in Amberson Historic Associates, a Pennsylvania limited partnership, now owned or hereafter acquired, including but not limited to all of debtor's rights and interests in said partnership and any successor partnership, in and under the partnership agreement relating thereto, and in the net profits and net losses of such partnership and any distribution by such partnership.

CHECK THE LINES WHICH APPLY

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

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

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

Ram and Asha Rastogi by WKS Associates, General Partner, By Harold P. Weiss, Atty-in-Fact

(Signature of Debtor)

Harold P. Weiss

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Firemen's Insurance Company of Newark, New Jersey

(Signature of Secured Party)

Marianne E. Wickmady

Type or Print Above Signature on Above Line

Mail to Saul, Ewing, Remick & Saul

1985 JAN 28 AM 11:28

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

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

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

This financing statement Dated 9/4/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Professional Communications, Inc.
Address 907-A Commerce Road, Annapolis, MD 21401

2. SECURED PARTY

Name Business Leasing Associates, Inc.
Address 1520 King Street, Alexandria VA 22314

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

3. Maturity date of obligation (if any) 9/4/88

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

- 1 Compaq Desk Pro 4528051B0150
- 1 SD 15 Printer 027501199
- 9527019

RECORD FEE 11.00
POSTAGE .50
#12888 0777 HQ2 T10:39
JAN 28 86

CHECK THE LINES WHICH APPLY

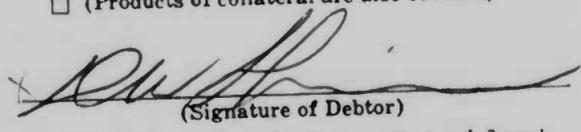
5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

1103

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

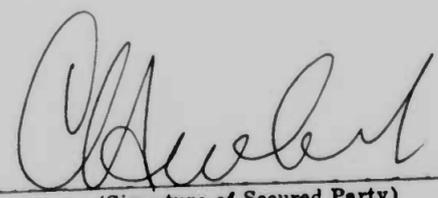
Mailed to Secured Party

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


(Signature of Debtor)

David W. Shineman, President
Type or Print Above Signature on Above Line

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


(Signature of Secured Party)

CHARLES A. WHITE, JR.
VICE PRESIDENT
Type or Print Above Signature on Above Line

1985 JAN 28 AM 11:29

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

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

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

This financing statement Dated 10/11/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Corporate Design Ltd.
Address 2122 Forest Drive, Annapolis, Md. 21401

2. SECURED PARTY

Name Charles A. Murray ITF
Address 10014 N. Dale Mabry, Suite 101, Tampa, Fla. 33618

MAIL COPY TO: Business Leasing Associates, Inc. 1520 King St., Alexandria, Va. 22314
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____ EXPIRATION DATE OF THE LEASE

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

ONE SECURITY ALARM SYSTEM - 2 locations
furnished by Alarm Technologies Inc.

REGISTRY FEE 11.00
POSTAGE .50
#12889 0777 102 110:40
JAN 28 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)

11/50

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

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

Barbara W. Elliott
(Signature of Debtor)

Barbara W. Elliott, President
Type or Print Above Signature on Above Line

Chris D. Crook
(Signature of Debtor)

Chris D. Crook, Vice President
Type or Print Above Signature on Above Line

Charles A. White, Jr.
(Signature of Secured Party)

Charles A. White, Jr., Vice President
Type or Print Above Name on Above Line

Mail to Business Leasing Ass., Inc.

1560 JUN 28 11:29
REGISTRY
#12889 0777 102 110:40
JAN 28 86

FINANCING STATEMENT

LINDER - 494 PAGE 166

FORM UCC-1

260133

Identifying File No. 8512006

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

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

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

This financing statement Dated 12/27/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Electric
Address 1973 Fairfax Road, Annapolis, MD 21401

2. SECURED PARTY

Name ITF Charles A. Murray
Address 10014 N Dale Mabry Hwy, Suite 101, Tampa, FL 33618

SNED COPY TO: BLA, 1520 King Street, Alexandria, VA 22314
Person And Address To Whom Statement Is To Be Returned 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	HP Computer System #110	13269V
1	Disk Drive	9114A
1	HP Printer	2225B
	Cases and Cover	45710A

RECORD FEE 11.00
POSTAGE .50
812006 0777 R02 110:40
JAN 28 86

CHECK THE LINES WHICH APPLY

1150

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

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

William T. Crouse
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charles A. Murray
(Signature of Secured Party)

Type or Print Above Name on Above Line

Mail to BLA

1986 JAN 28 AM 11:29
E. ANNE HULLISON
CLERK

260139

RECORD FEE 12.00
POSTAGE 1.50
#23313 0237 AM 11:29
JAN 28 1986

LIBER - 494 PAGE 167

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) Levin, David A. Levin, Pamela E. (H/W) 2047 Chesapeake Rd. Annapolis, MD 21401		2. Secured Party(ies) and address(es) Firemen's Insurance Company of Newark, New Jersey 180 Maiden Lane - 8th Floor New York, NY 10038 c/o Financial Risk Dept.	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Debtor's limited partnership interest in Franklin Northwoods Associates, a Pennsylvania limited partnership, now owned or hereafter acquired, including, but not limited to, all of Debtor's rights and interests in said partnership and any successor partnership, in and under the partnership agreement relating thereto, and in the net profits and net losses of such partnership and any distribution by such partnership.		5. Assignee(s) of Secured Party and Address(es)	

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

By: David A. Levin Title _____
Pamela E. Levin Title _____
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

1986 JAN 28 AM 11:29

MP
Mail to

JANIE ALLEN
FOR ROTHSCHILD, O'BRIEN & FRANKEL
2000 MARKET ST.
10th floor
PHILADELPHIA, PA.

19103-3293

- 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: MID-ATLANTIC BEVERAGE SERVICE, INC.
(Name or Names)
1321 Mercedes Drive, Section G-H, Harmans, MD. 21077
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION
(Name or Names)
P.O. Box 10656, Towson, MD. 21285-0656
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: UNION TRUST CO. OF MD.
(Name or Names)
P.O. Box 22497 Baltimore, MD. 21203
(Address)

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

One - Toyota Model 2FBEC15 Electric Fork Lift, 3,000 lb. Capacity;
Three Stage Mast; 42" Forks w/935 Ampere Hour Battery;
3-Phase Charger; Sideshifter, S/N 2 FBEC15 10906

RECORD FEE 11.00
#12892 0777 002 110:44
JAN 28 96

"With all proceeds thereof, cash and non-cash, including proceeds of any insurance coverage or any claim thereunder".

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

Mailed to Assignee

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S): MID-ATLANTIC BEVERAGE SERVICE, INC.

By: David Carran President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION

By: Robert E. Polack
Robert E. Polack, President
(Type or print name of person signing)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION
P.O. Box 10656, Towson, MD. 21285-0656

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, MD 21202
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
POSTAGE .50
#12093 0777 R02 110:44
JAN 29 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 Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated January 6, 1986, schedule 01 dated January 8, 1986, between Assignor as Lessor and Lease Account #686010 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 1/14/86 between Assignor and Assignee:

1 (one) Insley Backhoe Model 600 S/N 7292

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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, Sr. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

Mailed to Secured Party

1100
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
#12894 0777 R02 T10:46
JAN 28 86

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard St.

Address 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 12/24/85 between Assignor as Secured Party and CONTRACT ACCOUNT # 580221 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 1/14/86 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

(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, Sr. V.P.

Type or Print Above Name on Above Line

1103

ATP

1985 JAN 28 11:29

DESCRIPTION

Qantel System 40/4 Construction Management
System inclusive of:

- 1, Q30CPU/512K Memory/4-804 Controller
- 1, 150MB Hard Disc Drive
- 1, 1600 BPI Tape Drive
- 1, 13 Video Terminals
- 1, 3001pm printer
- 5, Okidata ML84S Printers
- 1, 1200 Baud Modem
- 1, BEST AOS

BALTIMORE FEDERAL FINANCIAL

BY: [Signature]

TITLE: SFP

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

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

Mailed to Secured Party

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
Annapolis, Maryland 21401

LIBER - 494 PAGE 172

260113

FINANCING STATEMENT

1. **Name of Debtor(s):** Aero-tek, Inc.
Address: 95 Aquahart Road, Suite 201
Glen Burnie, MD 21061

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

RECORDING FEE 11.00
POSTAGE .50
412895 0777 102 110:48
JAN 28 86

3. **This Financing Statement covers the following types (or items) of property:** One (1) IBM AT Computer, Serial Number 84701263, One (1) Math co-processor, One (1) System console, One (1) Disk Subsystem

Debtor(s):

Secured Party:

Aero-tek, Inc.

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By:

James C. Davis
James C. Davis, Treasurer

By

John M. Crook
(Authorized Signature)

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

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

Mailed to Secured Party

1986 JAN 28 AM 11:29

E. ADRIAN COLLISON
CLERK

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ 6769.46

FINANCING STATEMENT

1. Debtor(s):

New Walker's Inn, Inc DBA New Walker's Inn
Name or Names—Print or Type

7910 Main Street - Orchard Beach, Md., 21226
Address—Street No., City - County State Zip Code

Ruth Persinger
Name or Names—Print or Type

7910 Main Street - Orchard Beach, Md., 21226
Address—Street No., City - County State Zip Code

2. Secured Party:

Commerical Acceptance Corporation
Name or Names—Print or Type

P.O. Box 4165 East End Station - Baltimore, Md.,
Address—Street No., City - County State Zip Code 21205

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

See Schedule "A"

RECORD FEE 13.00
 RECORD TAX 45.50
 POSTAGE .50
 312877 0777 402 110:50
 JAN 28 86

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.
15 January 1986

DEBTOR(S): New Walker's Inn, Inc.

SECURED PARTY:

Ruth Persinger Pres.
(Signature of Debtor)

Ruth Persinger - President
Type or Print

Ruth Persinger
(Signature of Debtor)

Ruth Persinger
Type or Print

Commercial Acceptance Corporation
(Company, if applicable)

Marie T. Beacht
(Signature of Secured Party)

Marie T. Beacht Sec/Tres
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 Commercial Acceptance Corporation
P.O. Box 4165 - East End Station
Baltimore, Maryland, 21205

Lucas Bros. Form F-1

Attention: Mr. John G. Dickerson

1300
4550
454



1986 JAN 28 AM 11:30
 COMMERCIAL ACCEPTANCE CORPORATION

Schedule "A"

LIBER - 494 PAGE 174

Kitchen

- 1 Chest Type Freezer
- All steel shelving
- 1 S/S Steam table Serial #PC-10356
- 1 Vulcan 6-Burner stove
- 1 4-Slice toaster
- 1 Small Pizza oven
- 1 Hot Point deep freezer Serial #PCE-0356
- 1 4 Ft. Masson grill
- 1 S/S Updraft system
- 1 5 Ft. S/S work table
- 1 S/S 3-Compartment sink with 2-drainboards
- 1 Hank sink
- 1 All pots, pans and utencils etc.

BAR

- 1 Alcoholic beverage license B-BWL #261 and all renewals thereof
- 1 Ice maker
- 1 Space command color TV
- 3 3-Compartment beer coolers
- 1 S/S 3-Compartment sink 2-drainboards
- 1 Draft beer system
- 1 S/S 1-Compartment sink 2-drianboards
- 1 NCR Register Serial #6428855
- 1 Hank sink
- 1 35 Ft. Formica bar
- 1 20 Ft. back bar
- 14 Bar stools
- 1 American shuffleboard (lenght 21 Ft.)
- 1 All after acquired fixtures and equipment

DINING ROOM

- 20 Square tables (3 x 3))
- 73 Chairs
- 1 G.E. Wall air conditioner
- 3 Signature wall air conditioners

NEW WALKER'S INN, INC

BY: Ruth Persinger Pres.
Ruth Persinger President

Ruth Persinger
Ruth Persinger

Mailed to Secured Party

200117

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

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

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

RECORD FEE 11.00
POSTAGE 50
RECORD COST 11.51
JAN 28 1986

1. LESSEE Hollerbach and Andrews, Inc. (Name or Names)
8114 Washington Blvd., Jessup, Md 20794 (Address)
LESSEE _____ (Name or Names)
_____ (Address)

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

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

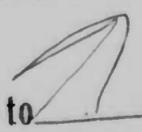
4. This financing Statement covers the following types (or items) of property:
One - 1984 International Harvester, Model F1954, One - Schwinn America MFL900DRKVM
28/24-125 Concrete Pump Serial No. Pump - 170210835, Boom - 1671461, Truck -
INTLKTVA5RMAK8804

1150

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

LESSEE Hollerbach and Andrews, Inc. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: T.P. Hollerbach PRES. By: R.J. Brown V.P.
(Title) (Title)
(Type or print name of person signing) (Type or print name of person signing)

By: _____ (Title)
(Type or print name of person signing) Return to: Baltimore Federal Financial, F
P.O. Box 116
Baltimore, Md 21203
Attn: Jack Stamerro

Mail to 

MIP
1986 JAN 28 AM 11:30
BALTIMORE COLLISION

(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 Lindsay B. Ervin T/A Lindsay Ervin & Associates
16 Village Green, Suite 202 (Name or Names) Crofton, MD. 21114
(Address)
LESSEE _____
(Name or Names)

(Address)

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

3. ASSIGNEE (if any)
of LESSOR [Signature] _____
(Name or Names)

(Address)

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

1 - Repro Blue Liner 2000 w/Filter System

RECORD FEE 12.00
POSTAGE 50
812899 0777 R02 110:52
JAN 28 1993

1200-30

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

LESSEE Lindsay B. Ervin T/A Lindsay Ervin & Associates LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: [Signature] Owner By: [Signature] Manager
Lindsay B. Ervin (Title) Brian G. Connelly (Title)
(Type or print name of person signing) (Type or print name of person signing)

By: _____ Return to: Lessor
(Title)

(Type or print name of person signing) Mail to Chesapeake Ind. Leasing Co.
Ind.



FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Richard D. Evans t/a Holly Acres Landscaping
Address: 2817 Glen Isle Road
Riva, MD 21140

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

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

RECORD FEE 12.00
POSTAGE 1.00
423325 0040 R01 112-13
JAN 28 86

4. This Financing Statement covers the following types (or items) of property: 1986 Dem. BD 16x6-2A, sliding ramps, chain box UIN 1C9CL1627EM 162590; 7 Kubota Tractor, L2850DT-7; Kubota Loader, BF500; Danuser Posthole Digger 18" auger, 24" auger; 6' Box Scraper; Lely Spreader 600#; Modern Imp 7' Rake
5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

Debtor(s):

Secured Party:

Richard D. Evans t/a Hollys Acres Landscaping / Annapolis Banking & Trust Co.
Richard D. Evans (Type Name of Dealership)

Richard D. Evans
Richard D. Evans

By *John M. Suit, II*
John M. Suit, II Exec. Vice Pres.
(Type Name and Title)

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

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

1986 JAN 28 PM 12:12
E. MURPHY COLLISON
CLERK
MP

12⁰⁰
-50

(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 Eastern Express Company
 (Name or Names)
825 Elkridge Landing Road Linthicum Heights, MD. 21090
 (Address)

LESSEE _____
 (Name or Names)

 (Address)

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

RECORD FEE 11.00
 MISTAKE
 #12934 C777 002 11:27
 JUN 26 86

3. ASSIGNEE (if any)
 of LESSOR Northfield Savings & Loan
 (Name or Names)
1844 E. Joppa Rd. Baltimore, Maryland 21234
 (Address)

4. This financing Statement covers the following types (or items) of property:
 Eight - E.F. Johnson, 242-8710-001, Two-Way Private Channel Radios; One -DLC 8010 Antenna;
 One - 239-0226-111 Power Supply; One - 250-0742-006 Desk Microphone; Seven - 250-8700-150
 Accessory Kits.

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

LESSEE	LESSOR
<u>Eastern Express Company</u>	<u>CHESAPEAKE INDUSTRIAL LEASING CO., INC.</u>
By: <u>C. M. Parris II</u> <u>PRES.</u>	By: <u>Brian G. Connelly</u> <u>Manager</u>
<u>C. M. Parris II</u> (Title)	<u>Brian G. Connelly</u> (Title)
(Type or print name of person signing)	(Type or print name of person signing)
By: _____ (Title)	Return to: <u>Northfield Savings & Loan</u>
<u>1100</u> <u>50</u> (Type or print name of person signing)	<u>1844 E. Joppa Rd.</u> Mail to <u>Baltimore, MD 21234</u> <u>Attn: Ron Jobson</u>

1906 JUN 26 PM 2:59

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 Power Boats
 P. O. Box 309
 Edgewater, Maryland 21037

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

RECORD FEE 12.00
 POSTAGE .50
 JAN 28 1986 11:32
 (777) 802

3. This Financing Statement covers the following types (or items) of property:
 A continuing business loan security agreement covering One (1)
 1986 Fountain Boat, S/N FG012020F586

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.

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

 Ralph L. Feltman, Jr., President

Secured Party:
 FIRST AMERICAN BANK OF MARYLAND
 By: _____
 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)

Mailed to Secured Party

mp
 1986 JAN 28 PM 2:59
 COLLISON

FINANCING STATEMENT

LIBER - 497 PAGE 150

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

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

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

260151

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

1. DEBTOR

Name NCVA Service Center

Address 94 BELLEFLORE SEVERN, MD. 21144

2. SECURED PARTY

Name HARBOR LEASING ASSOC

Address 701 Cathedral Street
Baltimore, Maryland 21201

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

3. Maturity date of obligation (if any) _____

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

1-Model 7052 Scan Copier

RECORD FEE 11.00
POSTAGE 50
RECEIVED CITY NO2 11:46
JAN 28 85

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

1150

[Signature]
(Signature of Debtor)

John R. Gossard Jr
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

1985 JAN 28 PM 3:00

Mailed to Secured Party

260155

LIBER - 494 PAGE 181

MA4209MG91

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

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

1. Debtor(s) (Last Name First) address(es) <i>PERRY, William J. III</i> <i>7992 QUARTERSFIELD Rd.</i> <i>SEVERN, MD</i>	2. Secured Party(ies) and Address(es) <i>Ford Motor Credit Co.</i> <i>1101 North Point Blvd.</i> <i>Baltimore, MD 21224</i>	RECORD FEE 11.00 POSTAGE .50 #12970 0777 002 114:18 JAN 28 86
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For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
ONE NEW CENTERVILLE 10305-9 9TON TRAILER
S/N 9217DX

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:
Anne Arundel County

William J. Perry III
(SIGNATURE OF DEBTOR)
William J. Perry III
(SIGNATURE OF DEBTOR)

Ford Motor Credit Co.
(NAME OF SECURED PARTY)
BY: *Terry Pusinsky*
Terry Pusinsky

11/30

RECORDED & INDEXED
1986 JAN 28 PM 3:02
E. MURPHY GOLDSON
CLERK

Mailed to Secured Party

STATE OF MARYLAND

LIBER - 494 PAGE 182

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 235168

RECORDED IN LIBER 431 FOLIO Pg 38 ON 10/30/80 (DATE)

1. DEBTOR

Name JENKINS MARINE MOTOR SALES, INC.

Address 7328 Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name BORG-WARNER ACCEPTANCE CORP.

Address P. O. Box 505, Pensacola, FL 32593

BORG-WARNER ACCEPT. CORP., P. O. Box 1989, Bradenton, FL 33506

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

RECORDING FEE 10.00
POSTAGE 50
#12776 4777 R02 11:25
JAN 28 86

3. Maturity date of obligation (if any) 10/92

CHECK FORM OF STATEMENT

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

AMEND COLLATERAL SECTION 4 TO READ: 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, repos- sessions, exchanges, substitutions, replacements, attachments, parts, acces- sories, 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).

Lela L. Sherman v.p

Dated 1/23/86

Louise Sheriff
(Signature of Secured Party)

LOUISE SHERIFF FOR:
Type or Print Above Name on Above Line
BORG-WARNER ACCEPTANCE CORP.

Mailed to Secured Party

1986 JAN 28 PM 3:02
E. AUSTIN COLLISSEN
CLERK

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254618

RECORDED IN LIBER 479 FOLIO 467 ON 11/26/84 (DATE)

1. DEBTOR

Name Faith R. Soistman
Address 1205 Crawford Dr. Glen Burnie, MD 21061

2. SECURED PARTY

Name Norwest Financial Leasing Inc.
Address 11628 Reisterstown Rd. Reisterstown, MD 21136

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

3. Maturity date of obligation (if any) 5/12/86

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
#12982 C777 R02 114:29
JAN 29 86

1986 JUN 28 PM 3:02
M.F. SOLLOMON
MP

Dated 1/20/86

Cheryl N Solomon
(Signature of Secured Party)

Cheryl N Solomon

Type or Print Above Name on Above Line

10.00

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name CEM Printing Co., Inc.

Address 220 N Crain Highway Glen Burnie, MD 21061

2. SECURED PARTY

Name HOPKINS LEASING corp.

Address 201 Hilton Plaza Baltimore, MD 21208

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)

CHIEF
One (1) ~~Davidson~~ Press SERIAL # DBS148

RECORD FEE 11.00
POSTAGE .50
#12084 C777 102 114:32
JAN 29 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)

Mailed to Secured Party

W. Carl Carlson, Pres
(Signature of Debtor)

WALDNER CARLSON, Pres
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bruce A. Reichelderfer, Jr.
(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.
Type or Print Above Name on Above Line

1986 JUN 20 PM 3:03
#12084 C777 102 114:32
JAN 29 86

260157

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name David Rose, M.D.
Address Suite 500 - 200 Hospital Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name Leasing Corporation of America
Address P.O. Box 116, Baltimore, MD 21203
Ms. Nancy Gaynor
Baltimore Federal Financial, F.S.A., P.O. Box 116, Balto., MD 21203
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

One - Hewlett-Packard ECG Machine Model 4760 A I With Stand, S/N 2529800769
Property belongs to debtor at end of term.

RECORD FEE 11.00
#12987 0777 002 114334
JAN 28 86

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 Rose
(Signature of Debtor)

David Rose, M.D.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Leasing Corporation of America
James I. Waranch
(Signature of Secured Party)

James I. Waranch
Type or Print Above Signature on Above Line

MP
1986 JUN 28 PM 3:03
F 4477 114334

Mailed to Secured Party

-194 187

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE**
FORM NO. 207-126 Rev. 2-84

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

This Statement refers to original Financing Statement, Identifying File No. 251021 recorded in
Liber 471, Folio 81 on 2-28-84 at Anne Arundel Co. Clerk of the Court Location

1. DEBTOR(S):
Name(s) Credit Collection Bureau Corporation
Address(es) 700 Evelyn Ave. Suite 200, Linthicum, Md. 21090

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

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

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

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

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

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

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

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

8. Corporate name change: To-
Credit Collection Bureau Corporation

RECORD FEE 10.00
POSTAGE 50
#12991 077 R02 T14:41
JAN 29 85

D. E. CLERK

1985 JUN 28 PM 3:04

9. SIGNATURES. Credit Collection Bureau Corporation

<p><u>Nicholas Terborgh, Pres.</u> <u>Christopher G. Wunder, V. Pres.</u></p> <p>DEBTOR(S)</p>	<p>SECURED PARTY</p> <p><u>Maryland National Bank</u></p> <p>By <u>B. L. Williams</u> Asst. Mgr.</p> <p>(Type, Name and Title)</p>
--	--

1000
50

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

Mailed to Secured Party

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

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

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

Vernon E. Ford Jr. DBA
Vernon E. Ford Jr. Masonry
3617 Solomon Island Road
Edgewater, Maryland 21037

2. Secured Party(ies) Address(es) And Name(s):

John C. Louis Company, Inc.
1805 Cherry Hill Road
P.O. Box 86
Baltimore, Maryland 21203

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

RECORD FEE 12.00
POSTAGE .50
#13029 0777 102 709:34
JAN 29 86

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

- 1 - Melroe Bobcat Loader, Model M743, Ser. No. 25349
- 1 - 6558301 60" Bucket
- 1 - 6547709 Flotation Tires

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

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

PLEASE NOTE: WE ARE NOT SUBJECT TO RECORDATION TAX!

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

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

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

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

8. Signatures:

Vernon E. Ford Jr. DBA

Vernon E. Ford Jr. Masonry

John C. Louis Company, Inc.

By Vernon E. Ford Jr.
Debtor(s) [or Assignor(2)]

By William S. Davison
Secured Party(ies) [or Assignee(s)]

Vernon E. Ford, Jr.
(2) Filing Officer Copy - Alphabetical

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

William S. Davison, President

FORM UCC

1

Mailed to Secured Party

MP
RECEIVED & RECORDED
1985 JAN 29 AM 8:35
E. AUGUST COLLISON
CLERK

To Be Recorded in the Financing Statement
Records of Anne Arundel County, Maryland
and Among the Financing Statement Records
of the State Department of Assessments and
Taxation for the State of Maryland.

NOT SUBJECT TO
RECORDING TAX

FINANCING STATEMENT

RECORD FEE 14.00
POSTAGE 50
#13030 0777 ROP 708:36
JAN 29 86

1. DEBTOR

The First Marine Group, Inc.
6B3 President Point
Annapolis, Anne Arundel County, MD 21403

and

The First Marine Group, Inc.
t/a Petrini's Yacht Yard and Marina
301 State Street
Annapolis, Maryland 21403

2. SECURED PARTY:

Baltimore Federal Financial, F.S.A.
300 East Lombard Street
P.O. Box 116
Baltimore, MD 21202

3. This Financing Statement covers, and the Debtor hereby grants
the Secured Party a security interest in, the following
Collateral:

a. All of the Debtor's right, title and interest in and to
all of the following kinds and types of property owned by the
Debtor, wherever located, whether now owned or hereafter ac-
quired by the Debtor, together with all replacements or sub-
stitutions and renewals thereof:

1. Accounts
2. Chattel Paper
3. Documents
4. General Intangibles
5. Instruments
6. Inventory
7. Goods
8. Consumer Goods
9. Equipment
10. Raw Materials
11. All Records Relating to the Above Collateral

RECEIVED
PROPERTY TAX
COUNTY

1986 JAN 29 AM 8:35

E. AUBREY COLLISON
CLERK

BFF:4385.15-11

12. Debtor's inventory, including all goods, merchandise, raw materials, goods, work in process, finished goods, and other tangible personal property now owned or hereafter acquired and held for lease or furnished or to be furnished under leases or contracts of service;
13. All accounts, contracts, contract rights, notes, bills, drafts, acceptances, general intangibles, choses in action, and all other debts, obligations and liabilities in whatever form owing to Debtor for those individuals and/or entities who have entered into lease agreements with Debtor, which lease agreements are made a part hereof, as if fully set forth herein, for goods sold by it or for services rendered by it, or however otherwise same may have been established or created, all guarantees and securities therefor, all right, title and interest of Debtor in the merchandise or services which gave rise thereto, including the rights of reclamation and stoppage in transit, all rights of an unpaid seller of merchandise or services;
14. All of Debtor's equipment, and accessories and any replacements thereof, together with assignment of leases and any proceeds including, without limitation, the proceeds of any policy insuring any said property;
15. Including returned merchandise, contract rights, instruments, documents, chattel paper, leases and lease payments, whether now existing or hereafter arising, all of the proceeds of all of the foregoing and all books, records and other evidences of the foregoing and any equipment containing such evidences;
16. This financing statement is not to be construed as an admission that any lease as to which this statement relates between "Secured Party" and "Debtor" constitutes a Security Agreement.
 - b. The terms "Accounts", "Chattle Paper", "Documents", "Equipment", "General Intangibles", "Raw Materials", "Goods", "Instruments", "Consumer Goods", and "Inventory" as used above shall have the same respective meanings as are given to those terms in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended.
4. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance of share belonging to the Debtor of any deposit or other account with the Secured Party.

5. The proceeds (including insurance proceeds) and products of collateral are secured, as are future advances and after acquired property.
6. Some of the above-described personal property may be affixed to the following parcels or real estate: (a) 6B3 President Point, Annapolis, Maryland 21403 of which CRAIG P. FIRING and ELIZABETH M. FIRING are the record owners; (b) The Petrini Ship Yards, No. 1 Walton Lane, Annapolis, Maryland 21403 of which CARMELLA M. PETRINI is the record owner.

SECURED PARTY:

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY


J. David Kommalan
Vice President

Date:

12/20/85

DEBTOR:

FIRST MARINE GROUP, INC.

By


Craig P. Firing
President

Date:

12/20/85

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

R. Samuel Jett, Jr., Esq.
STEIN AND JETT, P.A.
7801 York Road
Suite 224
Towson, MD 21204-7448

Mail to

Towson, MD 21204-7448



BFF:4385-15-13

- To Be Recorded in Financing Statement Records *Anne Arundel Co.*
 To Be Recorded at SDAT
 To Be Recorded in Land Records
 Not Subject to Recordation Tax

FINANCING STATEMENT

1. Debtor: Address:
 Odenton Lubricants Corporation 1521 Woodridge Lane
~~8810 Flagstone Drive~~ 21784
~~Randallstown, Maryland~~ 21133
 Eldersburg
2. Secured Party: Address:
 Suburban Bank 31 Light Street
 Baltimore, Maryland 21202
3. This Financing Statement covers:

A. Inventory. All of the inventory of the Debtor, wherever located, both now owned and hereafter acquired, including, without limitation, raw materials, work in progress, finished goods, goods returned or repossessed or stopped in transit, good used for demonstration, promotion, marketing or similar purposes, property in, on or with which any of the foregoing may be stored or maintained and all materials and supplies usable or used or consumed in the course of Debtor's business, 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 ("Inventory").

B. Receivables. All of the Debtor's; (a) accounts receivable and general intangibles 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, account receivable or general intangible and all cash and non-cash proceeds and products of all such goods; (b) chattel paper 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, and (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given rise to chattel paper and all cash and non-cash proceeds and products of all such goods; (c) property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, chattel paper and all cash and non-cash proceeds thereof; (d) instruments (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents), both now owned and hereafter acquired, together with (i) all moneys due and to become

1986 JUN 29 PM 2:39
 E. J. H. COLLESON

1300
 52

due thereunder and all rights incident thereto, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an instrument and all cash and non-cash proceeds and products of all such goods; and (e) rights in and to all moneys, credits and funds credited or deposited to any deposit account now or hereafter maintained by the Bank in connection with the collection of any of the Debtor's property and goods described above (the "Receivables").

C. Documents. All of the Debtor's documents now owned or hereafter acquired, both negotiable and non-negotiable, including, without limitation, (a) any funds, securities, instruments, documents and other property which are paid, endorsed to, deposited with or under the control of the Secured Party in connection with or relative to any letter of credit which may be issued by the Secured Party for the account of the Debtor and all goods and other property covered by any such documents or shipped under or pursuant to or in connection with any such documents and all cash and non-cash proceeds and products thereof.

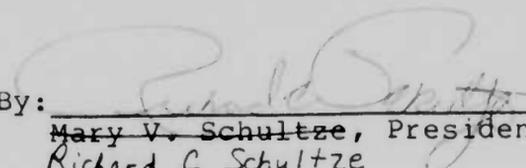
D. Equipment and Fixtures. All of the equipment and fixtures of the Debtor, both now owned and hereafter acquired, and where located, including without limitation, all machinery, vehicles, furniture, furnishings, tools, property in, on or with which any of the foregoing may be stored or maintained, materials and supplies together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or use in connection therewith, all replacements thereof and substitutions therefor, and all cash and non-cash proceeds and products thereof.

E. Lease. All rights and interest of the Debtor in, to and under any leases.

F. Proceeds. All cash and non-cash proceeds and products of the above property including, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, (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, and (c) after acquired property of the type enumerated above and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

4. Some of the above-described personal property is to be applied to the real estate located at 2610 Annapolis Road, Severn, Odenton, Maryland, in Severn Square Shopping Center owned by BTR Odenton Properties, Inc., more particularly described in a Leasehold Deed of Trust recorded of even date herewith in the Land Records for the benefit of Secured Party.

Debtor:
ODENTON LUBRICANTS CORPORATION

By:  (SEAL)
~~Mary V. Schultze, President~~
Richard C. Schultze

To the Filing Officer: After this statement has been recorded please mail the same to: M. Melinda Thompson, Esquire, Melnicove, Kaufman, Weiner & Smouse, P.A., 36 South Charles Street, Suite 600, Baltimore, Maryland 21201-3060.
Mail to _____

1110i

1110i:11/27/85:69

- To Be Recorded in Financing Statement Records *Anne Arundel*
 - To Be Recorded at SDAT
 - To Be Recorded in Land Records
- Not Subject to Recordation Tax

FINANCING STATEMENT

1. Debtor: Address:
Mary V. Schultze 8810 Flagstone Drive
Randallstown, Maryland 21133
2. Secured Party: Address:
Suburban Bank 31 Light Street
Baltimore, Maryland 21202
3. This Financing Statement covers:

A. Documents. All of the Debtor's documents now owned or hereafter acquired, both negotiable and non-negotiable, including, without limitation, (a) any funds, securities, instruments, documents and other property which are paid, endorsed to, deposited with or under the control of the Secured Party in connection with or relative to any letter of credit which may be issued by the Secured Party for the account of the Debtor and all goods and other property covered by any such documents or shipped under or pursuant to or in connection with any such documents and all cash and non-cash proceeds and products thereof.

B. Equipment and Fixtures. All of the equipment and fixtures of the Debtor, both now owned and hereafter acquired, and where located, including without limitation, all machinery, vehicles, furniture, furnishings, tools, property in, on or with which any of the foregoing may be stored or maintained, materials and supplies together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or use in connection therewith, all replacements thereof and substitutions therefor, and all cash and non-cash proceeds and products thereof.

C. Lease. All rights and interest of the Debtor in, to and under any leases.

D. Proceeds. All cash and non-cash proceeds and products of the above property including, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, (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, and

RECORD FEE 11.00
POSTAGE .50
714:39
JAN 29 86

MP
1588 JAN 29 PM 2:39
RECORDS SECTION

*11/30
C/T*

(c) after acquired property of the type enumerated above and any substitutions, renewals, replacements, additions and accritions of or to any of the above-described collateral.

4. Some of the above-described personal property is to be applied to the real estate located at 2610 Annapolis Road, Severn, Odenton, Maryland, in Severn Square Shopping Center owned by BTR Odenton Properties, Inc., more particularly described in a Leasehold Deed of Trust recorded of even date herewith in the Land Records for the benefit of Secured Party.

Debtor:

Mary V. Schultze (SEAL)
Mary V. Schultze

To the Filing Officer: After this statement has been recorded please mail the same to: M. Melinda Thompson, Esquire, Melnicove, Kaufman, Weiner & Smouse, P.A., 36 South Charles Street, Suite 600, Baltimore, Maryland 21201-3060.

Mail to _____

1113i

PARTIAL RELEASE

LIBER - 494 197

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1986 JAN 27 PM 12:25
E. AUDREY COLLISON
CLERK

THIS DEED OF PARTIAL RELEASE, made this 17th day of November, 1986, by and between ROBERT E. VOELKEL, JR. and PAUL W. PARKS, Trustees for MERCANTILE MORTGAGE CORPORATION and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, both Maryland Corporations, parties of the first part, and WILLIAM J. WROTEN and JEAN L. WROTEN, his wife, parties of the second part:

WHEREAS, the said parties of the first part are Trustees under a certain Deed of Trust and Security Agreement dated July 3, 1985 and recorded July 5, 1985 among the Land Records of Anne Arundel County, Maryland, in Liber 3910 folio 689, and, Financing Statement dated July 3, 1985 and recorded July 5, 1985 in Liber 3910 folio 705, and, Financing Statement Records of Anne Arundel County, Maryland in Liber 486 folio 413;

G.L. COLLISON
CLERK

1986 JAN 27 PM 12:25

WHEREAS, the parties of the second part have requested the parties of the first part to Release the hereinafter described property from the legal operation and effect of said Deed of Trust and Security Agreement, and, Financing Statement.

NOW, THEREFORE, THIS PARTIAL RELEASE WITNESSETH: That for and in consideration of the sum of One Dollar and other good and valuable considerations the said parties of the first part do grant and release unto the parties of the second part all that lot or lots or parcels of ground situate in Anne Arundel County, Maryland, and being more fully described sa follows:

BEING KNOWN AND DESIGNATED as Lot Numbered Forty-Eight (48), in the subdivision known as "OAK HOLLOW", Section

LIBER - 10-1-1985 198

BOOK 94 PAGE 30

I, Phase II, which Plats 1 and 2 of 2 are recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 94, folio 30 and 31 at Plat Numbered 4905 and 4906, and,

BEING KNOWN AND DESIGNATED AS Lots Numbered 3, 28, 29, 30, 63, 77, 78, 82, 84 and 92 in the subdivision known as "OAK HOLLOW", Section I, Phase II, Plat 1, 2 and 3 of 3 as per plat recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 96, at folio 39, 40 and 41, and lying in the Third Election District of Said County.

TO HAVE AND TO HOLD the said lots of ground unto and to the use of the said parties of the second part, their successors or assigns, in fee simple, free and discharged of and from the lien of said Deed of Trust and Security Agreement and Financing Statement.

THE TRUSTEES reserving unimpaired the lien on the remaining properties described in said Deed of Trust and Security Agreement and Financing Statement and not hereby or heretofore released.

AS WITNESS the hands and seals of the parties of the first part, as signed and sealed hereunto and duly attested.

ATTEST:

<u>Mary Hampton</u>	<u>Robert E. Voelkel, Jr.</u> (Seal)
	ROBERT E. VOELKEL, JR., Trustee
<u>Mary Hampton</u>	<u>Paul W. Parks</u> (Seal)
	PAUL W. PARKS, Trustee

STATE OF Maryland :
COUNTY OF Prince Georges : to wit:

On the 1st day of January, 1985, before me, the undersigned officer, personally appeared ROBEERT E. VOELKEL, JR. and PAUL W. PARKS, known to me (or satisfactorily proven) to be

BOOK 3014 PAGE 43

LICEN -494 VOL. 199

to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for purposes therein contained.

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

[Signature]
Notary Public

My commisison expires:

Mail to _____

200170

TO BE RECORDED AMONG THE FINANCING STATEMENTS OF ANNE ARUNDEL COUNTY FINANCING STATEMENT

(To Be Used Where The Collateral Is Fixtures)

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

1. DEBTOR: Boca Construction, Inc. (Name or Names - Last Name First)

2 Evergreen Road, Severna Park, Maryland 21146 (Address)

2. SECURED PARTY: Eastern Savings Association (Name or Names)

30 East Padonia Road, Timonium, Maryland 21093 (Address)

3. ASSIGNEE (If any) OF SECURED PARTY: (Name or Names)

(Address)

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

SEE "EXHIBIT B"

5. The land upon which the above described collateral is or is to be located is described as follow:

SEE "EXHIBIT A"

(If additional sheets are attached hereto, state number thereof: 2)

6. Proceed of collateral are covered hereunder: YES X NO

7. This transaction (is) (is not) exempt from the Recordation Tax.

8. The principal amount of the debt initially incurred is: \$65,000.00

9. Filed with:

10. RETURN TO: David C. Daneker, Semmes, Bowen & Semmes, 10 Light Street, Suite 1100 Baltimore, MD 21202

Dated this 10th day of January, 1986

DEBTOR:

Boca Construction, Inc.

By:

Thomas M. Carolan (Title)

President

RECORD FEE 13.00 POSTAGE .50 #23519 0055 R01 712407 JAN 29 86

FOR FILING OFFICER USE

File No. Date and Hour of Filing

Record Reference

1300 50

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot No. 60, as shown on the Plat entitled "Revised Plat 1, Rock Creek Park", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 13.

EXHIBIT "B"

a. The interest of Debtor in all building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any, of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.

c. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property (subject to the terms of the loan agreement.)

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Maryland State Department of Assessments and Taxation
- 3. Not subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of \$ 120,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

1985 JAN 29 14

5. Debtor(s) Name(s): A. Glenn White
Delma V. White

Address(es): 5901 Linthicum Lane
Linthicum, Maryland 21090

6. Secured Party: MARYLAND NATIONAL BANK
 Attention: Charles S. Fitzgerald

Address: Real Estate and Mortgage Division
 10 Light Street
 Fifth Floor
 Baltimore, Maryland 21202

RECORD FEE 12.00
 POSTAGE 50
 #13063 0055 R02 112:27
 JAN 29 86

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 26, 1985 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

A. Glenn White (SEAL)
 A. Glenn White

Delma V. White (SEAL)
 Delma V. White

Secured Party:
 MARYLAND NATIONAL BANK

By: *Charles S. Fitzgerald* (SEAL)
 Charles S. Fitzgerald
 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.

1200/50

All that parcel or parcels of real property located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEGINNING FOR THE SAME THEREOF at an iron pipe here found on the East side of Old Stage Road, said point of beginning being the interesection of the South 54 degrees 17 minutes West 154.25 foot line of that conveyance from Martin Vaith, widower to William E. Bauer and Donna M. Bauer, his wife, by Deed dated April 13, 1956 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.T.C. No. 1017, folio 72, with the East side of Old Stage Road; said point of beginning being also South 54 degrees 16 minutes 10 seconds West 121.55 feet from the beginning of the first line of the aforesaid conveyance; thence from the point of beginning so fixed and binding on the East side of Old Stage Road South 10 degrees 45 minutes 40 seconds East 34.22 feet to a pipe set in the second line of the aforesaid conveyance from Vaith to Bauer, thence running with said line as now corrected for magnetic variation South 66 degrees 12 minutes 10 seconds East 620.60 feet to a pipe set on the West side of Crain Highway, thence leaving the said second line and running with the West side of Crain Highway North 18 degrees 12 minutes 00 seconds East 133.33 feet to a pipe set in the last line of the conveyance from Vaith to Bauer, thence leaving the aforesaid side of the Crain Highway and running with a part of the last line of the conveyance from Vaith to Bauer, North 66 degrees 12 minutes 10 seconds West 464.40 feet to a pipe found at the Northeast corner of that conveyance from William E. Bauer and Donna M. Bauer his wife, to the Anne Arundel County Sanitary Commission by Deed dated May 26, 1961 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.T.C. No. 1485, folio 16, thence leaving the aforesaid mentioned last line and binding on the outlines of the aforesaid conveyance to the Anne Arundel County Samitary Commission South 23 degrees 41 minutes 20 seconds West 50.08 feet to a pipe found, thence North 66 degrees 12 minutes 10 seconds West 130.71 feet to a point in the first line of the conveyance from Vaith to Bauer, thence with a part of said line as now corrected for magnetic variation South 54 degrees 16 minutes 10 seconds West 63.14 feet to the point of beginning.

Containing 1.72 acres of land more or less according to a survey and plat made by T. T. Pantaleo, Registered Professional Engineer and Land Surveyor in November, 1965.

SUBJECT to a twenty (20) foot right-of-way parallel to and binding on the last line of the above described tract.

260181

LIBER - 494 PAGE 205

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 35,000.00
<input checked="" type="checkbox"/> NOT TO BE		<input checked="" type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

1. Debtor(s):

Joseph A. Besche
Name or Names—Print or Type

3838 New Section Road, Baltimore, MD 21220
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:

Tyler L. Hancock
Name or Names—Print or Type

2511 Mountain Road, Pasadena, MD 21122
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All equipment, trade fixtures, furniture, lease rights, leasehold improvements, goodwill, tradename and all other assets used in the business known as Town & Country Trim, located at 2511 Mountain Road, Pasadena, Maryland 21122.

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

N/A

RECORD FEE 11.00
POSTAGE .50
#13155 0777 102 109:07
JAN 30 86

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):

Joseph A. Besche
(Signature of Debtor)

SECURED PARTY:

(Company, if applicable)

Joseph A. Besche
Type or Print

Joseph A. Besche
(Signature of Debtor)

Type or Print

Tyler L. Hancock
(Signature of Secured Party)

Tyler L. Hancock
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 S. Kennon Scott, Esquire, Hartman and Crain,
2661 Riva Road, Suite 810, Annapolis, MD 21401

1100
1150

MP

1986 JAN 30 AM 10:32

E. J. HARRIS

260102

LIBER - 494 PAGE 206

FINANCING STATEMENT

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

DEBTOR Donygal, Inc. T/A Puffins and John Kelly
 (Name or Names)
1651 Md. Rt. 3 North Gambrills, Md. 21054
 (Debtor's Address—Street No., City, County, State)

RECORD FEE 15.00
 POSTAGE 1.00
 413763 0777 ROR 709:14
 JAN 30 85

SECURED PARTY Eklof & Co., Inc.
 (Dealer's Name)
612 Washington Blvd. Baltimore, Md. 21230
 (Dealer's Address—Street No., City, County, State)

ASSIGNEE OF SECURED PARTY:

THE CARROLLTON BANK OF BALTIMORE
 BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
	SEE ATTACHED SHEETS				

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

3. This transaction (is) (~~is not~~) exempt from the Recordation Tax. Consideration \$ _____

Dated this 27th day of November, 1985

Witness:
Judith L. Nossick
 Judith L. Nossick

[Signature]
 Donygal, Inc. T/A Puffins and John Kelly
 Debtor
 Debtor
 Signs

Attest:
Judith L. Nossick
 Judith L. Nossick

[Signature]
 Harry S. Eklof, Jr. President
 Secured Party

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

1500
1550

MP
 1986 JAN 30 AM 10:33
 ESTATE & PROBATE DIVISION
 BALTIMORE, MARYLAND

EKLOF & COMPANY, INC.

612 WASHINGTON BLVD. BALTIMORE, MD. 21230-2297

PHONE (301) 539-5030

NEW AND RECONDITIONED FOOD SERVICE EQUIPMENT

INVOICE NO. 48365

ORDER DATE 10/10/85

INVOICE DATE 10-11-85

SOLD TO **Jacobbeas**
 ADDRESS **1651 Md. 3 North**
Gambills Md. 21054
 CITY STATE ZIP

CUSTOMER NO. CUSTOMER P.O. NO. WRITTEN BY **Grady** DEPOSIT & CHECK NO.
 TERMS **1 1/2% per month** **Charge** **with** **paid** **if** **not** **paid** **according** **to** **the** **above** **terms.**
 SHIP VIA. TIME & SCHEDULED SHIP DATE PHONE(S) & PERSON(S) TO CONTACT **793-3929** HONOR BACK ORDERS ORDER FILLED BY NO. OF PIECES

OFFICE	LOC.	QUAN. ORDERED	NUMBER	MAKE	DESCRIPTION	QUAN. SHIPPED	UNIT PRICE	NET	EXTENSION
		1	U V-208	Dalfield	Lowbay relig.	1			450.00
		1	CE17-5	Cleveland	counter steamer	1		*	2275.00
					SN 02048508				

POSTED

CTN.	NOTES	SUB TOTAL
		2725.00
	* No tax	22.50
	SHIPPING CHARGES	
TOTAL		2747.50

SHIPPED OR DELIVERED BY DATE: COLLECT ON DELIVERY RECEIVED BY:

INVOICE NO. 48943

EKLOF & COMPANY, INC. 612 WASHINGTON BLVD. BALTIMORE, MD. 21230-2297

PHONE (301) 539-5030 NEW AND RECONDITIONED FOOD SERVICE EQUIPMENT

ORDER DATE 11/7/85 INVOICE DATE 11-22-85

SHIP TO
 Jonathans
 1651 Md. Rt 3 North
 Gambrills, Md. 21054
 ADDRESS
 CITY STATE ZIP

CUSTOMER NO. CUSTOMER P.O. NO. WRITTEN BY DEPOSIT & CHECK NO. TERMS
 SHIP VIA, TIME & SCHEDULED SHIP DATE 793-3929 1 1350.00 1 1/2% per month service charge
 ORDER FILLED BY 2 yr John Kelly
 HONOR BACK ORDERS NO. OF PIECES

QUAN. ORDERED	NUMBER	MAKE	DESCRIPTION	QUAN. SHIPPED	UNIT PRICE	NET	EXTENSION
418		PSGOIN Silite	1 qt store + pour complete	39 only		41.64	13573
6	501884	MM	36" dbl. tier spd. rail	6			4108.00
2	95	Sporta	triple glass brush	2			30.62
1	410943	T.A.	multimat	1			275.40
1	7264	Perlick	96" bottle box s/s front	1			1430.00
1	72600	Perlick	48" bottle box s/s front	1			946.00
CTN.		MM 7540					3225.74
CTU.		Perlick 7542					161.29
CTS.							
TOTAL							3387.03

SHIPPED OR DELIVERED BY DATE: RECEIVED BY: COLLECT ON DELIVERY DATE: RECEIVED BY: TOTAL

ACCOUNTS RECEIVABLE

LIBER - 494 PAGE 2008

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 112,500.00

FINANCING STATEMENT

1. Debtor(s):

1. ANNAPOLIS AUTO PARTS, INC., 1994 Moreland Parkway
 Name or Names—Print or Type Annapolis, MD 21401

2 & 3. RAY EUGENE FIELIE & MARCIA ANNE FIELIE
 Address—Street No., City - County State Zip Code
 1619 Severn Run Court, Severn MD 21144

4 & 5. RUSSELL GILBERT TIPPETT, JR. & KIMBERLY ANN TIPPETT
 Name or Names—Print or Type
 Route 2, Box 624, Chester MD 21619
 Address—Street No., City - County State Zip Code

2. Secured Party:

KAR CRAFT OF MD., INC.
 Name or Names—Print or Type
 1006 Middle River Road Baltimore, MD 21220
 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 assets, inventory, etc. with regard to Debtors and/or Debtors' business located at 1994 Moreland Parkway, Annapolis, Maryland 21401

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

Not applicable

RECORD FEE 16.00
 POSTAGE .50
 313154 C777 R02 T09:15
 JAN 30 86

5. If collateral is crops, describe real estate.

Not applicable

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): ANNAPOLIS AUTO PARTS, INC. SECURED PARTY:

by Ray Eugene Fielie vice President
 (Signature of Debtor)
 Ray Eugene Fielie
 Marcia Anne Fielie
 (Signature of Debtor)
 Russell Gilbert Tippet, Jr.
 Kimberly Ann Tippet
 Type or Print

KAR CRAFT OF MD., INC.
 (Company, if applicable)
 by Paul C. Crafton
 (Signature of Secured Party)
 Paul C. Crafton, Director
 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 Gilbert Rosenthal, 1212 Blaustein Building, Balto., MD 21201

1650



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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 494 Page No. 209
Identification No. _____ Dated _____

1. Debtor(s) } ANNAPOLIS AUTO PARTS, INC., RAY EUGENE FIELIE, MARCIA
ANNE FIELIE, RUSSELL GILBERT TIPPETT, JR. & KIMBERLY ANN
1994 Moreland Parkway Annapolis, MD 21401 TIPPETT
Address—Street No., City - County State Zip Code

2. Secured Party } KAR CRAFT OF MD., INC.
1006 Middle River Road Baltimore, MD 21220
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
#13165 C777 R02 T09:17
JAN 30 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 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>

General Products Wholesale Corporation
1006 Middle River Road
Baltimore, Maryland 21220

This Assignment is with recourse, and Kar Craft of Md., Inc. guarantees full payment by the Debtors. This assignment is in partial liquidation of moneys owed by Kar Craft of Md., Inc. to General Products Wholesale Corporation.

Dated: 8/24/85 Kar Craft of Md., Inc.
Name of Secured Party
by [Signature]
Signature of Secured Party
Paul C. Grafton, Treasurer
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Return TO: Gilbert Rosenthal, Esquire
1212 Blaustein Building
Baltimore, MD 21201
301-752-5678

1000

D.E. GLEN

1986 JAN 30 AM 10:33

E. MURPHY & SONS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 494 Page No. 209
Identification No. _____ Dated _____

1. Debtor(s) { ANNAPOLIS AUTO PARTS, INC., RAY EUGENE FIELIE, MARCIA
Name or Names—Print or Type
ANNE FIELIE, RUSSELL GILBERT TIPPETT, JR. & KIMBERLY ANN
Address—Street No., City - County State Zip Code
1994 Moreland Parkway, Annapolis, MD 21401 TIPPETT

Assigned
2. Secured Party { GENERAL PRODUCTS WHOLESALE CORPORATION
Name or Names—Print or Type
1006 Middle River Road, Baltimore, MD 21220
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 checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#13166 0777 002 109:17
JAN 30 86

Paul C. Grafton
1006 Middle River Road
Baltimore, Maryland 21220

This Assignment is with recourse, and General Products Wholesale Corporation guarantees full payment by the Debtors. This Assignment is in partial liquidation of moneys owed by General Products Wholesale Corporation to Paul C. Grafton.

Dated: 8/24/85
General Products Wholesale Corporation
Name of Secured Party
by [Signature]
Signature of Secured Party
Paul C. Grafton, Treasurer
Type or Print (Include Title if Company)

1000
50



1986 JAN 30 AM 10:33



MARYLAND NATIONAL BANK
We want you to grow.SM

FINANCING STATEMENT

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

5. Debtor(s) Name(s) Dixie MacMurray, Inc. Address(es) 790 Ritchie Highway, Suite E36
Severna Park, Maryland 21146

RECORD FEE 11.00
POSTAGE 50
413787 0777 002 109:18
JAN 30 88

6. Secured Party Maryland National Bank Address P.O. Box 871
Annapolis, Maryland 21404
Attention: Debra L. Phipps

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.

Dixie MacMurray, Inc.
Dixie MacMurray, President (Seal)
Ralph MacMurray, Vice President/Secretary (Seal)

Secured Party
Maryland National Bank
Debra L. Phipps (Seal)
Debra L. Phipps, Branch Officer
Type name and title

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

11/502

1988 JAN 30 AM 10:33

E. ANDREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. _____

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

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

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 Nassi-Farshid, Inc.
Address 2444 Polomons Island Road, Annapolis, Md.

2. SECURED PARTY

Name American Refrigeration & Restaurant Equipment Co., Inc.
Address 1001 Old Philadelphia Road, P.O. Box 960
Aberdeen, Md. 21001
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

- (1) Master Bilt Self Contained Dolly Case - Model #CFM51 - S/N119567
- (1) Beverage Air 2 Glass Door Cooler - Model #BAM52 - S/N 7620977
- (1) Globe S/S Slicer - Model #610 - S/N 616180

RECORD FEE 11.00
POSTAGE 50
#13189 0777 R02 109:20
JAN 30 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)

Nassi-Farshid, Inc.
(Corporate or Trade Name)

✓ [Signature]
(Signature of Debtor)

Farshid Joubin, Pres.
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

American Refrigeration & Restaurant Equipment Co., Inc.

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECEIVED
1986 JAN 30 AM 10:33
E. MARY COLLISON
CLERK

STATE OF MARYLAND

LIBER - 494 PAGE 214

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249316

RECORDED IN LIBER 466 FOLIO 366 ON 10-11-83 (DATE)

1. DEBTOR

Name Herbert Sullivan

Address 102 Kuethe Drive, Annapolis, MD 21403

2. SECURED PARTY

Name Massey Ferguson Credit Corporation

Address Box 10357, Des Moines, IA 50306

RECORD FEE 10.00
POSTAGE 50
#13389 0777 R02 T08:21
JAN 30 1986

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

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> xx</p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>588</p>	

1986 JAN 30 AM 10:33
K. WHITE & COLLIGSON
CLERK

Dated January 23, 1986

Massey Ferguson Credit Corporation
Scott Mastain, Cr. Clerk
(Signature of Secured Party)

Scott Mastain
Type or Print Above Name on Above Line

000196

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 1-24-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WOLFORD'S WELL & PUMP SERVICE, INC.
Address 4429 Mountain Rd., Pasadena, Md. 21122

2. SECURED PARTY

Name INGERSOLL RAND EQUIPMENT SALES
Address 5681 Main St., Elkridge, Md. 21227

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

- 3. Maturity date of obligation (if any) _____
- 4. This financing statement covers the following types (or items) of property: (list)

1 - Ingersoll Rand P185WJD Air Compressor, SN 150849 and all attachments and accessories thereto.

RECORD FEE 11.00
POSTAGE .50
M13171 C777 R02 T08:22
JAN 30 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)

1100
1150

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)



WOLFORD'S WELL & PUMP SERVICE, INC.
Peggy A. Wolford Sec. Treas. 1-24-85
(Signature of Debtor) (Title)

PEGGY A. WOLFORD
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL RAND EQUIPMENT SALES

Bradley W. Berger
(Signature of Secured Party)

Bradley W. Berger, Office Mgr.
Type or Print Above Name on Above Line

1986 JAN 30 AM 10:33
E. MURPHY COLLISON
CLERK

142.76

LIBER - 494 PAGE 216

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Gallagher, J. 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 on the part to the Maryland recordation tax, principal amount of \$41,000.00	
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> 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 <u>MJM Partnership</u>		
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>[Signature]</u>	
By <u>[Signature]</u> Title <u>President</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <u>Mic Schmidt</u> <small>Type or print name of person signing</small>	
Type or print name(s) of person(s) signing <u>J William Gallagher</u>		

RECORD FEE
 RECORD TAX
 POSTAGE
 \$1.72 0777

12.00
 297.00
 50
 102 107223
 JAN 30 86

1985 JAN 30 AM 10:53
 1985 JAN 30 AM 10:53

1200
 1250
 28700

STATE OF MARYLAND

COUNTY _____

LIBER - 494 PAGE 217

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 434 PAGE 432 ON Feb. 25, 1981 (DATE)
FOLIO _____

1. DEBTOR

Name Leo's Vacation Center, Inc.

Address 729 MD Rt. #3 North Lane, Gambrills, MD 21054

2. SECURED PARTY

Name BancAmerica PrivateBrands Inc.

Address 85 W. Algonquin Road, Suite 360, P.O. Box 1610

Arlington Heights, IL 60005

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

RECORD FEE 10.00
POSTAGE 50
#13173 0777 402 109:25
JAN 30 86

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.)

10.00

1986 JUN 30 11 10:33

D. E. CLERK

Dated 12 30 85

Janet Kaiser
(Signature of Secured Party)

Janet Kaiser - Account Secretary
Type or Print Above Name on Above Line



RECORD FEE 11.00
POSTAGE 50
#13174 0777 R02 109:24
JAN 30 86

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

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

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
Holmatro Inc.	THE FIRST NATIONAL BANK OF MARYLAND
<small>(Name)</small>	<small>Attn: Paul V. Sinon</small>
412 Headquarters Dr. (P.O. Box 99)	<small>(Name of Loan Officer)</small>
<small>(Address)</small>	P.O. Box 1596
Millersville, Maryland 21108	<small>(Address)</small>
	Baltimore, MD 21203

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

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (4) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (5) all proceeds (including insurance proceeds) and products of the above-described inventory; (6) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (7) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (8) all of the actual books and records evidencing any of the above-described items of Collateral.

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

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
Holmatro Inc. <small>(Seal)</small>	<small>(Seal)</small>
<small>(Signature)</small>	<small>(Signature)</small>
Kees Smeehuijzen	<small>(Seal)</small>
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

1100
1150

1986 JAN 30 AM 10:33
E ALBION COLLISON
CLERK

260189

LIBER - 494 PAGE 219

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)
TJM LEASING INC.
8371 Jumers Hole Road
Millersville, MD. 21108

2 Secured Party(ies) and address(es)
LEASING SYSTEMS, INC.
1413 K Street - Suite 1200
N.W. Wash., D.C. 20005

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

RECORD FEE 11.00
#13175 0777 R02 109:27
JAN 30 86

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

1 60MB Upgrade, 1 7700DS GBT Display Station, 1 6630PM
Laser Printer w/terminal
All of Debtor's machinery and equipment and all accessories and
attachments thereto or substitutions thereof whether now existing
or hereafter acquired and wherever located which are subject to
the lease agreement between DEBTOR as LESSEE and Secured Party
as LESSOR dated 12/27/85 including but not limited to the
above stated equipment.

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

District of Columbia
National Bank
1801 K Street, N.W.
Washington, D.C. 20005

"NOT SUBJECT TO RECORDATION TAX"

lease #15495

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:

TJM Leasing Inc.

LEASING SYSTEMS, INC.

By: Thomas J. Mottica, President
Thomas J. Mottica, President

By: Lee E. Nason, Secretary
Lee E. Nason, Secretary

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

1100

MP
1986 JAN 30 AM 10:34
FILING OFFICE

260100

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO
 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$8,000.00

RECORD FEE 14.00
 RECORD TAX 56.00
 POSTAGE .50

FINANCING STATEMENT

1. Debtor(s): MARINA'S EXPRESS, INC and PIETRO A. PRIOLA
Name or Names—Print or Type
228 Main Street, Annapolis, Maryland 21401
Address—Street No., City - County State Zip Code

DONNA PRIOLA and FRANK PRIOLA
Name or Names—Print or Type
228 Main Street, Annapolis, Maryland 21401
Address—Street No., City - County State Zip Code

2. Secured Party: BALTIMORE CIGARETTE SERVICE, INC.
Name or Names—Print or Type
140 S. Azar Avenue, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code

#13176 0777 102 109:28
JAN 30 86

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):
 MARINA'S EXPRESS, INC.
 By Pietro A. Priola Pres.
Pietro A. Priola
 Pietro A. Priola
Donna Priola
 Donna Priola
Frank Priola
 Frank Priola

SECURED PARTY:
 BALTIMORE CIGARETTE SERVICE, INC.
 By Robert E. Carlucci, pres.
 (Company, if applicable)
 Robert E. Carlucci, President
 (Signature of Secured Party)

 Type or Print (Include title if Company)

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

Name and Address Zell Margolis, Esq. 200 E. Lexington Street
 Local Bldg. Form F-1 1313 Court Square Bldg., Baltimore, Md. 21202

1400
5600
5650

1986 JAN 30 11:10:34

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor (s) in favor of the Secured Party in the amount stated on the first page hereof and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property;

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used or consumed in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks, and all of Debtor's right, title and interest in and to the liquor license, all its renewals, continuations or extensions thereof issued in connection with the property located at 228 Main Street, Annapolis, Maryland 21401

(Marina's Express, Inc.).

All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtor(s).

200101

LIBER - 494 PAGE 222

FINANCING STATEMENT

COPY FOR FILING

Record in:

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal
Amount is \$ 50,000.00
- To Be Recorded in Land Records of _____

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

NAME	Street	City	State
1. Debtor(s)			
<u>Patron Communications of Maryland, Inc., 1811 George Avenue, Annapolis, Md. 21401</u>			

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

RECORD FEE 11.00
 RECORD TAX 350.00
 POSTAGE .50
 #13177 0777 802 109:28
 JAN 30 88

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

Check one or more boxes as applicable:

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

Title Owner of Real Estate: _____

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

Debtor(s) or Assignor(s)

Patron Communications of Maryland, Inc.

Secured Party: SUBURBAN BANK
 By: [Signature]
 Type Name Marc A. Tohir
 Title Vice President

By: [Signature]
Patrick Fox, PRESIDENT
[Signature]
John J. Lehner, TREASURER

Type or Print Name and Title of Each Signature

1100
330 00
50

Schedule 'A'

LIBER - 494 223

Ditch Witch 4010 Body #6B2124

A-450 Combo Attachment #2B1391

A420 Backhoe Body #1B0567

Trailer model #BWT-12 serial #7B1404

FINANCING STATEMENT

1. Name of Debtor(s): Warren L. Wood, CPA
Address: 155 Duke of Gloucester Street
Annapolis, MD 21401
Subject to recordation tax of \$ 19,000.00

2. Name of Secured Party: Annapolis Federal Savings and Loan Association
Consumer/Commercial Lending Department
Address: P.O. Box 751
Annapolis, MD 21404

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

- Computer Equipment
- Kaypro 286i Serial Number 283193
- Wyse Monitor Serial Number 6271
- Kaypro I/O Card Serial Number 1917
- Watson Modem Serial Number 52161
- Power Supply Datashield Serial Number 0985-300733
- Hewlett-Packard Laser Printer Software Serial Number 2424J96318
- SMART Serial Number AYI 103295-200
- P C Tax Partner Serial Number 5112102
- AMI Accounting Datawrite, Practice Management Serial Number 4815
- Monochrome Display Card Serial Number MGP511-5501

RECORDING FEE	11.00
RECORD TAX	133.00
POSTAGE	50
913178 0777 002 100:30	
JAN 30 86	

Debtor(s):

Warren L. Wood
Warren L. Wood, CPA

Secured Party:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By Paul R. O'Connell
(Authorized Signature)

Paul R. O'Connell, Assistant 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.)

1100
13300
50

1985 JAN 30 AM 10:34
RECORDING DIVISION

FINANCING STATEMENT (FORM DCC-1)

Identifying File No. 260193

LIBER - 494 PAGE 225

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

1. LESSEE:
TRIMED, INC.
2400 Crofton Boulevard
Crofton, MD 21114

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

3. ASSIGNEE (if any) OF LESSOR:
EQUITABLE BANK, N.A.
100 South Charles Street
Baltimore, MD 21201

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)
() If checked, see Schedule of Equipment attached to and made a part hereof.
2 - T300 Video Display Terminals, S/N J0004660 & J0036429
2 - 6000-0120 4-Port Serial I/O Expander Boards for Tiger ATS-16,
S/N B1195 & B0897
1 - (Used) Genicom P3404 Matrix Printer, S/N 8339-1-57600

RECORD FEE 11.00
POSTAGE .50
#13179 0777 102 109:31
JAN 30 1986

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

LESSEE:

LESSOR:

TRIMED, INC.
Name of Lessee
BY: [Signature] V.P.
Signature of Lessee
RONALD L. WARREN VICE PRESIDENT
Type or Print Name, include title

BUTLER AND COMPANY, INC.
Name of Lessor
BY: [Signature]
Signature of Lessor
DEBORAH STRAN, CREDIT MANAGER
Type or Print Name, include title

1986 JUN 30 AM 10:34
E. AUSTIN COLLISON
CLERK

TO THE FILING OFFICER: After this statement has been recorded please return to:
BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
Ellicott City, MD 21043

2128

1100
50

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
Annapolis, Maryland 21401

LIBER - 494 PAGE 226

260124

FINANCING STATEMENT

1. **Name of Debtor(s):** Eastern Computer Sales and Supply, Inc.
Address: 2083 West Street
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
813180 0777 R02 109:31
JAN 30 86

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

Daisy Printer Wang DW22/20 NY2109	Diskette Wang 2270-A GK 1815
Terminal Control Wang 2236MXD	Terminals Wang 2236DER
256K CPU Wang 8 HV9921	Cash Drawers M S Cash E0125KL
256K CPU Wang 2200MVP HV2582	Register Printer OKIDATA ML182A
Terminal Control Wang 2236MXD	300 FT Cables Wang
Telecommunication Wang 2227B	(2) Winchester Disk Wang 2275-10 ZD6624 and ZD6625
Disk Multiplexer Wang MUX	Terminal Control Wang 2236MXD
10MB Disk Drive Wang 2260CR GZ4092	Triple Control Wang 22C32
Cash Drawer Transactor EP125KL	(2) Memory Wang V256512 850901 and 850902
Terminal Wang 2336DE O11853	Cables Martech
Terminal Wang 2336DE LB4626	(2) Modem Racal/Vadic 212VA 537783 and 537782
Terminal Wang 2236DE KU8879	And all other paraphernalia
Terminal Wang 2236DE IU5444	(10) OKIDATA #182 Printers Serial Numbers
Terminal Wang 2236DE IU5364	411A002-1128 411A002-1122
Terminal Wang 2236DE KU9294	1120 0329
Register Printer OKIDARA M82 284828	0328 1119
Register Printer OKIDATA M82 317699	1121 1118
Register Printer OKIDATA M82 301728	0334 1125
Register Printer OKIDATA M82A 530180	(10) WANG 2236 DER Work Stations
Register Printer OKIDATA M82A 407148	Serial Numbers
Register Printer OKIDATA M82A 521802	MC 1578 MC 1270 IU3967
Register Printer OKIDATA M82A 530184	MC 1587 MC 3042 KU3363
Terminal Wang 2236DE ND3503	IU 6540 IU 8001
Terminal Wang 2236DE MD 4994	IU 3958 IU 3578

Debtor(s):
Eastern Computer Sales & Supply, Inc.

By: William D. Duncan
William D. Duncan, President

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

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.)

1986 JUN 30 AM 10:34
M.P.
COLLISON

Clerk of the Circuit Court
Anne Arundel County
P.O. Box 71
Annapolis, Maryland 21404

LIBER - 494 PAGE 227

ILD-141

File No. _____

Record Reference: Liber.....

Folio.....

TERMINATION STATEMENT

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

The undersigned Secured Party of Record presents the following Statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. The identifying file number, record reference and date of filing of the original Financing Statement to which this Termination Statement shall apply are:

File Number:.....254028.....;

Record Reference: Liber.....478..... Folio.....213.....;

Date of Filing:.....September 27, 1984.....

RECORD FEE 10.00
POSTAGE 50
315102 0777 R02 108:35
JAN 30 86

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

Name of Debtor

Address

Products Support, Inc.

8331 Bristol Court
Balto./Wash. Industrial Park
Jessup, Maryland 20794

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

THE CITIZENS NATIONAL BANK
390 Main Street
Laurel, Maryland 20707

The Secured Party of Record further certifies that it no longer claims a security interest under the above original Financing Statement or any continuation thereof.

WHEREFORE, the Secured Party of Record requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to note this Termination Statement in the index and to return this Termination Statement to the Debtor(s) at the foregoing address.

Secured Party of Record

1986 JUN 30 AM 10:34

E. AUBREY COLLISON

1000
50
Dated:.....December 16, 1985.....

THE CITIZENS NATIONAL BANK

Name of Secured Party

Marilyn F. Horton

Signature of Secured Party

Marilyn F. Horton

Assistant Vice President

Type or Print (Include Title if Company)

713-250

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 260106

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

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

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

RECORD FEE 12.00
POSTAGE 30
31.3183 0777 HQ2 109:41
JAN 30 86

1. DEBTOR

Name Robert A. Wayson and Audrey Wayson
Address Rt. 2, Box 2, Tracy's Landing, Maryland 20869

2. SECURED PARTY

Name First Maryland Leasecorp
Address 25 South Charles Street
Baltimore, Maryland 21201

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

3. Maturity date of obligation (if any) _____

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

The below described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing:

One (1) 1984 International school bus, Model 1723, s/n 1FVLMCEGMXEHA31317, with a 66 passenger Thomas school bus body.

H.R.W. - AW

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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
50

Robert A. Wayson Jr.
(Signature of Debtor)

Robert A. Wayson
Type or Print Above Name on Above Line

Audrey Wayson
(Signature of Debtor)

Audrey Wayson
Type or Print Above Signature on Above Line

First Maryland Leasecorp

William R. Brown
(Signature of Secured Party)

William R. Brown
Type or Print Above Signature on Above Line

1986 JAN 30 AM 10:34
L. COLLISON

260107

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name James R. Stevens

Address 316 Mill Swamp Road, Edgewater, MD 21037

2. SECURED PARTY

Name NEMLC Leasing Corporation, BNE Administrators, Inc. and 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 _____

RECORD FEE 11.00
POSTAGE
#13185 0777 R02 709:44
JAN 30 96

3. Maturity date of obligation (if any) _____

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

11/30

Filed with Clerk of Circuit Court, Anne Arundel County

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David Omechan VP
(Signature of Debtor)

BNE Administrators, Inc. under Power of Attorney from James R. Stevens
Type or Print Above Name on Above Line

(Signature of Debtor)

David Omechan VP
(Signature of Secured Party)

Type or Print Above Signature on Above Line

NEMLC Leasing Corporation, BNE Administrators, Inc.
Type or Print Above Signature on Above Line
and New England Merchants Funding Corporation

SCHEDULE A TO UCC-1 FINANCING STATEMENT
BETWEEN
JAMES R. STEVENS, AS DEBTOR
AND
NEMLC LEASING CORPORATION, BNE ADMINISTRATORS, INC.
AND NEW ENGLAND MERCHANTS FUNDING CORPORATION,
AS SECURED PARTIES

All of the Debtor's right, title, and interest in and to Pepsi-Cola General Bottlers, Inc. 1985 Equipment Trust No. 1-5, including, but not necessarily limited to, Debtor's beneficial ownership interest therein, all trusts distributions in respect of the beneficial ownership interests, whether in cash or property and including, without limitation, items of Equipment, and all income from and proceeds of such beneficial ownership interests or trust distributions.

BNE ADMINISTRATORS, INC.
under POWER OF ATTORNEY
from JAMES R. STEVENS,
Debtor

By: David Lamahan
Title: _____

NEMLC LEASING CORPORATION,
Secured Party

By: David Lamahan
Title: _____

BNE ADMINISTRATORS, INC.,
Secured Party

By: David Lamahan
Title: _____

NEW ENGLAND MERCHANTS FUNDING
CORPORATION, Secured Party

By: David Lamahan
Title: _____

FINANCING STATEMENT (UCC-1)

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$...60,000.00

1. Name of Debtor(s) (or Assignor): Piedmont Land Company
Address: 1916 Forest Drive
Annapolis, Maryland 21401

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

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

John Deere Wheel Loader, Model 644D,
Serial Number 510495

RECORD FEE 11.00
RECORD TAX 420.00
POSTAGE 50
#13186 0777 402 107:45
JAN 30 86

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):
Piedmont Land Company
James R. Hecht General Partner
JAMES R. HECHT, GENERAL PARTNER

Secured Party:
THE BANK OF BALTIMORE
By: *Lucy C. Campbell*
Lucy C. Campbell, 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
420.00
50

1986 JAN 30 AM 10:34
E. HARVEY COLLISON
CLERK

STATE OF MARYLAND

Anne Arundel County

LIBER - 494 PAGE 232

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 251969

RECORDED IN LIBER _____ FOLIO _____ ON 5/9/84 (DATE)

RECORD FEE 10.00
POSTAGE 50
\$1.5187 0777 R02 10:45
JAN 30 86

1. DEBTOR

Name CPT Corporation
Address 8100 Mitchel Road, Eden Prairie, MN 55344

2. SECURED PARTY

Name Citicorp Industrial Credit, Inc.
Address 470 Totten Pond Road, Waltham, MA 02154

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. 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>Termination</p>

MP
1986 JAN 30 PM 10:34
COLLISON

Dated 11/4/85

Citicorp Industrial Credit
By: Julie T Cooper
(Signature of Secured Party)
JULIE T COOPER
Type or Print Above Name on Above Line

STATE OF MARYLAND

Anne Arundel County

LIBER - 494 PAGE 233

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 16588

RECORDED IN LIBER _____ FOLIO _____ ON 5/9/84 (DATE)

RECEIVED
MAY 10 1984
777 R12A501-42

1. DEBTOR

Name CPT Corporation
Address 8100 Mitchel Road, Eden Prairie, MN 55344

2. SECURED PARTY

Name Citicorp Industrial Credit, Inc.
Address 470 Totten Pond Road, Waltham, MA 02154

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. 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>

1985 JUN 30 AM 10:34

Dated 11/4/85

Citi Corp Industrial Credit
By: Julie T Cooper
(Signature of Secured Party)
JULIE T COOPER

Type or Print Above Name on Above Line

260199

FINANCING STATEMENT

This Financing Statement, made this 3-1 day of Sept, 1985, is presented to a filing officer for filing, pursuant to the Uniform Commercial Code.

1. DEBTOR:

NAME: JOEL BURRIS, t/a BAY CITY KIRBY
ADDRESS: 1511 Ritchie Highway, Suite 101-B
Arnold, Maryland 21012

RECORD FEE 12.00
POSTAGE .50
913192 0777 R02 109:48
JAN 30 86

2. SECURED PARTY:

NAME: DAVID SPIGEL
ADDRESS: 2720 Woodcourt Road
Baltimore, Maryland 21209

3. PERSON TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE:

NAME: HARRY S. SHAPIRO, ESQUIRE
ADDRESS: 400 W. Pennsylvania Avenue
Towson, Maryland 21204

4. THIS FINANCING STATEMENT COVERS PRESENT, AND AFTER ACQUIRED, FURNITURE, FIXTURES, EQUIPMENT, GOODS, ACCOUNTS RECEIVABLE, CHOSSES IN ACTION AND THE PROCEEDS THEREOF.

David Spigel (SEAL)
DAVID SPIGEL

Joel Burris (SEAL)
JOEL BURRIS

1203
50

1986 JAN 30 AM 10:34
RECORDED & INDEXED
MARYLAND STATE ARCHIVES

To be filed with the Clerk of the County

LIBER - 494 PAGE 235
260290

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:
JTM Enterprises, Inc.
t/a Jerry's Sub Shop
U.S. Route 50 and St. Claire Road
Annapolis, Maryland 21403

RECORD FEE 12.00
RECORD TAX 1400.00
POSTAGE .50
#13210 C777 R02 110:02
JAN 30 86

2. NAME AND ADDRESS OF SECURED PARTY:
Allied Lending Corporation
1625 Eye Street, NW
Suite 603 Washington, DC 20006

3. This Financing Statement covers all:

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

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____

5. This transaction is , is not exempt from the recordation tax. Principal amount of the Debt is \$200,000.00

SECURED PARTY:

DEBTOR:

ALLIED LENDING CORPORATION

JTM Enterprises, Inc.

By: Scott Williford

By: James Morefield
James Morefield, President

AFTER RECORDATION RETURN TO: Allied Lending Corporation
Attn: Ruth Ann Grant
1625 Eye Street, NW, Suite 603
Washington, DC 20006

12.00
1400.00
50

1986 JAN 30 AM 10:35

To be filed with the Clerk of the County LIBER - 434 PAGE 226 2001

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

James T. Morefield
Jean W. Morefield
t/a Jerry's Sub Shop
U.S. Route 50 and St. Claire Road
Annapolis, Maryland 21403

2. NAME AND ADDRESS OF SECURED PARTY:

Allied Lending Corporation
1625 Eye Street, NW Suite 603, Washington, DC 20006

3. This Financing Statement covers all:

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

RECORD FEE 13.00
POSTAGE .50
#13211 C777 R02 110:03
JAN 30 86

1986 JUN 31 AM 10:35

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: _____

5. This transaction is , is not exempt from the recordation tax.
Principal amount of the Debt is \$ 200,000.00

SECURED PARTY:

DEBTOR:

ALLIED LENDING CORPORATION

James T. Morefield and Jean M refield
t/a Jerry's SUB Shop

By: [Signature]

By: [Signature]
James Morefield

By: [Signature]
Jean Morefield

AFTER RECORDATION RETURN TO:

Allied Lending Corporation
Attn: Ruth Ann Grant
1625 Eye Street, NW, Suite 603
Washington, DC 20006

13.00
100.00



FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, Circuit Court Anne Arundel County and Balto. County with the filing of a Deed of Trust dated

5. Debtor(s) Name(s) B L M, Inc. Address(es) 8025 Fort Smallwood Road
Baltimore, MD 21226

12-24-85

RECORD FEE 11.00
POSTAGE .50
#13221 0777 R02 T10:11
JSM 30 8/5

6. Secured Party Equitable Bank, National Association Address 100 S. Charles Street
Baltimore, MD 21201
Attention: Anita E. Sleater
Loan Documentnation

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 B L M, Inc.
BY: Betty Louise Mullinex, President (Seal) _____ (Seal)
Betty Louise Mullinex, President
Mullinex (Bm) (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.

1150

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

1985 JUN 30 AM 10:36

100 S. CHARLES ST. BALTIMORE, MD 21201

260203

STATE OF MARYLAND

LIBER - 494 PAGE 238

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 27 January 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Atika, Inc.
Address 12 Landings Court, Annapolis, MD 21403

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 debtor, and all proceeds (cash and non-cash) of such inventory, equipment, accounts and other rights to payment, and general intangibles.

RECORD FEE 11.00
POSTAGE .50
#23616 0040 R01 T10:39
JAN 30 1986

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ATIKA, INC.

Iris Goldfischer
(Signature of Debtor)

Iris Goldfischer, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BAY NATIONAL BANK

David Proctor
(Signature of Secured Party)

(Signature of Secured Party)

David Proctor, Loan Officer

Type or Print Above Signature on Above Line

dw
1986 JAN 30 AM 10:39
E. JUDGE COLLISON
CLERK

110

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 240613

RECORDED IN LIBER 444 FOLIO 276 ON December 1, 1981 (DATE)

1. DEBTOR

Name Arlo C. Pedersen and Ramona K. Pedersen

Address 1686 Albermarle Drive, Unit #38, Bldg 7, Crofton, Maryland 21114

2. SECURED PARTY

Name SECOND NATIONAL BUILDING & LOAN, INC.

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

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

3. Maturity date of obligation (if any)

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> <u>RECORDED 519</u> 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
202 110:29
JAN 30 86

1986 JAN 30 AM 11:51
CHECK FORM OF STATEMENT
MP

SECOND NATIONAL BUILDING & LOAN, INC.

Dated December 5, 1985

BY *William T. Hill*
(Signature of Secured Party)

William T. Hill Vice President
Type or Print Above Name on Above Line

10.00
28

260204

LIBER - 494 PAGE 240

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. \$ 25,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$175.00

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

1. DEBTOR

Name Glen Burnie Hauling, Inc.
Address 1760 West Drive, Pasadena, MD 21122

2. SECURED PARTY

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

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

RECORD FEE 17.00
RECORD TAX 175.00
POSTAGE 0.00
TOTAL 192.00
JAN 30 1988

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)
Glen Burnie Hauling, Inc.

Michael Gunther Pres.
(Signature of Debtor)

Michael Gunther, 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

17.00
175.00
60

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

LIBER - 494 PAGE 241

THIS MORTGAGE made the 16th day of January 1986 by and between

Glen Burnie Hauling, Inc. having its principal place of business at
1760 West Drive, Pasadena, MD 21122

"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 personal property and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

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

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

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

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

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

STATE OF _____ } SS
COUNTY OF _____ }
Michael A. Gunther being duly sworn, deposes and says

1. He is the President of Glen Burnie Hauling, 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____
Mill Goff
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) _____ 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 Glen Burnie Hauling, Inc. who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

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

NOTARY PUBLIC
(Notarial Seal)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated January 16, 19 86 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used GMC General Tandem Axle Tractor	1981	1GTS9E4J9BV594852
One (1)	Used Kenworth Conventional non-sleeper Tandem Tractor	1980	183527
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.		

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

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: _____

Purchaser, Mortgagor or Lessee:

Glen Burnie Hauling, Inc.

By: Mill H. H. Pro.

A.A. C.

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

Roll No. 446 Page No. 168
241279 Dated Jan. 27, 1982
Identification No. _____

1. Debtor(s) Martin J. and Irene T. Radtka
Name or Names—Print or Type
760 Poplar Drive, Crownsville, MD 21032
Address—Street No., City - County State Zip Code

2. Secured Party Equitable Bank, N.A.
Name or Names—Print or Type
100 South Charles St. Baltimore, MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

10.00
50
POSTAGE
110275 0345 102 111:03
JAN 30 86

MP
1986 JAN 30 PM 11:53
E. J. COLLISON
C. E. B.

Dated: January 9, 1986
Equitable Bank, N.A.
Name of Secured Party
[Signature]
Signature of Secured Party
C.L. Carr Assistant Vice President
Type or Print (Include Title if Company)

A.A. County

1050

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 433 Page No. 127
Identification No. 236237 Dated Jan. 12, 1981

1. Debtor(s) { The Tidewater Hardwood Lumber Company
Name or Names—Print or Type Harman, A.A. County, MD 21077
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank, N.A.
Name or Names—Print or Type
Address—Street No., City - County State Zip Code
100 South Charles St. Baltimore, MD 21201

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 FEE 10.00
413276 0345 P02 JUL 10 1986
DOW 30 86

Dated: January 9th 1986

Equitable Bank, N.A.
Name of Secured Party

Signature of Secured Party
C. L. Carr Assistant Vice President
Type or Print (Include Title if Company)

MP
1986 JAN 30 AM 11:53

219 54 4576
1/14 21
Anne Arundel

Buyer's (Debtor's) Name (Last name first) CLARK EMIL H. JR	Purchaser's Mailing Address 1752 BARGERS RD. GAMBRILLS, MD	Zip Code 21054
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name CECIL E. JACKSON INC.	General Address R.D. #1 MEYERSDALE, PA 15552	Zip Code
BUYER'S SOC SEC NO (First Signer) 219-54-4576		

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No
1	N	JD	340	TRAILFIRE SNOWMOBILE w/ BACKREST AND CROSS COUNTRY WINDSHIELD	J340FL191039M

RECORDING FEE 11.00
RECEIVED
413070 C345 NOV 11 1985
JAN 30 86

**FINANCING STATEMENT
FOR FILING**

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

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

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

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**
POB 4949
SYRACUSE, NY 13221

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

Mail to: **John Deere Company**
P.O. Box 535 X 4949
Syracuse, N.Y. 13207 13221

ANNE ARUNDEL, MD.

Debtor resides in ANNE ARUNDEL, MD (County) Note dated and signed 1/14/86 (Date) Debtor's Telephone No. 301-721-0219

x Emil H. Clark, Jr.
(Debtor's Signature) Emil H. Clark, Jr.

(Debtor's Signature)

CECIL E. JACKSON INC
(Seller's Name) Cecil E. Jackson, Inc.
Cecil E. Jackson, Pres
Seller's (Secured Party) Signature Cecil E. Jackson, pres.

(Do not write below this line)

11.00
82



LIBER - 494 PAGE 247

260206

R

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

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>Recep Erol, M.D. 617 Rivendell Court Severna Park, Maryland 21146</p>	<p>2 Secured Party(ies) and address(es)</p> <p>Interbank Leasing Corporation P.O. Box 2281 Littleton, CO 80122</p>	<p>3 Maturity date (if any)</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
---	--	---

4 This financing statement covers the following types (or items) of property: Equipment described in detail in Security Agreement # 4024, dated 12/26/85 consisting of (1) Medtronic IMC Autoscan, SN 1211, (1) Medtronic IMC Holter II Recorder, together with all accessions, attachments and appurtenances thereto and substitutions and replacements therefore and all casualty insurance policies thereon, including any renewals or subsequent agreements of the same equipment by and between the Debtor and Secured Party. DEBTOR IS NOT AUTHORIZED TO SELL, TRANSFER OR OTHERWISE CONVEY ANY OF THE FOREGOING COLLATERAL. Equipment Location: 325 Hospital Drive, #~~107~~ Glen Burnie, MD 21061
Clerk of the Circuit Court *104*

5 ASSIGNEE OF SECURED PARTY

6 Complete only when filing with Judge of Probate:
The initial indebtedness secured by the financing statement is \$ _____

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 NOT SUBJECT TO RECORDATION TAX

RECEP EROL, M.D.
By: *[Signature]* Signature(s) of Debtor(s)

By: *[Signature]* Signature of Secured Party

(STANDARD)
FILED BY FILING OFFICER COPY - ALPHABETICAL

RECORD FEE 11.00
POSTAGE .50
#1079 0345 R02 11:06
JAN 30 86

1986 JAN 30 AM 11:53

CHARLES COLLISON
CLERK

11.4

STATE OF MARYLAND

Financing Statement (Form UCC-1)

Identifying File No. 260207

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

1. LESSEE: DOWN INCORPORATED
786 ELKRIDGE LANDING ROAD
Linthicum, Maryland 21090

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

RECORD FEE 11.00
POSTAGE 50
913290 0345 R02 111107
JAN 30 86

3. ASSIGNEE (if any) OF LESSOR:

EQUITABLE BANK, N.A.
100 South Calvert Street
Baltimore, MD 21201

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

NEW SHARP SF 8200 Copier, SERIAL NUMBER 56702500
NEW SHARP SF 82AB CABINET

MP
1985 JAN 30 11:53

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

LESSEE:

LESSOR:

DOWN INCORPORATED
Name of Lessee

BUTLER AND COMPANY, INC.
Name of Lessor

BY: Frank Finlayson
Signature of Lessee

BY: Deborah Stran
Signature of Lessor

FRANK FINLAYSON, Controller
Type or Print Name, include title

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

TO THE FILING OFFICER: After this statement has been recorded please return to:
BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
Ellicott City, MD 21043



STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244553
RECORDED IN LIBER 454 FOLIO 547 ON 10/6/82 (DATE)

1. DEBTOR

Name Harry Brown's Restaurant
Address 66 State Cir., Annapolis, MD 21401

2. SECURED PARTY

Name L-J Leasing Company
Address 600 Reisterstown Road
P.O. Box 21472
Balto., Md. 21208
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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

RECORD FEE 10.00
POSTAGE 50
313288 345 R02 11:14
JAN 30 86

Dated 1/9/86

F. Jed

(Signature of Secured Party)
F. Jed

Type or Print Above Name on Above Line

10.00
d

*Arthur
C. Bachman*

UNIFORM COMMERCIAL CODE

Washington Law Reporter Form 1000
1625 Eye St., N.W., Washington, D.C. 20006

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

Bachman, Richard C. 1804 Saunders Way, Glen Burnie, Maryland 21061
Patterson, Nora, Lee

Name of Secured Party or assignee

No.

Street

City

State

Griffith Consumers Company 2510 Schuster Drive, Cheverly, Md 20781

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

Installed one (1) new Bernham RSH 112 Boiler Burner Unit and piped to existing supply and return lines. Includes insulated jacket, new energy saving flame retention oil burner, circulating pump, new coil, primary operating and limit control, new expansion tank & new thermostat.

RECORD FEE 12.00
POSTAGE 1.50
313890 0345 FOR T11-15
JAN 30 '86

RECORDED
75:1110 DC 101906
JAN 30 11:54

RETURN TO:

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

CHECK THE LINES WHICH APPLY

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

Debtor(s) or assignor(s)

Richard C. Bachman
RICHARD C. BACHMAN
Nora Lee Patterson
Richard C. Bachman
Nora Lee Patterson

(Type or print name under signature)

Griffith Consumers Company (Seal)
(Corporate, Trade or Firm Name)

Laurena M. McKinnis
Signature of Secured Party or Assignee
Treasurer

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

1200
50

12
50
450

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 Cunningham Excavating, Inc.
Address P. O. Box 1073, Crownsville, MD 21032

2. SECURED PARTY

Name Furnival Machinery Company
Address 2240 Bethlehem Pike, Rt. 309, Hatfield, PA 19440

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)

Cunningham Excavating, Inc.

James Cunningham
(Signature of Debtor)

James Cunningham, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Furnival Machinery Company

J P Wreath SECY TREAS
(Signature of Secured Party)

J P WREATH, Sec/Treas.
Type or Print Above Signature on Above Line

1986 JAN 30 AM 11:54

122
L

494 251-A

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 January 15, 1986, as Seller/Lessor/Mortgagee between Furnival Machinery Company and Cunningham Excavating, Inc., P. O. Box 1073, Crownsville, MD 21032 (Name) (Address)

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 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. 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 \$ 33,156.60 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 15th day of JANUARY, 19 86
Furnival Machinery Company (SEAL)
(Seller/Lessor/Mortgagee)

By J D Worth SESY TRENS

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

CONDITIONAL SALE CONTRACT NOTE

TO: Furnival Machinery Company FROM: Cunningham Excavating, Inc.
2240 Bethlehem Pike, Rt. 309, Hatfield, PA 19440 P. O. Box 1073, Crownsville, MD 21032

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) Kamatsu Crawler Dozer, Model D31A-17, S/N 32702
*except that there shall be no payment made during the months of February and March of the years 1986, 1987, and 1988
**See Schedule "A" attached hereto and made a part hereof for Payment Schedule.

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$ 33,156.60; (2) Less DOWN PAYMENT IN CASH \$ -0-; (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-; (4) CONTRACT PRICE (Time Balance) \$ 33,156.60

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: Crownsville, MD 21032

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 Thirty three thousand one hundred fifty six and 60/100***** Dollars (\$ 33,156.60)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 monthly installments, commencing on the 14th day of April, 1986, and continuing on the same date each month thereafter until paid* the first ** installments each being in the amount of \$ ** and the final installment being in the amount of \$ **

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense, to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, reconcount claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind 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: JANUARY 15 19 86
Accepted: Furnival Machinery Company (SEAL)
By: J P Wrenth SECY TREAS (Witness as to Buyer's and Co-Maker's Signature)

BUYER(S)-MAKERS(S):
Cunningham Excavating, Inc. (SEAL)
By: James Cunningham (SEAL) (Print Name of Co-Buyer-Maker Here)

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 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 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 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
 _____ (Witness) By: _____ (Signature: Title of Officer, "Partner" or "Prom")

LIBER - 494 PAGE 254

260311

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 12/30/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Carpet-All, Inc.
Address 6731 Richie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Alban Lift Truck, Inc.
Address 2945 Whittington Avenue, Baltimore, MD 21230

Leasing Service Corporation, P. O. Box 1680, Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

RECORD FEE 17.00
POSTAGE
JAN 30 1986

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:

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

CHECK THE LINES WHICH APPLY

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Carpet-All, Inc.

L. E. Larrimore
(Signature of Debtor)

Francis E. Larrimore, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Alban Lift Truck, Inc.

Mark N. Welsh
(Signature of Secured Party)

Mark N. Welsh, Financial Sales Manager
Type or Print Above Signature on Above Line

13.02

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth,

the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated December 30, 1985

between Alban Lift Truck, Inc. (Name) _____, as Seller/Lessor/Mortgagee,
and Carpet-All, Inc., 6731 Richie Highway, Glen Burnie, MD 21061 (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 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. 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 \$ 23,142.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30th day of December, 19 85
Alban Lift Truck, Inc. (Seal)

By: [Signature] (Seller/Lessor/Mortgagee)

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

EQUIPMENT LEASE AGREEMENT

LESSOR: Alban Lift Truck, Inc.
2945 Whittington Avenue
Baltimore, MD 21230

LESSEE: Carpet-All, Inc.
6731 Richie Highway
Glen Burnie, MD 21061

On the 30th day of Dec, 1985, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term, at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks)
One (1) Mitsubishi Lift Truck, Model FBRW15, S/N 13141157

Table with financial details: TOTAL RENT \$24,360.00, ADVANCE RENT Paid Herewith \$1,218.00, BALANCE OF RENT \$23,142.00. Includes purchase and renewal options.

** Purchase option available \$1.00

Equipment to be located at: 6731 Richie Highway, Glen Burnie, MD 21061

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.

17th day of February, 1986, and continuing on the same date of each month thereafter until paid; the first 56 installments shall each be in the amount of \$ 406.00, plus any applicable sales tax, and the final installment shall be in the amount of \$ 406.00, plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint.

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 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 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.

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.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE. LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Alban Lift Truck, Inc. (SEAL)
By: [Signature] (Signature and Title of Authorized Officer, Partner or Individual)
Attest: [Signature] Secretary

Carpet-All, Inc. (SEAL)
By: [Signature] (Signature and Title of Authorized Officer, Partner or Individual)
Attest: [Signature] Secretary

This instrument was prepared by
3 CREDIT ALLIANCE CORPORATION
ADDRESS:

FINANCING STATEMENT ORIGINAL - FOR FILING

494-2514

INITIAL
HERE

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 and carry away same 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 Lessor and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court located within the State of New York regarding any matter arising hereunder. No failure on the part of Lessee to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any part of the rent herein reserved or any other sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named and said person, individually, together with the party named shall be jointly and severally liable for the balance of rent hereunder. Lessor may, in its sole discretion apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any obligations of Lessee presently existing or otherwise.

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

This contract contains the entire agreement of the parties and may not be modified except in writing. Any provisions hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

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) _____(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, New York, or either of them, as Lessor's true and lawful attorney-in-fact and agent for Lessor and in Lessor's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, 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 relating to all paper sold to it and agrees that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time payment, and compromise claims with, the Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor waives presentment and demand for payment, protest and notice of protest as to any note or notes endorsed or hereafter to be endorsed by Lessor, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by the Lessee in any proceedings under any present or future provisions of law.

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

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment has been executed and delivered to Assignee pursuant to and in furtherance of existing agreement, if any, between Lessor and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Lessor so as to induce Assignee to accept this assignment.

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

LIBER - 494 PAGE 257

LIBER - 494 PAGE 258

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

Book _____ Page No. 408
Ref No. 481 Dated December 31, 1984
Identification No. _____

1. Debtor(s) { REGENCY CLUB LIMITED PARTNERSHIP
Name or Names—Print or Type
204 E. Joppa Road, Towson, Maryland 21204
Address—Street No., City - County State Zip Code

2. Secured Party { THE ARUNDEL CORPORATION
Name or Names—Print or Type
110 West Road, Baltimore, Maryland 21204
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

RECORD FEE 10.00
POSTAGE .50
#23768 0055 R01 11442
JAN 30 86

Dated: January 23, 1986
By: David P. Scheffenacker
Signature of Secured Party
David P. Scheffenacker
Type or Print (Include Title if Company)
Senior Vice President
Real Estate Division

Lucas Bros. Form T-1

100
SD

MONUMENTAL TITLE CORPORATION
MONUMENTAL TITLE BUILDING
SEVERNA PARK, MARYLAND 21146

Anne Arundel County

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

LIBER - 494 PAGE 260
Identifying File No. 260210

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 349,768.74

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

This financing statement Dated December 16, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

B & C Land Clearing Company, Inc.
Phelps Brothers Land Clearing, Inc.
Phelps Brothers Equipment Rental, Inc.

Name

Address P.O. Box 66, Odenton, MD. 21113

RECORD FEE 13.00
RECORD TAX 2446.50
POSTAGE .50
#13405 0777 R02 708:54
JAN 31 86

2. SECURED PARTY

Name ITT Industrial Credit Company

Address 1035 Boyce Road, Suite 107
Pittsburgh, PA. 15241

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

3. Maturity date of obligation (if any)

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

See Schedule 'A' Attached

Together with all parts, accessories, attachments, substitutions, repairs, improvements, or replacements, and any and all rights thereunder and proceeds and products thereof, including insurance proceeds.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

1300
2446.50
50

Richard W. Beatty (Pres)
(Signature of Debtor)

Richard W. Beatty

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Stephen M. Baron
(Signature of Secured Party)

Stephen M. Baron

Stephen M. Baron

Type or Print Above Signature on Above Line

1985 JAN 31 AM 10:15
RECEIVED
1985

494 260-A

SCHEDULE 'A'

This schedule is attached to and made a part of the Security Agreement Lease Agreement dated December 16, 1985, between the undersigned. (Check appropriate box.)

Table with 4 columns: QUANTITY, DESCRIPTION OF EQUIPMENT, YEAR & MODEL, SERIAL NO. Includes items like Caterpillar 977L Traxcavators, Caterpillar 955L Crawler Loader, and various trailers.

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

Secured Party or Lessor ITT Industrial Credit Company (L.S.) (Signature if individual; typed name if other than individual)

By [Signature] (L.S.) (Signature and title if not individual)

B & C Land Clearing Company, Inc. Phelps Brothers Land Clearing, Inc. Phelps Brothers Equipment Rental, Inc. Debtor or Lessee (L.S.) (Signature if individual; typed name if other than individual)

By [Signature] (L.S.) (Signature and title if not individual) Richard Wayne Beatty, President

By [Signature] (L.S.) (Signature and title if not individual) Richard Wayne Beatty, President

260211

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated January 1, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John Cory

Address RD #2, Box 99, Maple Shade Road, Christiana, Pennsylvania 17509

2. SECURED PARTY

Name Kerr Company

Address 153 Mayo Road, Edgewater, Maryland 21037

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

3. Maturity date of obligation (if any) April 1, 1990

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

1985 Ford Taurus
Serial Number 1FABP29U5GAL03169

RECORD FEE 11.00
POSTAGE 50
#13407 0777 RD2 T08:55
JAN 31 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)
John Cory
Type or Print Above Name on Above Line

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

KERR COMPANY
By: William D. Kerr
(Signature of Secured Party)
William D. Kerr, President
Type or Print Above Signature on Above Line

1100
50

RA CO.
200212

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

RECORDATION TAX
\$594 x 7.00 = \$413.00
FINANCING STMT 11.50
TOTAL PAID \$424.50

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 58,887.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

 Commerce Distributors, Inc.
 (Name)
 700 Evelyn Avenue
 (Address)
 Linthicum, Md. 21098

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

Attn: Thomas B. Freeze, Loan Executive
 (Name of Loan Officer)
 25 S. Charles Street
 (Address)
 Baltimore, Md. 21203

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

RECORD FEE 11.00
 RECORD TAX 409.50
 POSTAGE 50
 813422 4777 802 109:08
 JAN 31 86

all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures, (whether or not attached to real property), supplies and other personal property of Borrower other than inventory, including any leasehold interests therein (plus all replacement parts and annexations thereto), and any maintenance agreements applicable thereto, herein called "Equipment" and specifically including but not limited to that which is described below and in any schedule at any time delivered by Borrower to Bank.

1-Clark forklift mod. C500Y40, s/n Y355-1143-5506; 3-Ge P5F732 MPI Transmitter/receivers, s/n 4433845, 4433846, 4433751; 1-Clark forklift mod. GCS20C, s/n G138MC-0005-5518; 1-Microfilm reader/printer s/n 90906383

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

Record Owner, if different from the Debtor: _____

3. Products of the collateral are also specifically covered.

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

DEBTOR (OR ASSIGNOR)

 (Seal)

 (Seal)
 (Signature)
 Richard Lessans, Vice President
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

 (Seal)

 (Seal)
 (Signature)
 Thomas B. Freeze, Loan Executive
 (Print or Type Name)

1100
409.50
50

260213

LIBER - 494 PAGE 263 FINANCING STATEMENT

SOVRAN BANK N.A.

PRINT OR TYPE ALL INFORMATION

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

STATE CORPORATION COMMISSION
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF Anne Arundel)
Clerk of Circuit Court
Annapolis, MD 21401

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

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

Severn Companies, Inc.,
410 Severn Ave., Suite 404
Annapolis, Maryland 21403

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

RECORD FEE 11.00
POSTAGE 50
JAN 31 1986

Name & address of Secured Party

Sovran Bank, N.A.
801 North Glebe Road
Arlington, VA 22203

Name & address of Assignee
~~Sovran Bank, N.A.
801 North Glebe Road
Arlington, Virginia 22203~~

Date of maturity if less than five years

Proceeds of collateral are covered yes
Products of collateral are covered

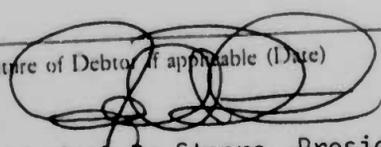
Description of collateral covered by original financing statement

See Attached Schedule A.

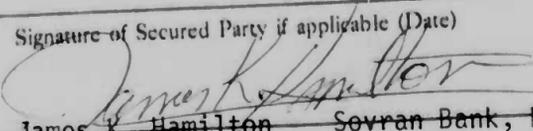
Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:
1130

Signature of Debtor, if applicable (Date)

X 
Jack R. Steere, President

Signature of Secured Party if applicable (Date)


James K. Hamilton Sovran Bank, N.A.

NB12-0109
R 24-0113 (4/84)

White-Original • Canary-Acknowledgement Copy • Pink-Bank Copy

-- Schedule A

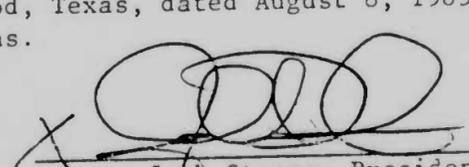
494. 263-A

<u>Description</u>	<u>Make</u>	<u>Number of</u>
ECP1000 NTSC decoder model: 38-800319-60 and remote control	Electrohome	1
VS6-56 6 high brightness curved screen model: 38-800002-61	Electrohome	1
SL-1000 screen legs for VS6666 model: 38-00403-66	Electrohome	1
ECP1000 ceiling mount model: 38-00203-66	Electrohome	1
ECP1000 cart model: 38-800202-66	Electrohome	1
CC-56 BNC to BNC 25 st. cables	Electrohome	3
#883-91 FF, 12 platter disk pack, 300 Mbytes ea.	CDC	40
750CA-AE, includes 11/750 4MB MOS memory, computer interconnect link, VMS license, 2 computer interconnects, star coupler, HSC50-AA disk server, and HSC5X-BA drive controller	DEC	1

and all increases, substitutions, replacements, additions, and accessions thereto,
and all proceeds of the foregoing of every type, including cash and non-cash proceeds.

Equipment is located at: Fort Gordon, Georgia

b) Each and every account, receivable, contract right, lease, chattel paper,
and other rights of the debtor to the payment of money, of every nature, type
and description, whether now owing to the debtor or hereafter arising, and all
monies and other proceeds (cash or non-cash), including returned goods now or
hereafter to grow thereon, whether now owned or hereafter acquired, including
without limitation, the following: United States Army Contract #DABT62-85-C-1316,
RADO Contracting Activity West, Fort Hood, Texas, dated August 8, 1985 including
all amendment, modifications, and additions.



Jack Steere, President

260211

LIBER - 494 PAGE 264

 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) Laibson, George and Cohen, Kenneth J. 355 South Drive Severna Park, MD 21146 Anne Arundel County	Secured Party Name and Address John C. Louis Company, Inc. 1805 Cherry Hill Road Baltimore, MD 21203	
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small>		
One (1) New Clark Melroe 743 Bobcat Loader, S/N 25559 One (1) New Clark 909 Backhoe, S/N 2962 One (1) New Beck EL19 Trailer, S/N P2287 Equipment May Be Located at: 12820 ^{ELUN} Cambridge Drive Silver Spring, MD 20906 (Montgomery County)		
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>George Laibson and Kenneth Cohen</u> Secured Party <u>John C. Louis Company, Inc.</u> By <u>George Laibson</u> Title <u>Partner</u> By <u>Kenneth J. Cohen</u> Title <u>Partner</u> By <u>W. Davison</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>George Laibson & Kenneth Cohen</u> <u>W. Davison</u> <small>Type or print name(s) of person(s) signing</small> <small>Type or print name of person signing</small>		

RECORD FEE 12.00
 POSTAGE .50
 #13449 0777 002 109:31
 JAN 31 86

1986 JAN 31 AM 10:16

COLLISON

LIBER - 494 PAGE 265 STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

Identifying File No. 200215

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

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

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

This financing statement Dated 1-22-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Alva F. Pantall
Address 4309 Pennbrook Ct Annapolis, Md 21407

2. SECURED PARTY
XXXXXXXXXXXXXXXXXXXX

ASSIGNEE:
KUBOTA CREDIT CORPORATION, USA
SOUTHEAST DIVISION

SECURED PARTY:
Baldwin Service
41 Defense Hwy
Annapolis, Md 21401

Name _____
Address 4444 SHACKLEFORD RD.
NORCROSS, GEORGIA 30093

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

3. Maturity date of obligation (if any) _____

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

RECORD FEE 11.00
POSTAGE 2.00
77.3453 0777 R02 T09:39
JAN 31 86

- 1- Kubota Tractor Model G5200 S/N 31194
- 1- Kubota Mower Model RC48G S/N 14484
- 1- Kubota Blade Model G2000 S/N 452

CHECK THE LINES WHICH APPLY

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

Alva P. Pantall
(Signature of Debtor)
Alva P. Pantall
Type or Print Above Name on Above Line

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

Baldwin Service Center, Inc.
Ilse H. Fink
(Signature of Secured Party)
Ilse H. Fink, Corp. Sec.
Type or Print Above Signature on Above Line

MP
1986 JAN 31 AM 10:16
REGISTERED MAIL
F. B. JONES

FINANCING STATEMENT

260216

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

- 1. Name of Debtor(s) (or Assignor) and address:
St. Paul Computer Center
300 Hospital Drive, Suite 27
Glen Burnie, Maryland 21061
- 2. Name of Secured Party and address:
Worldwide Leasing Corporation
102 Daleview Court
Timonium, Maryland 21093
- 3. Name of Assignee and address:
Equitable Bank, National Association
100 S. Charles Street
Baltimore, Maryland 21201

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

- IBM XTK1 Drive- Serial #62086675160
- AMDEK 600 Color Monitor- Serial #015175
- IBM PC-XT- Serial #42006592
- IBM Page Printer- Serial #3502441

RECORD FEE 11.00
 RECORD TAX 31.50
 POSTAGE 50
 41 1988 0777 R02 T09:43
 JAN 31 86

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

- The underlying secured transaction is not subject to recordation tax
- The underlying secured transaction is subject to recordation tax on ~~the principal amount~~ of \$4,740.00
annual rental cost
- (If collateral is *crops*—describe real estate and give name of record owner. Execute additional Financing Statements to file in each county involved)
The above-described crops are growing or to be grown on:
- (If Collateral is goods which are or are to become *fixtures*—describe real estate; include name of record owner, house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of this page)
The above-described goods are affixed or to be affixed to:

- (If *proceeds* of collateral are covered). Proceeds of the collateral are also covered.
- (If *products* of collateral are covered). Products of the Collateral are also covered.

Debtor(s): St. Paul Computer Center, Inc.

Secured Party:

By: Frederick P. Levinsky, President

Worldwide Leasing Corporation

By: Frederick Levinsky, President
(Authorized Signature)

(Type Name and Title)

By: Robert Lewis, Secretary

Dated: _____, 19_____

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

(Mr. Clerk: Return to address shown in 2 above.)

Form 682

11 00
31 50
50

1988 JAN 31 AM 10:17

E. ADAMS COLLISON
CLERK

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 350949

RECORDED IN LIBER 470 FOLIO 573 ON Feb. 17, 1984 (DATE)

1. DEBTOR

Name Chesapeake Savings & Loan Association of Annapolis
Address 2068 Summerville Road, Baltimore, Maryland 21404

2. SECURED PARTY

Name Maryland National Bank -- Real Estate and Mortgage Banking Dept.
Address 10 Light Street, Baltimore, Maryland 21202

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
813471 0777 102 110:06
JAN 31 86

Dated November 27, 1985

Maureen Konschnik
(Signature of Secured Party)

Maureen Konschnik for Maryland
Type or Print Above Name on Above Line
National Bank

RETURN FORM TO:

Chase Bank of Maryland (successor to Chesapeake S & L)
P.O. Box 708
Annapolis, Maryland 21404

Attn: B. J. Lorenz

STATE OF MARYLAND

Clerk of Circuit Court of Anne Arundel County

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254835

RECORDED IN LIBER 480 FOLIO 237 ON 12/5/84 (DATE)

1. DEBTOR

Name Concrete Placing Services of Md., Inc.

Address 708 Crain Highway, N. W. Glen Burnie, Md. 21061

RECORD FEE 10.00
JAN 31 86

2. SECURED PARTY

Name Catherine T. Brown

Address 2310 Mayfield Avenue, Baltimore, Md. 21213

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

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: See Below</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>Partial release of Item #7-1976 Case P104 Concrete Pump S/N 905240 and Item #8-1972 Case P336 Turbo Placer S/N 904779 of Schedule A attached to financing statement</p>	
	<p>1090</p>	

RECORDED
JAN 31 1986

Dated _____

Catherine T. Brown
(Signature of Secured Party)

Catherine T. Brown
Type or Print Above Name on Above Line

LIBER - 494 PAGE 270

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 251146 Dated 24th, February, 1984
Record Reference Liber 471 Page 273

2. DEBTOR is:

Name: Emory W. Burchett and Patty Gale Burchett
(Last Name First)

RECORD FEE 10.00
POSTAGE 50
#13477 C777 R02 T10:11
JAN 31 86

Address: 8405 Lockwood Road, Pasadena, Maryland 21122

3 SECURED PARTY is:

Name: The Bank of Glen Burnie

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

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

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

SECURED PARTY:

THE BANK OF GLEN BURNIE

Dated December 23, 1985

By: *Alfreda E. Archer*
Alfreda E. Archer (Title)
Loan Department Supervisor

MP
1985 JAN 31 08:10:17
RECEIVED
FEBRUARY 1986

RECORD FEE 12.00
POSTAGE .50
#13479 DT77 R02 T10:12
JAN 31 86

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. _____ Dated December 11, 1978

Record Reference Liber 3162, page 317, Land Records of Anne Arundel Co., Md.

2. DEBTOR is:

Name: American Property Investors VI
(Last Name First)

Address: 295 Madison Avenue, New York, New York 10017

3. SECURED PARTY is:

Name: The Equitable Life Assurance Society of the United States

Address: 1285 Avenue of the Americas, New York, New York 10019

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

BCO-101859
CHICAGO TITLE INSURANCE COMPANY
105 West Chesapeake Avenue
Towson, Maryland 21204
301/321-0900

SECURED PARTY:
THE EQUITABLE LIFE ASSURANCE SOCIETY
OF THE UNITED STATES

Date: December 13, 19 85

By: Robert L. Blakeman
ROBERT L. BLAKEMAN (Title)
ASSISTANT SECRETARY

UCC-7

12/13/85

MP
1985 JAN 31 AM 10:17
COLLISON

F12 52

LIBER - 494 PAGE 272

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. 260213

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

1. LESSEE:
STAG TRAILER SUPPLY OF MARYLAND, INC.
7270 Park Circle Drive
Dorsey, MD 21076

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

RECORDING FEE 11.00
POSTAGE 50
013486 0345 R02 110:31
JAN 31 86

3. ASSIGNEE (if any) OF LESSOR:

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)
() If checked, see Schedule of Equipment attached to and made a part hereof.

TELPLUS IV 824/1648 ELECTRONIC KEY TELEPHONE SYSTEM, Including:

- 1 Key Service Unit and Power Supply (16 lines, 48 stations)
- 4 4-Channel Central Office Line Cards
- 3 4-Channel Station Cards
- 8 16-Button Electronic Telephone Sets (Desk/Wall) without Display
- 1 Talk Back Paging Amplifier
- 2 8" Page and Talk Back Horn Speakers

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

LESSEE:

LESSOR:

STAG TRAILER SUPPLY
OF MARYLAND, INC.

BUTLER AND COMPANY, INC.

Name of Lessee

Name of Lessor

BY: ✓

Signature of Lessee

BY: ✓

Signature of Lessor

✓

STANLEY SUNSHINE VP
Type or Print Name, include title

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

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

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

2128

[Handwritten mark]

[Handwritten mark]

1986 JAN 31 AM 11:16
COLLISON

260210

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

1 Debtor(s) (Last Name First) and Address(es) Annapolis Pipeline, Inc. 4828 Polling House Road Harwood, MD 20776	2 Secured Party(ies) and Address(es) Elliott and Frantz Inc. 1400 Cherry Hill Road Baltimore, MD 21225	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
--	--	--

4 This financing statement covers the following types (or items) of property:
 One Dynapac Model CA12D Roller SN/262
 One Dynapac Model CA12PDB Roller SN/298517
 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES,
 REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF

NOT SUBJECT TO RECORDATION TAX

5 Assignee(s) of Secured Party and Address(es)
 Associates Commercial Corporation
 1604 Santa Rosa Rd., Suite 137
 Richmond, VA 23288

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

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

Filed with: Anne Arundel Co., MD

Annapolis Pipeline, Inc. Elliott and Frantz Inc.

By: [Signature] By: [Signature]

Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical 603469 Rev. 12-80

RECORD FEE 11.00
 POSTAGE .50
 313489 0345 102 110:52
 JAN 31 86

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1986 JAN 31 AM 11:17
 E. AUBREY COLLISON
 CLERK

11-50

260220

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)

TRAPP JR, ELWOOD G. DBA
TRAPP TRUCKING
627 N HAMMOND FERRY RD
LINTHICUM, MD 21090

2 Secured Party(ies) and Address(es)

ASSOCIATES COMMERCIAL CORP
9602A GEORGE PALMER HWY
LANHAM, MARYLAND 20706

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:

1984 Western Star Model 49642 SN 2WMPZCZZ7EK910492 with 1978
14' J & J Steel Dump Body SN 56793
1981 International Model 1654 SN 1HTAA1856BHA22800 with a
10' Heil SN 017497
1980 Freightliner Model FLC12064T SN CB413HP181499 with a 14 1/2'
R & S SN S38791

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

RECORD FEE 13.00
POSTAGE 50
913002 0345 R02 110:55
JAN 31 86

DOCUMENT NOT SUBJECT TO RECORDATION TAX-SECURITY AGREEMENT
SIGNED BY DEBTOR.
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected.

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

Filed with: ANNE ARUNDEL COUNTY

ELWOOD G. TRAPP JR

By: *Elwood Trapp Jr*
Signature(s) of Debtor(s)

Filing Officer Copy-Alphabetical

ASSOCIATES COMMERCIAL CORPORATION

By: *Jeh Royal*
Signature(s) of Secured Party(ies)

603469 Rev. 12-80

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JAN 31 AM 11:17

E. AUBREY COLLISON
CLERK

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to 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 AMPERSAND GRAPHICS
Address P.O. BOX 1285, GLEN BURNIE, MD. 21061

2. SECURED PARTY

Name COMPUGRAPHIC CORPORATION
Address 200 Ballardvale Street Wilmington, MA 01887

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

3. Maturity date of obligation (if any) _____

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

System PV/ 8400 and related items as more fully set forth on lease dated 11/19/85 by and between AmperSand Graphics

RECORDING FEE 11.00
POSTAGE 1.50
JAN 31 1986

and Compugraphic Corporation. This filing is being made in the event that contrary to the Party's understanding and intent, the lease of the described system is held to be a secured transaction under the uniform commercial code. This filing is made in accordance with Article 9, Section 408.

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)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:17
E. AUBREY COLLISON
CLERK

Elaine G. Floyd
(Signature of Debtor)

ELAINE G. FLOYD
Type or Print Above Name on Above Line

Sharon A. Pope
(Signature of Debtor)

SHARON A. POPE
Type or Print Above Signature on Above Line

COMPUGRAPHIC CORPORATION

(Signature of Secured Party)

Joe Arruda
Type or Print Above Signature on Above Line

11-2
L

J-SS/MS
11/30/82
9/6/83
1/4/85
4/3/85
1/16/85

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

MEL PETTY t/a CMN, INC.

1. Debtor(s):

Name or Names—Print or Type
1 Mansion Road N. Linthicum, Maryland 21090
Address—Street No., City - County State Zip Code

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

2. Secured Party:

Arundel Property Investors Limited Partnership
Name or Names—Print or Type Commercentre East B, Suite 270
1777 Reisterstown Rd. Baltimore Maryland 21208
Address—Street No., City - County State Zip Code

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

All inventory, fixtures and equipment in Store #330 Jumpers Mall, Anne Arundel County, Maryland also known as 8121 Jumpers Mall, Ritchie Highway, Pasadena, Maryland 21122.

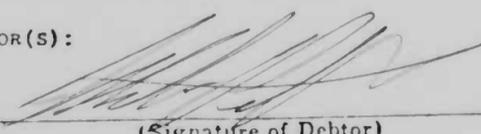
4. If above described personal property is to be affixed to real property, describe real property. Some of the above described personal property may be affixed to the above described store which is part of the real property shown on a plat entitled "Second Revision of Jumpers - the Mall & More" recorded in the land records of Anne Arundel County, Maryland at 3776/72-1.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):



(Signature of Debtor)

Mel Petty

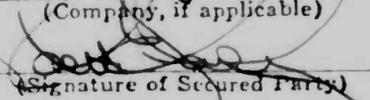
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

ARUNDEL PROPERTY INVESTORS LIMITED PARTNERSHIP (LANDLORD)
BY: CHURCHVILLE EQUITIES LIMITED PARTNERSHIP (ITS GENERAL PARTNER)
(Company, if applicable)



(Signature of Secured Party)

By: Robert E. Statkiewicz, General Partner
Type or Print

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

TSC MANAGEMENT COMPANY, INC. - Commercentre East B, Suite 270
1777 Reisterstown Rd.
Baltimore, MD 21208

1986 JAN 31 AM 11:17
E. AUGHEY CLERK

12.00
50
NOV 27 11:01
JAN 31 86

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 246911

RECORDED IN LIBER 460 FOLIO 499 ON 4/14/83 (DATE)

1. DEBTOR

Name O'Brien, Robert
Address 246 Bayard Road, Lothiam, MD

2. SECURED PARTY

Name John Deere Co.
Address PO Box 4949, Syracuse, NY 13221

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

3. Maturity date of obligation (if any)

RECORD FEE 10.00
POSTAGE 50
013819 0345 R02 TTT:06
JAN 31 86

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: Termination. Includes checkboxes and descriptive text for each option.

1986 JAN 31 AM 11:18
AUBREY COLLISON
CLERK

John Deere Co.

Dated January 27, 1986

Handwritten signature of R.W. Edwards

R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

SECURITY AGREEMENT

(AND FINANCING STATEMENT)

LIBER - 494 PAGE 278

Identifying File No. 216-44-9157-0

Am. # 144

760223

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

If transaction or transactions wholly or partially subject to tax, indicate amount of taxable debt here. \$ 1,404.00

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 Commercial Code.

A. DEBTOR

Name Karl Dungan
Address 532 Elizabeth Lane, Glen Burnie, Md. 21061

Name _____
Address _____

B. SECURED PARTY

Credit Union Name Park Federal Credit Union

Credit Union Address 6101 Fern Valley Rd. Lousville, Ky 40228

1. CREATION OF SECURITY INTEREST:

Debtor hereby grants to secured party a security interest in the collateral described in paragraph 2 to secure the payment of the obligations of the debtor to secured party under paragraph 3. Debtor also grants to the secured party a security interest in any accessories and equipment which shall hereafter be attached to said collateral and shall become a part of said collateral, and a security interest therein shall vest in the secured party, together with all additions and accessions thereto and proceeds thereof.

2. COLLATERAL:

The collateral of this security agreement is property of the following description:

a) Motor Vehicle

Make of Car _____ Serial Number _____
Year of Car _____ Body Type _____ New or Used _____

b) Other

1 VCR #6011B MODEL SERIAL # 6L2579330
1 GE CAMCORDER #ICUM#5080E MODEL SERIAL # 6V3R50785

3. DEBTOR'S OBLIGATIONS:

Debtor shall pay to secured party the sum or sums evidenced by the promissory note or notes executed pursuant to this security agreement in accordance with the terms of the note or notes, incorporated herein by reference. This agreement is subject to and includes the additional provisions set forth on the reverse side hereof, the same being incorporated herein by reference. The word "herein" as used in this agreement shall refer to and include the provisions of both sides hereof.

This financing statement is intended to serve as a financing statement not only for the transaction herein described, but also for any other transaction involving the collateral herein as may be entered into between the parties within five years from the date of this financing statement.

IN WITNESS WHEREOF the Debtor and the Credit Union have caused this Agreement to be signed

and sealed on this 6th day of December, 19 85

Karl Dungan (Signature of Debtor) (Seal) Park Federal Credit Union

(Type or Print Above Signature on Above Line)

Jane A. Affelt (Signature of Debtor) (Seal)

(Type or Print Above Signature on Above Line)

1100
1450

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE 50
#13520 0345 R02 11:07
JAN 31 86

1986 JAN 31 AM 11:38
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. 249086

RECORDED IN LIBER 466 FOLIO 46 ON 9/21/83 (DATE)

1. DEBTOR

Name Robinson, William L.
Address 4446 Indigo Lane, Harwood, MD 20776

2. SECURED PARTY

Name John Deere Co.
Address PO Box 4949, Syracuse, NY 13221

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

3. Maturity date of obligation (if any)

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: Termination. Includes checkboxes and descriptive text for each option.

RECORD FEE 10.00
POSTAGE 50
JAN 31 1986

CHECK FORM OF STATEMENT

3 AUGREY COLLISON
CLERK

1986 JAN 31 AM 11:18

RECEIVED FOR RECORD
HARRIS COUNTY

MP

John Deere Co.

Dated January 24, 1986

Handwritten signature of R.W. Edwards

R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

102

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249790
RECORDED IN LIBER 467 FOLIO 461 ON 249790 (DATE)

1. DEBTOR

Name Hayslett, Milton, M.
Address 821 Manhattan Beach Road, Severna Park, MD 21146

2. SECURED PARTY

Name John Deere Co.
Address PO Box 4949, Syracuse, NY 13221

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

3. Maturity date of obligation (if any)

<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>

CHECK FORM OF STATEMENT
 1986 JAN 31 AM 11:18
 AUDREY BOLLISON
 CLERK

REC'D
 CLERK
 JAN 31 1986
 COUNTY

RECORD FEE 10.00
 POSTAGE .50
 #13522 0345 R02 711:08
 JAN 31 86

John Deere Co.

Dated January 24, 1986

R.W. Edwards
(Signature of Secured Party)

R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

10-20

FINANCING STATEMENT FORM UC 21

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 1/8/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CARLSON, Gilman R. & Mary N.

Address 1913 Dulany Place, Annapolis, MD 21403

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)

1983 31'4" Cape Dory fiberglass hull #CPDM0005M83E
1983 25HP Universal diesel engine #410702

ASSIGNEE:
SOCIETY FOR SAVINGS
1290 Silas Deane Highway
Wethersfield, CT 06109

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 utilized or to be utilized or to be utilized to: (describe real estate)

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

Gilman R. Carlson
(Signature of Debtor)

Gilman R. Carlson
Type or Print Above Name on Above Line

Mary N. Carlson
(Signature of Debtor)

Mary N. Carlson
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
#13523 1345 R02 11:09
JAN 31 86

RECEIVED
ANNAPOLIS COUNTY
1986 JAN 31 AM 11:18
E. AUBREY COLLISON
CLERK

12/1
Anne Arundel
1-27-86

LIBER - 494 PAGE 282

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) Johnston, John H. 428 Kentucky Avenue S.E. Washington, D.C. 20003 69-024-6697-7	2. Secured Party(ies) and address(es) Midlantic National Bank 2 Broad St. Bloomfield, N.J. 07003	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #13524 0345 102 11:10 JAN 31 86
4. This statement refers to original Financing Statement bearing File No. <u>Liber 460 Page 346</u> Filed with <u>Anne Arundel Cnty.</u> Date Filed <u>4/11/83</u> 19 <u>83</u>		

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

No. of additional Sheets presented: _____

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

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

MIDLANTIC NATIONAL BANK
ASST. V.P.

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY
1986 JAN 31 AM 11:18
E. AUBREY COLLISON
CLERK

P 8 HC 1

LIBER - 494 PAGE 283

260225

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

1 Debtor(s) (Last Name First) and address(es) Annapolis Mall Motel Limited Partnership DBA/Ramada Inn 173 Jennifer Road Annapolis, Maryland 21401	2 Secured Party(ies) and address(es) Leasing Systems, Inc. 1413 K Street, N.W. Suite 1200 Washington, D.C. 20005	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: See Schedule "A" attached hereto and made part hereof. "NOT SUBJECT TO RECORDATION TAXES" #15377		5. Assignee(s) of Secured Party and Address(es) RECORDED FEE 19.00 113525 6345 102 111:11 JAN 31 86 SECURITY NATIONAL BANK 2000 M Street, N.W. Washington, D.C. 20036
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with:
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
By: <u>Lester S. [Signature]</u> General Partner (1) Filing Officer Copy-Alphabetical	By: <u>Lee E. [Signature]</u> Secured Party Resident (For Use In Most States)	

STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 JAN 31 AM 11:19
E. AUBREY COLLISON
CLERK



LEASING SYSTEMS INC.

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

SCHEDULE "A"

LEASE NUMBER: 15377

LIBER - 494 PAGE 284

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE DATE: 12/30/85

<u>QTY.</u>	<u>DESCRIPTION</u>
2	Executive Desk, Dark oak, #HO-1820 DOK
1	5 Drawer Lateral File 36" #MT LF-5LH PUT
4	Taupe Ceramic Containers 16"
6	Taupe Ceramic Containers 18"
4	Orange Ceramic Container 12"
2	Brass Containers
4	Cork Tile
6	Cork Tile
3	Cork Tile
5	Extensions Cords
4	UP Lamps
4	Grow Bulbs
2	Cork Tiles
6	Brass Hanging Baskets
1	60 yds. of terra Cotta
1	16" stationary rodding (9003)
1	96" stationary rodding (9003)
1	72" Architrac Baton draw rodding (94004)
1	30-60" Superfine Traverse rods
1	48-86" Superfine Traverse rods (3085)
1	Flameproof Black outlining
1	Sheer Fabric
1	1981 Ford Truck #1FTEF25E9BNA74818
3	308 Cart
3	285 Pot
10	110 Fry Pan
12	M14 Pan
6	M16 Pan
24	M22 Pan
6	M24 Pan
6	M26 Pan
12	M12 Pan
1	1M313 Stone
1	K Pancake Dispenser
3	Dozen ABl Knife
5	Dozen 20l Pourer
25	Case #8009508 Goblet
1	K0798S Moritz 5 Lite
4	K0798S Moritz 3 Lite
75	Water Pitcher


Initials

LESSEE: Annapolis Mall Motel Limited Partnership

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LEASE NUMBER: 15377

LEASE DATE: 12/30/85

LIBER - 494 PAGE 285

<u>QTY.</u>	<u>DESCRIPTION</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
8	Case #8009516 Wine	6	K2333 Alum Fry Pan 14"
8	Case #8009524 Wine	2	K2710 Edlund Can Opener Model 1
24	Dozen #80000564 Sherbert	1	K5810 Steak Platter 11x7 5/8"
18	Case 3711/T2932 Goblet	36	K7862 White Paneled Coffee Butl
18	Case 3764/T2928 Wine		
17	Case 3777/T2946 Champagne		
2	Case 3702 Brandy		
5	Case 3715 Poco Grande		
2	362 Mirror Tray		
1	377 Mirror Tray		
1	361 Mirror Tray		
1	Dozen 7716CL Tray		
15	Case 8495 Flute		
9	Dozen #8009532 Sherry		
72	#3029519 Carafe		
2	#3029501 Carafe		
60	9011057 Vase		
40	Dozen 3018553 Ashtray		
8	8009284 Bowl		
4	Dozen 8000523 Bowl		
1	Dozen 1255 Clam Shell		
30	Dozen 741 Ramekin		
10	Dozen 739 Pot Pie		
8	Dozen 745 Shirred Egg		
30	M66 Pan		
12	2004 Pan		
6	ST1268 Adapter Bar		
20	JTH-Special Square Head Brass #SC9RH		
1	#0001-00 Custom Gill Manufacturing, 1 Lot of Shelves		
12	#Adapt12 75000 Adaptor Bar 12"		
12	#Adapt 20 75010 Adaptor Bar 20"		
10	#Rack 6200 Rack Glass		
4	Bar Mix #936 Blender Single Spindle		
3	Malt C #48070 Cup-Malt 34 oz/#16		
3	5 1/2 Kloss Novaheam Protectors		
3	Draper Targa Screens (Auto Remote)		
1	Sony SL HF 300 Beta Hi-Fi Recorder/Player		
1	Video Switches		
1	Misc. Wires, Connectors, Cable & Supplies		
1	Remote Relay Pack for club lighting		
4	K8133 S/S Inset 7 1/4 Qt.		
4	K8134 S/S Inset 11Qt.		
6	2E7245 Wast Well Dolly		
100	S0100 Dinner Knife Sets		
9	F9204 24x60 Super Erecta Shelf		
5	F9213 18x48 Super erecta Shelf		

Handwritten mark

LESSEE: Annapolis Mall Motel Ltd. PAGE THREE

Partnership DBA/Ramada Inn

LEASE #: 15377

PAGE 286
499

- 14 #8937 Pure Brass Spice Jar Lamp Height 25"
- 7 #8938 Hand Shaped and Incised pure brass urn Lamp Height 27"
- 3 #173/Z4 Ceramic Color: Rasberry Lamp Height 29"
- 1 146 Yds. Porto Bello #AC-61509, Mauve #28 54" x 9" Horizontal x 8 1/2" Vertical
- 7 Sofabeds 84" overall width with Queen #AC-61509, Mauve #28
- 7 Large Tub Chairs, 30", #AC-61509, Mauve #28
- 3 Small tub Chairs, 27", Grayson, Pattern Formosa, Color Mauve
- 1 700 Yds. Matinee Compote, 24", 27" vertical
- 4 Posters, Dimson D023 Winter, D24 Spring D25 Summer, D26 Autumn/Bruce McGraw
- 18 Marden Chair #34-29W, Upholster in Com in Maharem #M400101 Nlyn. Cranberry
- 2 Habitat Credenzas #25034 29" x 90", Omaha, #18 Gray
- 1 Intrex Table "twenty niners" #87329, Color #18 Gray 84"x48" opens to 120"x48"
- 1 170 yds. Pattern "Witchita", Color, Beige, 48"
- 6 Tempest Folding Tables, 1700 Series, #7FAIP, 48"x84"
- 3 #1300 Series Tables, with fized lages #3AACP top, 18" x 84"
- 4 #6181 Chinoiserie Gardne Stools Finish: White Ceramic
- 1 61 yds. Kravet Fabric Pattern #2446, Color #777, 48"
- 9 Coverlets Style #200
- 9 Dust Ruffles, Style #601
- 1 285 yds. Grayson Fabric Pattern: Formosa Mauve, 54" x 24 1/2"
- 48 #4860 Action bAck STacking Chairs, in grade 8 Fabric Pattern, "Quincy", #003Rose
- 1 130 yds. Wolf Gordon-"Canberra Wool, Beige #CB5842K, Width 54"W
- 6 222 Base Plate-Painted Brown Wrk
- 6 230 Base Plate Painted Brown Wrk
- 6 22230 Base Plate Painted brn wrk
- 1 97 yds. formosa Mauve
- 3 #3040 Oktagonos 36x48"
- 1 18yd. #40010109 Nylon Branble/09 Cranberry
- 2 #74215-V Venetian Cylinder 6 1/2"x13"
- 8 Frame #200K 6" sq 8oz. muslin
- 1 120yd. Royalax 8000 franch lace, 1326/928 Flannel Grey, 12'x90', RL12465
- 1 64yd. Solid #928/Flannel Grey, 12'x48' Cut 1360
- 1 143yd. #024649, Topeka Cameo
- 7 MT30 12L Black Bamboo table Bases w/o Glass. Mark for: Living Room Suites #2,3,4,5,&6
- 6 MT9064L-011 Prasat Barstools in Dark Tobacco finish with solod brass foot ring. Upholstered COM as advised, Mark for: Living Room Suites #4,5&6.
- 24 MT4020L-011 Host Chairs in DARK Tobacco finish and loose seat cushion upholstered COM as advised.
- 4 MT4016L-011 Prasat Game chair in dark tobacco finish and loose seat cusion upholstered as advised COM. Mark all chairs for living Room Suites #2,3,4, 5,\$6
- 1 #A132603, AN-1005, Empress of India Bonbay Beige 6910
- 1 E2924 Chrome Frame 3 shelf cart
- 37 F22 Tray Chic Folding Tray Stand
- 2 H640 Frontier Soup Kettle
- 1 J2050 Lettuce Crisper 32 Gal. White

LESSEE: Annapolis Mall Motel Limited Partnership
DBA/Ramada Inn

LESSOR: LEASING SYSTEMS, INC

BY: [Signature]

BY: [Signature]

TITLE: General Partner

TITLE: President

DATE: 12/30/85

DATE: 12/30/85

FINANCING STATEMENT FORM UCC-1

Identifying File No. 860220

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

1986 JAN 31 AM 11:19
E. ADERNEY COLLISON
CLERK

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

1. DEBTOR

Name Systems Leasing Corporation
Address 2141 E. Highland, Suite 138, Phoenix, Arizona 85016

RECORD FEE 11.00
#21405 0040 R01 H3424
JAN 9 86

2. SECURED PARTY

Name Shawmut Bank of Boston
Address One Federal Street, Boston, Massachusetts 02110

RECORD FEE 11.00
#13527 0345 R02 J11:13
JAN 31 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)

Sperry Univac Computer Equipment as described in Schedule A attached hereto and made a part hereof, and all monies due and to become due debtor under Schedule 15 to a Master Lease Agreement for Computer Equipment dated September 1, 1982 covering said property between debtor and Westinghouse Electric Corporation and all of debtor's rights under said lease.

Not subject to recordation tax

Equipment Location: Defense and Space Center, Ft. Meade Road BWI 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)

David A. Hepburn, Pres.
(Signature of Debtor)

Systems Leasing Corporation
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Thomas H. Dodge, Vice President

(Signature of Secured Party)

Shawmut Bank of Boston
Type or Print Above Signature on Above Line

SCHEDULE A

MANUFACTURER: Sperry
 Items of Equipment

LIBER - 494 PAGE 288

NEW/ USED	Model/ Features	Location	Serial Number	Date of Acceptance
NEW	5057-93	BALTIMORE, MD	6573	9/1/85
NEW	F2994-00	BALTIMORE, MD	6562	9/1/85
NEW	8480-97	BALTIMORE, MD	2914, 2918	9/1/85
NEW	F2718-02	BALTIMORE, MD	2914-01, 2918-01	9/1/85
NEW	K3351-00	BALTIMORE, MD	1724	9/1/85
NEW	F3117-02	BALTIMORE, MD	888	9/1/85
NEW	F3118-00	BALTIMORE, MD	1512	9/1/85
NEW	F3118-01	BALTIMORE, MD	1453	9/1/85

FINANCING STATEMENT

260227

1. Name of Debtor: D. G. & G. PROPERTIES
 Address: 58 Coachway
 Annapolis, Maryland 21401

2. Name of Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION
 Address: Annapolis Mall Office
 56 Defense Highway
 Annapolis, Maryland 21401
 Attn: Bonnie B. Edwards
 Assistant Vice President

RECORD FEE 11.00
 POSTAGE .50
 #23851 0231 801 110402
 JAN 11 86

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 a Deed of Trust dated January 15, 1986, from Debtor to Bonnie B. Edwards and William E. Eyring, Jr., Trustees, which Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the 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 Deed of Trust, including but not limited to, all rights to insurance and condemnation proceeds.

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1986 JAN 31 AM 11:21

E. AUBREY COLLISON 1 of 2
 CLERK

MP
 11.00
 2

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:

D. G. & G. PROPERTIES

By: Dale A. Hall (SEAL)
Dale A. Hall, General Partner

By: Glen E. Hall (SEAL)
Glen E. Hall, General Partner

By: Gary B. Hall (SEAL)
Gary B. Hall, General Partner

DATED: January 15, 1986

(Mr. Clerk: Return to Natalie Klaum
Legal Assistant
Miles & Stockbridge
10 Light Street, Suite 1900
Baltimore, Maryland 21202

PLEASE RECORD WITH: State Department of Assessments and Taxation
Anne Arundel County Land Records
Anne Arundel County Financing Statement Records

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

December 23, 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. 11ber 396 Pg 373 in Office of Clerk of Ct-Anne Arundel County
(Filing Office) (County and State)

Debtor or Debtors (name and Address):

Norman B. and Debra A. Mahar
8031 Oakridge 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.

Household Finance Corporation, III
Secured Party

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

HOUSEHOLD FINANCE CORPORATION
FREE STATE PLAZA
1515 ANNAPOLIS ROAD
BOWIE, MARYLAND 20715

Form 91 MD (3-79)

RECEIVED FOR RECORD
CLERK OF COURT, ANNE ARUNDEL COUNTY
1986 JAN 31 AM 11:36
E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE 50
MAY 31 1986

10.8p

ANNE ARUNDEL COUNTY

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

LIBER = 494 PAGE 292 Identifying File No. 260223

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

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

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

This financing statement Dated 12/20/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cachette, Inc.

Address 415 Ginn Lane, Pasadena, MD 21122

2. SECURED PARTY

Name Lambros Laundries, Inc.

Address 15525 Carroll Road, Monkton, MD 21111

John R. Wise, Esquire, 334 St. Paul Place, Baltimore, MD 21202

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

3. Maturity date of obligation (if any) N/A

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

(SUBJECT TO RECORDATION TAX ON A DEBT IN THE PRINCIPAL AMOUNT OF \$68,250.00, WHICH HAS BEEN PAID TO THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION.)

RECORD FEE 11.00 POSTAGE .50 #13531 0040 R02 11:32 JAN 31 86

1986 JAN 31 AM 11:36 E. AUBREY COLLISON CLERK

RECEIVED FOR RECORD COURT HOUSE ANNE ARUNDEL COUNTY

CHECK THE LINES WHICH APPLY

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

XX (Products of collateral are also covered)

CACHETTE, INC.

By: [Signature] (Signature of Debtor)

Bette M. Jamarik, President (Type or Print Above Name on Above Line)

(Signature of Debtor)

Type or Print Above Signature on Above Line

LAMBROS LAUNDRIES, INC

By: [Signature] (Signature of Secured Party)

Constantine N. Lambros, President (Type or Print Above Signature on Above Line)

The following assets used by Debtor in its laundromat businesses located at 1005-07 E. Patapsco Avenue, 2938 O'Donnell Street, and 2642 Monument Street, Baltimore City, Maryland:

(a) Furniture and Equipment. All of Debtor's furniture, equipment, and supplies (including all present and future additions, attachments, accessions, substitutions, and replacements), used in or related to the Debtor's laundromat businesses, and all proceeds thereof in any form whatsoever;

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

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

CACHETTE, INC.

BY:

Bette M. Jymark (SEAL)
Bette M. Jymark, President

8650-2

LIBER - 494 PAGE 294

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

January 14, 1986

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. 8409966 in Office of Anne Hundel Co. Mo.
(Filing Officer)

Debtor or Debtors (name and Address):
LIBER 445 WOLF DEN
Paul B. + Jacqueline Kurson
611 Stewart Avenue
Olan Bunde Mo. 21061

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

By [Signature] Secured Party
Its Branch Office Manager

RECORD FEE 10.00
POSTAGE 50
813532 0040 R02 111433
JAN 31 86

Form 91 MD (3-79)

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CIRCUIT COURT T.A.A. COUNTY

1986 JAN 31 AM 11:36
E. AUBREY COLLISON
CLERK

1986

E. AUBREY COLLISON
CLERK

1986 JAN 31 AM 11:36

RECEIVED FOR RECORD
CINCINNATI COUNTY

LIBER - 494 PAGE 295 84993-B

me

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

11/4 1986

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. 2424639 in Office of *Kassimole AA Co Md* (County and State)
Debtor or Debtors (name and Address):
Joseph M. + Carolyn Brewell
4405 Colonial Knoll
Chen Burre Md. 21001

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

By *[Signature]* Secured Party
Its Branch Office Manager

Form 91 MD (3-79)

RECORD FEE 10.00
POSTAGE .50
#13533 0040 1002 711:33
JAN 31 86

1986

81819

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

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

Description of FINANCING STATEMENT hereby terminated:

File No. 242690 In Office of Kerrin Mace (Filing Officer) AK Co. Mo. (County and State)
1001 452 Park 319
Debtor or Debtors (Name and Address): Myron W. + Diana L. Jackson
205 Dietens St.
Glendale, MO 64201

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

By [Signature] Secured Party
Its Branch Office Manager

Form 91 MD (3-79)

RECORD FEE 10.00
POSTAGE 50
JAN 31 11:34 AM '86

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CIRCUIT COURT, M.A. COUNTY
1986 JAN 31 AM 11:36
E. AUBREY COLLISON
CLERK

10.00

260229

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

No. of Additional Sheets Presented:

3. Maturity Date (Optional):

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

2. Secured Party(ies)

Address(es) And Name(s):

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

BILL LOVING BOBCAT AND DOZER RENTAL INC.
1066 Loving Road
Severn, Maryland 21144

JOHN C. LOUIS COMPANY, INC.
1805 Cherry Hill Road
P.O. Box 86
Baltimore, Maryland 21203

REPORT FEE 11.00
POSTAGE .50
#13536 0040 R02 11:35
JAN 31 86

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 Model M743, Serial Number 23716, with Flotation Tires and Cab Enclosure.

5. Assignee(s) of Secured Party, Address(es):
Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

PLEASE NOTE: THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX!!

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.

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

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

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

8. Signatures: BILL LOVING BOBCAT AND DOZER RENTAL INC.

JOHN C. LOUIS COMPANY, INC.

By John W. Loving
John W. Loving, Pres.

Debtor(s) [or Assignor(2)]

By W. Davison
Secured Party(ies) [or Assignee(s)]

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

(2) Filing Officer Copy - Alphabetical

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

W. Davison, President

FORM UCC 1

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CIRCUIT COURT, A.A. COUNTY

1986 JAN 31 AM 11:36

E. AUBREY COLLISON
CLERK

LIBER - 494 PAGE 298

260230

RECORD FEE 11.00
POSTAGE .50
#23923 0037 R01 113104
JAN 31 86



4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented:
1 Debtor(s) (Last Name First) and addresses: Barcelona Trading Company 326 First Street Suite 18 Annapolis, MD 21403 Div of BTC Inc	2 Secured Party(ies) and address(es): Jon E. Phillips PO Box 3245 Annapolis, MD 21403	3 For Filing Officer (Date, Time, Number, and Filing Office):

7. This financing statement covers the following types (or items) of property
 IBM computer, Seequa Computer, Printers Modems, and other related hardware.
 Computer software and all related manuals
 Office Furnishings & Equipment - Desks, Files, Answermachines, Phone System & other related equipment.
 1986 Ford Van
 VHF Radios, Cellular Telephone Systems
 Inventory
 Accounts Receivable
 Books & other Printed material

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)

Jon E Phillips Pres.
.....
Jon E Phillips, President
.....
Signature(s) of Debtor (Or Assignor)

Jon E Phillips
.....
Jon E Phillips
.....
Signature(s) of Secured Party (Or Assignee)

Filing Officer Copy - Alphabetical
STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Rev. Jan. 1980

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

11.00
.50

MP
RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JAN 31 PM 1:04

E. AUBREY COLLISON
CLERK

260231

FINANCING STATEMENT

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

1. Name of Debtor(s): Business Marketing, Inc.
Address: 130 Holiday Court
Suite 100
Annapolis, Maryland 21401

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910



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

- 1. All accounts receivable

RECORD FEE 12.00
POSTAGE .50
813556 C345 R02 T13-46
JAN 31 86

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): Business Marketing, Inc.
Earl C. Channell Pres.
Earl C. Channell

Secured Party:
1st AMERICAN BANK OF MARYLAND
By: *[Signature]*
Dennis L. Ortiz Assistant Vice-Pres.
(Type Name and Title)

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

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

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1986 JAN 31 PM 1:52
E. AUBREY COLLISON
CLERK

Ro

FINANCING STATEMENT

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX

- 1. Name of Debtor: J. B. C. INC.
Address: P. O. Box 493
Annapolis, Maryland 21404
- 2. Name of Secured Party: ADMIRAL-BUILDERS SAVINGS AND
LOAN ASSOCIATION
Address: 1746-48 York Road
Ridgely Plaza Shopping Center
Lutherville, Maryland 21093

RECORD FEE 11.00
POSTAGE 50
#13550 CITY R02 T13:50

- 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 January 27th, 1986 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 Lots No. 3 and 4 as shown on the Plat entitled "Rubert Manor, Section A", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 24, folio 15.

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

3. All contract rights in respect of any and all leases executed by the Debtor, as Lessor, of any part or parcel of the described land and the improvements thereon located, whether said contract rights are in existence or hereafter created and the proceeds thereof.

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

Debtor:	Secured Party:
J. B. C. INC.	ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION
BY: <u>William B. Carraway</u> William B. Carraway, President	BY: <u>William M. Levy</u> William M. Levy

E. AUBREY COLLISON
CLERK

1986 JAN 31 PM 2:07

RECORDING DIVISION
ANNE ARUNDEL COUNTY

KARL M. LEVY
WILLIAM M. LEVY
ATTORNEYS
FIDELITY BUILDING
210 N. CHARLES ST.
BALTIMORE, MD. 21201

~~PLEASE RECORD IN THE FINANCING STATEMENT RECORDS AND WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~

THE LOMAS & NETTLETON COMPANY

FINANCING STATEMENT

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

DEBTOR: BUEHLER, Christian J. & Judith S.

PROPERTY ADDRESS: 2900 South Lake Drive
Davidsonville, Maryland 21035

SECURED PARTY: The Lomas & Nettleton Company, its successors and assigns, 175
Orange Street, New Haven, Connecticut 06510.

MATURITY DATE OF OBLIGATION: February 1, 2016

THIS FINANCING STATEMENT COVERS THE FOLLOWING ITEMS OF PROPERTY:
Range/Oven, Disposal, Dishwasher, Fan/Hood,

RECORD FEE 12.00
POSTAGE .50
#23866 D055 R01 T14:53
JAN 31 86

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 January 20, 1986, from CHRISTIAN J BUEHLER & JUDITH S BUEHLER to The Lomas & Nettleton Company which has been recorded among the land records of Anne Arundel County Maryland.

SECURED PARTY:

THE LOMAS & NETTLETON COMPANY

BY: [Signature]

DEBTORS:

[Signature: Christian J. Buehler]

[Signature: Judith S. Buehler]

12.00
50

RECEIVED BY RECORDS
CLERK JAN 31 1986 PM 3:06
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$8,500.00...

1. Name of Debtor(s): Peabody and Moore, Inc.
Address: 144 Lafayette Avenue AND 540 Green River Court
Annapolis, MD 21401 Annapolis, MD 21401

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND
Address: ~~8000 Green River Court~~ 209 Main Street
~~3100 Spinnaker Court~~ Annapolis, MD 21401

3. This Financing Statement covers the following types (or items) of property:
One used, 1985 Alpha Numeric International Personal Computer XT, Serial #592777.
Two new, 1986 Alpha Numeric International Personal Computer XTs, Serial #'s 860024 and 860025.
One used, 1985 Hewlett Packard LaserJet Printer, Serial #242402737.

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

RECORD FEE 11.00
RECORD TAX 58.50
POSTAGE .50
#23984 0040 R01 T15:20
JAN 31 86

(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): Peabody and Moore, Inc.
By: *Albert L. Peabody*
Albert L. Peabody, President

Secured Party:
1st AMERICAN BANK OF MARYLAND
By: *David E. Klein*
David E. Klein, Senior 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)

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CIRCUIT COURT, A.A. COUNTY

1986 JAN 31 PM 3:18

E. AUBREY COLLISON
CLERK

1100
57.50

MP

Uniform Commercial Code — FINANCING STATEMENT — Form UCC-1

LIBER - 494 PAGE 305

IMPORTANT — Read instructions on back before filling out form

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

200257

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COURT HOUSE, BALTIMORE
FEB 23 1986 AM 9:27
E. AUBREY COLLISON
CLERK

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) Noel, Robert H., MD Noel, Nancy W. 388 Magothy Road Severna Park, MD 21146	2. Secured Party(ies) and address(es) Ft. Lauderdale Hotel & Marina Limited Partnership c/o TA Associates Realty 45 Milk Street Boston, MA 02109 *	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE 1.00 424018 0055 BAL 1986 FEB 1 1986

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

All of the debtor's rights and interests in and to Ft. Lauderdale Hotel & Marina Limited Partnership and any successor partnership and all of the debtor's rights and interests under the Partnership Agreement, as it may be amended from time to time, the net profits and net losses of the partnership, any distribution of any nature whatsoever by the partnership and proceeds of any of the above.

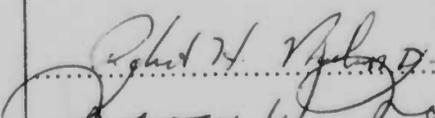
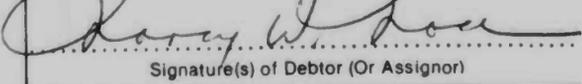
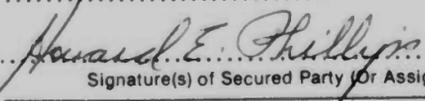
*Assignee of Secured Party: Industrial Indemnity Company
c/o Financial Guaranty Associates, Inc.
Two Plaza East, Suite 1170
330 East Kilbourn Avenue
Milwaukee, WI 53202

No recordation tax

Products of Collateral are also covered.

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COURT HOUSE, BALTIMORE
1986 FEB 3 AM 9:45
E. AUBREY COLLISON
CLERK

FILED WITH: ANNE ARUNDEL

Whichever is Applicable (See Instruction Number 9)	
		Signature(s) of Debtor (Or Assignor)
		Signature(s) of Secured Party (Or Assignee)

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) Katz, Michael G. & Susan B. 42 Benthaven Place Boulder, Colorado 80303	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECEIPT FEE 10.00 POSTAGE .50 #13464 0777 002 110:28 FEB 3 86
4. This statement refers to original Financing Statement bearing File No. <u>249776</u> <u>467-440</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>Nov 10</u> 19 <u>83</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

1-13-86

No. of additional Sheets presented:

BERKELEY FEDERAL SAVINGS & LOAN

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

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

STANDARD FORM - FORM UCC-3

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 CLERK T.A.A. COUNTY
 1986 FEB - 3 AM 10:48
 E. AUBREY COLLISON
 CLERK

LIBER - 49 PAGE 307

NOT SUBJECT TO RECORDATION TAX

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	3. Bank Note No.
1. Debtor(s) (Last Name First) and Address(es): HOUSLEY SAILMAKERS, INC. 1810 Virginia Avenue Annapolis, MD 21401	2. Secured Party(ies) Name(s) And Address(es):  CAPITAL BANK N.A. 815 Connecticut Avenue, N.W. Washington, D.C. 20006	4. For Filing Officer: Date, Time, File No., Filing Office: RECORD FEE 10.00 POSTAGE .50 #13665 0777 R02 110:29 FEB 3 86	
5. This statement refers to original Financing Statement bearing File No. <u>93356-040-R02</u> <u>257132</u> Filed with <u>Circuit Court-Anne Arundel Co.</u> Date Filed <u>June 20</u> 19 <u>85</u> <u>LIBER 486-297</u>			
6. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing file number shown above is still effective.			
7. <input type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned the security interest to the signer of the termination statement.)			
8. <input checked="" type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 11 have been assigned to the assignee whose name and address appear in Item 11.			
9. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in Item 11.			
10. <input type="checkbox"/> Release. Secured party releases the collateral described in Item 11 from the financing statement bearing file number shown above.			
11.			

SEVERN COMPANIES, INC.
410 Severn Avenue
Annapolis, MD 21403

12. Signatures:

By _____ Debtor(s) (necessary only if Item 9 is applicable.)

By Gene Fischgrund Secured Party(ies)
Gene Fischgrund
Vice President

FORM #8.44

FINANCING STATEMENT CHANGE

UCC 3

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CIRCUIT COURT, A.A. COUNTY
1986 FEB - 3 AM 10:48
E. AUBREY COLLISON
CLERK



STATE OF MARYLAND

LIBER - 494 PAGE

308

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 01681

RECORDED IN LIBER 490 FOLIO 138 ON 9/26/85 (DATE)

1. DEBTOR

Name ~~XXXXXXXXXXXXXXXXXXXX~~ EMPIRE CONSTRUCTION COMPANY

Address 700 PITMAN RD., BALTIMORE, MD 21226

2. SECURED PARTY

Name MAI BASIC FOUR, INC.

Address P. O. BOX C-11921, SANTA ANA, CA 92711

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

3. Maturity date of obligation (if any)

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: XX
(Indicate whether amendment, termination, etc.)

TERMINATION

TERMINATION
THE SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE.

RECEIVED FOR RECORD
CIRCUIT CLERK, CALVERT COUNTY

1986 FEB -3 AM 10:48

E. AUBREY COLLISON
CLERK

Dated JAN 16 1986

Jenani Wilhelm
(Signature of Secured Party)
MAI BASIC FOUR, INC., JENANI WILHELM,
MGR. CREDIT & COLLECTIONS
Type or Print Above Name on Above Line

EXHIBIT "A"

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.

3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcels of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcels are more fully described as follows:

Lot 45, Braodview Estates, Section 2, Plat Book 84, folio 15, Improvements to be known as 343 Broadview Lane.

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS
 (TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)	Secured Party:		FILING OFFICER NOTICE:	
	NAME <u>AVCO FINANCIAL SERV</u>		PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.	
	ADDRESS <u>P O BX 997</u>			
CITY & STATE <u>GLEN BURNIE MD 2051</u>				
DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT		
<u>NICHOLAS P & TAMMIE L FERRARO</u>		<u>03-03-86</u>		
<u>362 MONTECELLO CT</u>		ACCOUNT NO	TAB	
<u>GLEN BURNIE MD</u>	<u>21051</u>	<u>138301751</u>	<u>51</u>	9320

Filed with: CLY OF CRT & RE ARUNDEL CO

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
 (a) If described, Motor Vehicles as follows:

YEAR MDDEL	MAKE	BDDY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
 POSTAGE .50
 #13679 0777 002 110:41
 FEB 3 86

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.

Arco Financial Service Book 476 Pg 530 Id # 253415
 (SECURED PARTY)

BY Mary Bryant Admin Asst Dated: 1-13, 19 86
 TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
 19-1255 (5-81)

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1986 FEB -3 AM 10:49

E. AUBREY COLLISON
 CLERK

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: 1164-D E. FULLACE BRANCH ROAD
CITY & STATE: GLEN BURNIE, MD 21061

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

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
JAMES H. & BARBARA A. INZERRA		02-06-79	
159 CHESAPEAKE COURT		ACCOUNT NO.	TAB
HAROVER	MD	21076	32201165 65 3632

Filed with: CLERK OF CIRCUIT COURT OF ANNE ARUNDEL COUNTY W. GARRETT LADDIMORE

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
#13880 0777 002 110:41
FEB 3 1986

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 412 pg 353 227275

BY Attorney (SR)
TITLE

Dated: 12-12 1985

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)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -3 AM 10:49

E. AUBREY COLLISON
CLERK

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
 (TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
 and/or its Parent, Affiliates or Subsidiaries

ADDRESS: 7164 FURNACE BRANCE RD
 CITY & STATE: GLEN BURNIE, MD 21061

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

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
DORSEY, LAWRENCE F & ELIZABETH		11/17/78	
255 croll dr		ACCOUNT NO.	TAB
Annapolis, MD 21401		67609512	12

Filed with: Clerk of Circuit Court Anne Arundel County Annapolis

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
 #13681 0777 R02 110442
 FEB 3 86

TERMINATION STATEMENT

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

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
 (SECURED PARTY)

Liber 394 pg 553 221 300

BY Attowel (Cust. Serv. Rep)
 TITLE

Dated: Jan 6, 1986 19 86

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)

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

MP

1986 FEB -3 AM 10:49

E. AUBREY COLLISON
 CLERK

✓

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
 (TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)
FINANCING STATEMENT
 Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
 and/or its Parent, Affiliates or Subsidiaries

P.O. Box 797
 Glen Burnie, MD 21041

ADDRESS: _____
 CITY & STATE: _____

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

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
PATRICK AND WILMA WALKER 1321 BURNING LN GLEN BURNIE MD 21041		- 20 78	
FILED WITH: _____		ACCOUNT NO.	TAB
		6500831	01

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
 #13682 0777 R02 110:42
 FEB 3 86

TERMINATION STATEMENT

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

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
 (SECURED PARTY)

BY G. A. Howell (CWA Sec. Rep.) Dated: 12-11, 19 85
 TITLE _____

Lib 391 pg 34 219369

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)

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

MP

1986 FEB -3 AM 10:49
 E. AUBREY COLLISON
 CLERK

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 8,000.00

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

Name of Debtor

Address

Gore Reporting Co., Inc.

716 Melvin Ave.
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):
1 New Cimarron VI Version 3 Computer System (Make: DEC, Model Professional 380), 1 New Steno-Lectric Data Writer System, 1 New Cimarron III Turbo Add-on and all attachments to all of the above, and all proceeds, (cash & non-cash) of such computer system.

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)

Gore Reporting Co., Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *William R. Gore*

BY: *Lucian Ober*

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 56.00
POSTAGE .50
#C4043 0055 R01 710452
FEB 3 86

1100
5000
D

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -3 AMID: 53

E. AUBREY COLLISON
CLERK

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

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

File No. 211163 in Office of Clerk of Court A H J and
(Filing Offices) (County and State)

Debtor or Debtors (name and Address):

Raney K & Patricia A. unity
Lot 164 Lyonscrest mobile est.
Lethbrun and 20520

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.

Wellspring Finance Corp.
Secured Party

By: [Signature] Its Branch Office Manager

1688

Form 91 MO (3-79)

RECEIVED FOR RECORD
COURT CLERK, A. COUNTY
[Signature]

1986 FEB -3 AM 11:44

E. AUBREY COLLISON
CLERK

RECORDAL FEE 10.00
POSTAGE 50
FEB 3 08
#13716 C345 R02 711:11

200214

FINANCING STATEMENT

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

DEBTOR Donygal, Inc. T/A Puffins and John Kelly
 (Name or Names)
1651 Md. Rt. 3 North Gambrills, Md. 21054
 (Debtor's Address—Street No., City, County, State)

RECORD FEE 15.00
 POSTAGE 50
 21717 0345 R02 T11:12
 FEB 3 86

SECURED PARTY Eklof & Co., Inc.
 (Dealer's Name)
612 Washington Blvd. Baltimore, Md. 21230
 (Dealer's Address—Street No., City, County, State)

ASSIGNEE OF SECURED PARTY:

THE CARROLLTON BANK OF BALTIMORE
 BALTIMORE STREET AT CARROLLTON AVENUE, BALTIMORE, MARYLAND 21223

1. This financing statement covers the following items of personal property:

Make (if Automobile) Or Manufacturer	Description (if Automobile, Body Type)	Serial No.	Motor No.	Model No.	Year
	SEE ATTACHED SHEETS				

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

3. This transaction (is) (~~is not~~) exempt from the Recordation Tax. Consideration \$ _____

Dated this 10th day of December, 1985

Witness:
Judith L. Nossick
 Judith L. Nossick

John Kelly
 Debtor
 Donygal, Inc. T/A Puffins and John Kelly
 Signs

Attest:
Judith L. Nossick
 Judith L. Nossick

Harry S. Eklof, Jr.
 Debtor
 Signs
 Secured Party
 Harry S. Eklof, Jr. President

Return to: The Carrollton Bank of Baltimore, Post Office Box 1391, Baltimore, Maryland 21203

77-064

1500
52

RECEIVED FOR RECORD
 CIRCUIT COURT BALTIMORE COUNTY
 1986 FEB -3 AM 11:45
 E. AUBREY COLLISON
 CLERK

EKLOF & COMPANY, INC. 612 WASHINGTON BLVD. BALTIMORE, MD. 21230-2297

INVOICE NO. **49397**

PHONE (301) 539-5030

NEW AND RECONDITIONED FOOD SERVICE EQUIPMENT

ORDER DATE **12 4 85** INVOICE DATE **12 9 85**

SOLD TO **Puffins** SHIP TO

ADDRESS **1651 Md. Rt. 3 North**

CITY **Gambrells Md 21054** STATE ZIP

CUSTOMER NO. CUSTOMER P.O. NO. WRITTEN BY **Grove** DEPOSIT & CHECK NO.

SHIP VIA, TIME & SCHEDULED SHIP DATE PHONE(S) & PERSON(S) TO CONTACT **793-3929**

TERMS **1 1/2 % per month interest** HONOR BACK ORDERS ORDER FILLED BY NO. OF PIECES

ACCOUNTS RECEIVABLE

OFFICE	LOC.	QUAN. ORDERED	NUMBER	MAKE	DESCRIPTION	QUAN. SHIPPED	UNIT PRICE	NET	EXTENSION	
		2			HB 909 Base Only	2			92.00	
		2			B2-1C-18 Melol Masters 24" Ice chest less cover	2			392.00	
		1			7260D Perlick 48" bottle box	1			941.600	
NOTES						<p><i>(Handwritten signature and date)</i> 12-21-85 Puffins 12-11-85</p>				
CTN.						SUB TOTAL				1430.00
CTU.						SALES TAX				71.50
CTS.						SHIPPING CHARGES				
TOTAL						TOTAL				1501.50

SHIPPED OR DELIVERED BY: COLLECT ON DELIVERY RECEIVED BY:

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT

Secured Party: **AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.**
and/or its Parent, Affiliates or Subsidiaries

ADDRESS: 7164 FURNACE DR RD
CITY & STATE: GLEN BURNIE, MD 21061

FILING OFFICER NOTICE:

PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
ROBERT E. MIXTER JOAN		06-05-84	
215 GREENLAND BEACH RD BALTIMORE, MD 21226		ACCOUNT NO.	TAB
		640001032	32 9685

Filed with: CLERK OF CRT ANNE ARUNDEL CO ANNAPOLIS, MD

This Financing Statement covers the following types (or items) of property: **Proceeds and Products of the collateral are also covered.**

(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
POSTAGE 50
413723 C345 R02 T11:19
FEB 3 86

TERMINATION STATEMENT

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

AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.
(SECURED PARTY)

BY Joyce Kaley
TITLE

#252658 BK. 474 PG 588
Dated: 12/6/85, 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. 11-80)

10500
50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -3 AM 11:45

E. AUBREY COLLISON
CLERK

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT	
Assignee(s) of Secured Party and Address(es)	Secured Party: NAME <u>AVCO FINANCIAL SERVICES</u> ADDRESS <u>7158 FURNACE BRANCH RD</u> CITY & STATE <u>PO BOX 997 GLEN BURNIE MD 21061</u>
	FILING OFFICER NOTICE: PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.
DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT
<u>JOSEPH GUSTAFSON AND DORA K GUSTAFSON</u> <u>1025 GEMINE DRIVE</u> <u>GLEN BURNIE MD</u>	<u>9-24-85</u>
	ACCOUNT NO <u>244691</u> TAB <u>11</u>

Filed with: CLERK OF CRT AA COUNTY FILE 3186

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.
<u>1977</u>	<u>FORD WAGON</u>			<u>2H82H121660</u>		<u>3</u>

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

I HEREBY CERTIFY THAT THE FILING FEE AS REQUIRED BY THE MOTOR VEHICLE ADMINISTRATION HAS BEEN PAID IN FULL.

Joseph E. Gustafson
JOSEPH GUSTAFSON

RECORD FEE 10.00
POSTAGE .50
413724 0345 002 111:19
FEB 3 86

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 244691 Liber 455-P 174
(SECURED PARTY)
BY Joseph Raley Dated: 9/12/6/85 1985
TITLE

ACKNOWLEDGMENT COPY

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

19-1255 (5-81)

10.00
10.50

RECEIVED IN RECORD
CLERK OF CRT AA COUNTY

1986 FEB -3 AM 11:45

CLERK OF CRT AA COUNTY
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 01-29-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ADVANCE CARPET CO., INC.

Address 6 Burwood Rd. Glen Burnie, Md. 21061

2. SECURED PARTY

Name BORG-WARNER ACCEPTANCE CORP.

Address 10400 CONNECTICUT AVENUE SUITE 402

P.O. BOX 285

KENSINGTON, MARYLAND 20895

RECORD FEE 11.00
POSTAGE 50
#11735 0345 1002 11:30
FEB 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)

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.

Name and address of Assignee

"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 to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Francis X. Brewis, Jr.
(Signature of Debtor)

Francis X. Brewis, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ken McDaniel

(Signature of Secured Party)

Ken McDaniel Asst. Branch Mgr.
Type or Print Above Signature on Above Line

RECEIVED FOR RECORDATION
CIRCUIT COURT, A.A. COUNTY
1986 FEB -3 AM 11:45
E. AUBREY COLLISON
CLERK

1198

260213

LIBER - 494 PAGE 323

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)
Master Musician
1900 Fairfax Rd.
Annapolis, MD 21401

2. Secured Party(ies) Name(s) and Address(es)
Mardan Corp., DBA/
C. G. Conn, Ltd.
2520 Industrial Pkwy.
Elkhart, IN 46516

No. of Additional Sheets Presented

3. The Debtor is a transmitting utility
4. For Filing Officer: Date, Time, No. Filing Office

RECORD FEE 11.00
POSTAGE 50
#13738 0345 002 11:32
FEB 3 86

5. This Financing Statement covers the following types (or items) of property:
All present and after-acquired inventory sold or furnished to Debtor by C. G. Conn, Ltd.; i.e., Conn band instruments, Scherl & Roth, Artley, Continental small goods and accounts receivable arising therefrom.
 Products of the Collateral are also covered

6. Assignee(s) of Secured Party and Address(es)
7. The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate Below)

8. Describe Real Estate Here: This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

Not Subject to Recordation Tax.

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

X Jonas Aronson, partner
By Woodrow Harrison, partner

Michael Dominiak, Corporate Credit Mgr.
By Michael Dominiak
Signature(s) of Secured Party(ies)

11/30

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 FEB -3 AM 11:46
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. 249718
RECORDED IN LIBER 467 FOLIO 222 ON 11/4/83 (DATE)

1. DEBTOR

Name Brown, Henry P.
Address 225 Open View Lane, Annapolis, MD 21403

2. SECURED PARTY

Name John Deere Co.
Address PO Box 4949, Syracuse, NY 13221

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

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

RECORDED
10.00
RECEIVED FOR RECORD
SHERIFF COURT T.A.A. COUNTY
1986 FEB -3 AM 11:46
E. AUBREY COLLISON
CLERK
.50

John Deere Co.

1000.

Dated January 29, 1986

R. W. Edwards
(Signature of Secured Party)
R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

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

FINANCING STATEMENT

..... Not subject to Recordation Tax. To Be Recorded in The Land Records
(For Fixtures Only).
XX Subject to Recordation Tax on prin-
cipal amount of \$ 11,700.00.....

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

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

<u>Name of Debtor</u>	<u>Address</u>
Bowie Bolt & Supply Co., Inc.	1851 Marlow Place Crofton, Md. 21114

2. The name and address of the Secured Party (or Assignee) is:
THE CITIZENS NATIONAL BANK
Fourth and Main Streets
Laurel, Maryland

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

3. This Financing Statement covers the following types (or items) of property (the collateral):
One new Toyota Fork Lift Model Number 42-3FGC15, s/n 403FGC15-14001

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

RECORD FEE 11.00
RECORD TAX 80.50
POSTAGE .50
413741 0345 R02 11:39
FEB 3 86

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

<u>Debtor</u>	<u>Secured Party (Assignee)</u>
---------------	---------------------------------

Bowie Bolt & Supply Co., Inc.

THE CITIZENS NATIONAL BANK

By: Loyd D. Weathers
Loyd D. Weathers, Secretary/Treasurer

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

BY: Donna M. Weathers
Donna M. Weathers, President

By:

Type or print all names and titles under signatures.

11.00
80.50
50

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1986 FEB -3 AM 11:46
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

LIBER - 494 PAGE 326

- 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 \$ 16,000.00. 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:

260750

Anne Arundel County

5. Debtor(s) Name(s) Address(es)

Contractor Pumps & Equipment Company

415 Headquarters Dr.
Bay #1
Headquarters Commercial Center
Millersville, Maryland 21108

RECORDATION FEE 11.00
RECORDATION TAX 112.00
POSTAGE 50
411742 0345 202 TEL: 39
FEB 3 1986

6. Secured Party Address

First Federal Savings & Loan Association of Annapolis
Attention: C. Partridge-Loan Clerk
(Type name & Title)

1832 George Ave.
Annapolis, Maryland 21401

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

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. 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 Contractor Pumps & Equipment Company

By: James J. Cotter (Seal) _____

By: David J. Higgs (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 112.00 50

RECEIVED FOR RECORD
RCUT COUNTY
186 FEB 3 11:46
AUBREY COLLISON
CLERK

260254

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to 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

SCH.01

Name SARRO-SIEGEL LEASING PARTNERSHIP

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

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association

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 12/16/85 between Assignor as Lessor and LEASE ACCOUNT #581612 as Lessee, Assignor has granted a Security Interest in the following equipment leased to Assignee per a Non-Recourse Assignment of Rents dated 1/14/86 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)

SARRO/SIEGEL LEASING PARTNERSHIP

(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

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BALTIMORE

(Signature of Secured Party)

William J. Ottey, V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

RECORD FEE 11.00
POSTAGE 50
#13743 CB45 #02 11:41
FEB 3 86

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1986 FEB -3 AM 11:46
E. AUBREY COLLISON
CLERK

11005

1176

EQUIPMENT LIST
ATTACHMENT

LIBER - 494 PAGE 328

- (1) -Digital Equipment Corporation Model VT 220-C2 CRT terminal
S/N 49543 with Model VT22K-AA keyboard
 - (5) -Model 330F2-22L Modems, S/N 10139 thru 10142, 10059
 - (5) -Model 330F2-22L Modems, S/N 10000, 10001, 10004, 10132, 10138
 - (5) -Model 330F2-22L Modems, S/N 8952, 9325, 10038, 10037, 9324
 - (1) -Equinox Model 950002 24-Line Board, S/N 1783D
 - (1) -Digital Equipment Corporation Model VT220-C2 CRT terminal
S/N B0524090M8 with Model VT22K-AA keyboard
 - (1) -Digital Equipment Corporation Model VT220-C2 CRT terminal
S/N B05240910E5 with Model VT22K-AA keyboard
 - (2) -Model 101311-1 Line Cards, S/N GE544033N1, GE544032N1
 - (1) -Texas Instruments Model #500-7101 Host Adapter, S/N 50HA8506000045
 - (1) -Texas Instruments Model #500-5009 Analog Input Module S/N 8338N
 - (1) -Texas Instruments Model #500-5016 Analog Output Module S/N 8343N
 - (1) -Texas Instruments Model #500-5008 Digital Input Module S/N 8416N
 - (1) -Texas Instruments Model #500-5013 Digital Output Module S/N 8506N
-
- (1) -Vanguard Model LPMCDBW Secretarial desk with left hand return,
walnut top, center drawer
 - (6) -Steelcase Model 451-520 Secretarial chairs with #9201 chrome base,
#5953 fabric, #6202 shell
-
- (1) -Model 5402 40-Channel Recorder S/N 926089 with Model 5516 High
Speed Time Generator S/N 928693
 - (1) -Model MT-500-H34BBU3124AN Radio S/N 411AKU0779 with Feature
#NLN4561B
 - (1) -Motorola Model 4000 Cellular Telephone S/N 289-CJS-6764 with
hands-free speaker

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
OF BALTIMAORE

BY: *William J. Ottey*
TITLE: William J. Ottey, V.P.

SARRO/SIEGEL LEASING PARTNERSHIP

BY: *Frank J. Sarro*
TITLE: Frank J. Sarro Partner

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) Myrtle Cecelia Bolin 9 Summerhill Park Crownsville, Md. 21032	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: O. BOX 1573 BALTIMORE, MD. 21203 Return to Secured Party
---	--

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

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

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

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

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

E. Other.

1976 Newport Catalina 14x65 S/N 14982

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

RECORD FEE 11.00
70.00
FEB 3 1986

RECORDED FOR RECORD
ANNE ARUNDEL COUNTY
1986 FEB -3 PM 12:16
E. AUBREY COLLISON
CLERK

DEBTOR:

Myrtle Cecelia Bolin
(Type Name)

By: Myrtle Cecelia Bolin

By: _____

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: Mary W. Kittel

Mary W. Kittel, Community Banking Office
087 Bay Street

11-27 19 85
(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.

Stamps \$ 70.00
Record 11.00
Postage 5 81.00
50
\$ 81.50

Handwritten scribbles and initials.

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 238699 Dated July 7, 1981

Record Reference Liber 439, Page 374

2. DEBTOR is:

Name: Chapman, Willie A.
(Last Name First)

Address: Roll-Park Trailer Village, Lot #30, Millersville, Md. 21108

3. SECURED PARTY is:

Name: Union Trust Company of Maryland

Address: P. O. Box 1573, Balto., Md. 21203

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Union Trust Company of Md.

Date: 1/21, 19 86

By: [Signature] (Title)
Charles Denbow
Consumer Loan Officer

012-1721-0537

*Term \$ 10.00
Postage 50
\$ 10.50*

*h 10.00
.50*

UNION TRUST CO. OF MD.
CONSUMER LOAN DEPT.
P. O. BOX 1573
BALTIMORE, MD. 21203

J. M. HITCH

RECORD FEE 10.00
POSTAGE 50
W/STSD C045 R02 112408
FEB 3 1986

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1986 FEB -3 PM 12:16
E. AUBREY COLLISON
CLERK

MARYLAND FINANCING STATEMENT

260253

(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)
E-36 790 Ritchie Hwy, 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) Baltimore Federal Financial, F.S.A.
Of LESSOR _____
(Name or Names)
P.O. Box 116, Baltimore, Md 21203
(Address)

4. This financing Statement covers the following types (or items) of property:
One - Eagle I Telephone System Including: 1 - Comman Module D.S.S., 16 - Ten Button
Eagle I Telephones, 2 - Eight Circuit Trunk Cards, 1 - Thirty-Two Circuit Card

RECORDATION FEE 11.00
POSTAGE .50
2/3/88 11:21 AM FEB 3 1988

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

LESSEE Dixie MacMurray, Inc. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: K. MacMurray President (Title) By: Brian G. Connelly Manager (Title)
Dixie MacMurray (Type or print name of person signing) Brian G. Connelly (Type or print name of person signing)

By: _____ (Title) Return to: Baltimore Federal Financial, F.S.A.
P. O. Box 116
Baltimore, MD 21203
Attn: Nancy _____

1986 FEB 3 PM 12:16
RECEIVED
E. AUBREY COLLIER
CLERK

FINANCING STATEMENT

1. Name of Debtor: GENERAL'S HIGHWAY JOINT VENTURE
152 Rollins Avenue, Suite 100
Rockville, Maryland 20852
2. Name of Secured Party: FIRST MARYLAND SAVINGS & LOAN, INC.
8737 Colesville Road
Silver Spring, Maryland 20910
3. Address of Property: Lots 6E and 6W, Tax District 2
Anne Arundel County, Maryland
(more specifically described in
EXHIBIT "A" attached hereto and
made a part hereof)

RECORD FEE 13.00
POSTAGE .50
#24125 0237 R01 114:00
FEB 3 86

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

All machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or useable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Mortgagor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Mortgagor in and to any equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Financing Statement. It is understood and agreed that all Equipment is to be deemed part and parcel of said real estate and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purpose of this Financing Statement be deemed conclusively to be real estate and conveyed hereby. This Financing Statement shall also constitute a Security Agreement between Mortgagor, as Debtor, and Mortgagee, as Secured Party as to both chattel and fixture items of every type now or hereafter owned by Mortgagor and used or useable in conjunction with the said real estate, and the proceeds thereof, including but not limited to those types of items hereinabove itemized as constituting "Equipment".

5. This Financing Statement is not subject to a Recordation Tax.

Executed this 13th day of Janaury, 1986.

WITNESS:

GENERAL'S HIGHWAY JOINT VENTURE,
a Maryland partnership

RL E. Palmer

BY: Arden Baker (SEAL)
Arden Baker

After recordation, to:

Roben Palmer
Dacy, Myers & Suissa
8701 Georgia Avenue, Suite 700
Silver Spring, Maryland 20910

D-5176

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

13.92 1986 FEB -3 PM 2:02

E. AUBREY COLLISON
CLERK

Parcel No. 1

Beginning for the same at an iron pipe set in the westerly line of the property described in a deed dated August 25, 1927 and recorded among the Land Records of Anne Arundel County in Liber F.S.R. 23, folio 89, whereby the property was conveyed by Stephen J. Gomoljak and wife to James H. Crandall, said point being distant along said line North 0 degrees 10' 3" East, 680.33 ft. from an iron pipe set on the northerly side of the Defense Highway marking the beginning of said line and running thence from said beginning point so fixed and along the westerly line of the above described property, North 0 degrees 10' 30" East, 172.97 ft. to an iron pipe found marking the end of said line and running thence with the northerly outline of the property above described in the above mentioned deed South 89 degrees 49' 30" East, 93.0 ft. to an iron pipe set at the end of the easterly line of the property described in the above mentioned deed, thence along part of said easterly line South 0 degrees 10' 30" West, 172.97 ft. to a point on the northeast corner and at the end of a 13 ft. wide right of way to be used in common and leading from the Defense Highway to the property now being described and running thence along the northerly end of said right of way North 89 degrees 49' 30" West, 13 ft. to an iron pipe set in the northwest corner of said right of way, thence running North 89 degrees 49' 30" West, 70.0 ft. to the place of beginning. 1 Containing 12,108 sq. ft. of land, more or less, according to a survey and plat of same in July 1946 by T.T. Pantaleo, Registered Land Surveyor, being Lot No. 6 as shown on the aforesaid plat, together with the use in common of a 13 ft. wide right of way leading from the Defense Highway to the hereindescribed lot or parcel of land as shown and laid out on the aforementioned plat, said right of way being subject to the partial obstruction as caused by the projection of certain of the houses or buildings along said right of way as at present constructed.

The aforesaid 13 ft. right of way has since the aforesaid description been widened 3 ft. to make it a 16 ft. right of way by virtue of a deed from Paul D. Fisher and Edna L. Fisher to Franklin L. Graefe and Elizabeth M. Graefe, his wife, et al, dated the 1st. day of February, 1956 and recorded among the Land Records of Anne Arundel County in Liber 1005, page 98.

Being the same property conveyed by deed from Eugene W. & Catherine C. Donovan to Franklin L. Graefe and Elizabeth M. Graefe, his wife, dated the 30th day of March, 1954 and recorded among the aforesaid Land Records in Liber 823, page 595.

Parcel No. 2

Beginning for the same at an iron pipe here found; said pipe marked the northwest corner of that conveyance from Eugene W. Donovan and Catherine C. Donovan, his wife, to Franklin L. Graefe and Elizabeth M. Graefe, his wife, by Deed dated March 30, 1954, and recorded among the Land Records of Anne Arundel County in Liber JHM No. 823, folio 595; said pipe also marks the northeast corner of that conveyance from Norbert Aubrey and Ethel M. Aubrey, his wife, to Paul D. Fisher and Edna L. Fisher, his wife, by Deed dated October 28, 1946 and recorded among the Land Records of Anne Arundel County in Liber JHM No. 386, Folio 274. Thence from the point of beginning so fixed binding on the western outline of said conveyance to Graefe, reversely, with meridian corrected, and with part of the eastern outline of said conveyance to Fisher, corrected as aforesaid, South 3 degrees 14' 00" West 172.97 ft. to a point at the northeast end of a 10 ft right of way, as now established, leading southerly to the Defense Highway; said point marks the aforementioned conveyance to Graefe; thence leaving the outline of Graefe and running for a line of division across said Fisher lot, across the end of said 10 ft. right of way, north 86 degrees 47' 20" West 82.93 ft. to an iron pipe here set in the westernmost outline of said conveyance to Fisher; thence binding on part of said outline, with meridian corrected, North 3 degrees 12' 40" East 172.97 ft. to an iron pipe here found which marks the northwest corner of said conveyance to Fisher; thence binding on the north outline of said Fisher lot, corrected as aforesaid, South 86 degrees 47' 20" east 83.0 ft. to the point of beginning. Containing 0.329 of an acre of land, more or less, within the bounds of this description, according to a survey and plat made by James D. Hicks, County Surveyor, in November, 1955.

There is the use in common of a 10 ft. right of way running from the property hereinabove described to a 16 ft right of way more particularly described and set forth in an agreement between Paul D. & Edna L. Fisher, and Capital City Building & Loan Asso., et al, dated February 1, 1956 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 1005, Folio 98, and together with the use in common of the aforesaid 16 ft. right of way to the public highway; said 10 ft. right of way hereinabove mentioned being shown on a plat of the property hereinabove described, which said plat is recorded in Liber 1029, page 179.

Being the same property conveyed by deed dated May 4, 1956, from Paul D. & Edna L. Fisher to Franklin L. Graefe and Elizabeth M. Graefe, his wife, and recorded among the Land Records of Anne Arundel County in Liber 1029, Page 176. Franklin L. Graefe having departed this life in January 16, 1976, thereby vesting complete fee simple title in his surviving wife, Elizabeth M. Graefe. Said Franklin L. Graefe died in Anne Arundel County.

23.50

TFR
12/06/85

LIBER - 494 PAGE 335

200270

FINANCING STATEMENT

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF

NOT SUBJECT TO RECORDATION
TAX

Anne Arundel County

RECORD FEE 23.00
POSTAGE .50

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

#13807 0777 R02 115:27
FEB 3 86

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

- | | | |
|----------------------------|--|---|
| 1. Debtor: | Westwinds Associates
Limited Partnership II | Address:
c/o Continental Realty Corp.
17 West Pennsylvania Avenue
Towson, Maryland 21204 |
| 2. Secured Party Assignor: | City of Annapolis | Address:
166 Duke of Gloucester St.
Annapolis, Md. 21401 |
| 3. Assignee: | Provident Bank of
Maryland | Address:
114 E. Lexington St.
Baltimore, Md. 21202 |

4. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers,

127562-DM

23.50

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1986 FEB -3 PM 3:33

E. AUBREY COLLISON
CLERK

tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air condition, fire protection, maintenance and incinerating fixtures, systems and equipment, stoves, ranges, bathtubs, sinks, water closets, basins, pipes, faucets, heaters, mantels, refrigerators, cooking apparatus, furniture, shades, awnings, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) All of the Debtor's partnership assets and property including deposits of the Debtor;

(c) All the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land; and

(d) All documents, instruments, general intangibles, chattel paper, contract rights and accounts now owned or hereafter acquired by the Debtor (including all future capital contributions by the partners of the Debtor) as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom.

5. The aforesaid items are included as security in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Robert G. Wheeler and Michael E. Williams, Trustees, and recorded or intended to be recorded among the land records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to City of Annapolis (the "City")

6. Proceeds of collateral are covered hereunder.

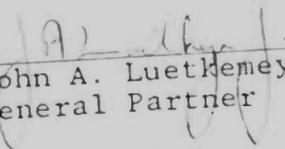
7. The land consists of approximately 1.77 acres of land more particularly described in Exhibit A attached hereto.

8. The Secured Party Assignor has assigned all of its right in the collateral described herein to the Assignee pursuant to an Assignment and Security Agreement dated as of even date herewith (the "Assignment") and the authority and direction of Resolution No. R-62-85 of the City Council of the City (except for such right, title and interest of the Secured Party Assignor as reimbursement for its expenses or by way of indemnity) to secure payment of the principal of and the interest on \$2,100,000 City of Annapolis, Economic Development Revenue Bond (Westwinds Associates Limited Partnership II Project) (the "Bond") purchased by the Assignee on even date herewith. The Bond does not constitute an obligation to which the full faith and credit of the Secured Party Assignor is pledged, does not create an indebtedness or charge against the general credit or taxing powers of the Secured Party Assignor, and does not constitute or give rise to any pecuniary liability of the Secured Party Assignor.

LIBER - 494 PAGE 338

Debtor:

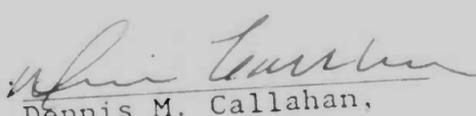
WESTWINDS ASSOCIATES
LIMITED PARTNERSHIP II

By: 
John A. Luetkemeyer, Jr.,
General Partner

By: 
J. Mark Schapiro,
General Partner

Secured Party Assignor:

CITY OF ANNAPOLIS

By: 
Dennis M. Callahan,
Mayor

Dated: December 26, 1985

MR. CLERK: After recording, please return to:

Timmy F. Ruppertsberger, Esquire
Semmes, Bowen & Semmes
10 Light Street
Baltimore, Maryland 21202

127562-DM
REAL ESTATE TITLE COMPANY, INC.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

EXHIBIT A

PROPERTY DESCRIPTION

BEGINNING at the end of the first or North 13 degrees 12 minutes 40 seconds East 190.00 foot line of deed from W. Bierman and Florence Bierman, recorded among the Land Records of Anne Arundel County in Liber 2301, folio 207, thence with the first and second lines of a deed from W. Kaplan and D. Stearman, recorded among aforesaid land Records in Liber 2257, folio 363, North 18 degrees 28 minutes 59 seconds East 200.05 feet to a point on the outline of the plat entitled, "Westwind Apartments", recorded in Plat Book No. 96, folio 28, thence with the lines of said plat South 47 degrees 46 minutes 49 seconds East 209.70 feet to a pipe found, thence South 57 degrees 29 minutes 13 seconds East 115.00 feet to a pipe found, being a point on Spa Road thence with the

right of way line of Spa Road on a curve to the left having a radius of 701.11 feet 148.72 feet along the arc, long chord bearing and length South 25 degrees 38 minutes 24 seconds West 148.44 feet to a point on the sixth line of a deed to Wa Wa, Inc. recorded in Liber 3082, folio 21, thence reversely with said sixth line, North 78 degrees 27 minutes 47 seconds West 43.38 feet to the beginning, thence continuing with the line of said deed reversed, South 76 degrees 28 minutes 22 seconds West 111.96 feet, to a pipe found, thence South 27 degrees 16 minutes 04 seconds West 60.70 feet to a point on Hilltop Lane, thence with the right of way line of Hilltop Lane on a curve to the left having a radius of 803.99 feet 140.75 feet along the arc, long chord bearing and length North 60 degrees 02 minutes 43 seconds West 140.57 feet to a point on the first line of the aforementioned deed from W. Bierman and Florence Bierman, thence with the remainder of said line North 18 degrees 28 minutes 59 seconds East 156.15 feet to the place of beginning. Containing a computed area of 1.7726 acres.

Mail to Real Estate Title

TFR
12/06/85

LIBER - 491 PAGE 340

13.50

200271

FINANCING STATEMENT

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF Anne Arundel County

NOT SUBJECT TO
RECORDATION TAX

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

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

- 1. Debtor:
City of Annapolis
- 2. Secured Party:
Provident Bank of
Maryland

Address:
166 Duke of Gloucester St.
Annapolis, Md. 21401

Address:
114 E. Lexington St.
Baltimore, Md. 21202

RECORD FEE 13.00
POSTAGE .50

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

#13806 5777 R02 115:27

(a) All of the Debtor's right, title and interest
in and to and remedies under the Loan Agreement dated of
even date herewith between the Debtor and Westwinds
Associates Limited Partnership II (the "Borrower"), (the
"Loan Agreement"), including any and all security
referred to therein.

FEB 3 86

(b) The Promissory Note of the Borrower (the
"Note") of even date herewith in the original principal
amount of \$2,100,000 and all of the Debtor's right,
title and interest in and to and remedies under the Note
and under the Deed of Trust, Assignment of Rents and
Security Agreement, the Assignment of Rents and Leases,
and Declaration, all of even date herewith and all from
the Borrower to the Debtor or for the benefit of the
Debtor.

(c) The "Revenues", defined in the Loan Agreement
to include all moneys payable by the Borrower under the
Note, Deed of Trust, Assignment of Rents, and Loan
Agreement, by the Guarantor (as hereafter defined) under
the Guaranty Agreement (as hereafter defined) and all
other receipts and revenues of the City from or in
connection with the financing of the Facility.

1986 FEB -3 PM 3:33

E. AUBREY COLLISON
CLERK

127562
DM

1300
50



(d) All of the Debtor's right, title and interest in and to the Guaranty and Indemnification Agreement from John A. Luetkemeyer, Jr. and J. Mark Schapiro (the "Guarantor") to the Debtor and the Secured Party (the "Guaranty Agreement").

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

(f) SAVING AND RESERVING from all of the above the right of the Debtor to indemnification by the Borrower and to payments to or on behalf of the Debtor for expenses incurred by or on behalf of the Debtor.

4. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to an Assignment and Security Agreement of even date herewith between the Debtor and the Secured Party (the "Assignment"), entered into as security for the Debtor's City of Annapolis, Economic Development Revenue Bond (Westwinds Associates Limited Partnership II Project), of even date herewith (the "Bond") issued pursuant to Sections 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland (1982 Replacement Volume) as amended to date (the "Act").

5. 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 Assignment and the authority and direction of Resolution No. R-62-85 of the City Council of the Debtor (except for such right, title and interest of the Debtor as reimbursement for its expenses or by way of indemnity) to secure payment of the principal of and the interest on the Bond, which Bond does not constitute an

LIBER - 494 PAGE 342

obligation to which the full faith and credit of the Debtor is pledged, does not create an indebtedness or charge against the general credit or taxing powers of the Debtor, and does not constitute or give rise to any pecuniary liability of the Debtor.

Debtor:

CITY OF ANNAPOLIS

December 26, 1985

By: Dennis M. Callahan
Dennis M. Callahan,
Mayor

Mr. Clerk: Return to Timmy F. Ruppertsberger, Esquire
SEMMES, BOWEN & SEMMES
10 Light Street
Baltimore, Maryland 21202

127562-dm
REAL ESTATE TITLE COMPANY, INC.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

Mail to _____

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. No. of additional Sheets Presented: 1

3. The Debtor is a transmitting utility.

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

1. Debtor(s) (Last Name First) and Address(es): Unilease Computer Corporation 1370 Avenue of Americas New York, New York 10019	2. Secured Party(ies) Name(s) and Address(es): European American Bank 10 Hanover Square New York, New York 10015 ATT LEGAL 2713-C/L	RECORD FEE 10.00 POSTAGE .50 #13814 C771 102 108:35 FEB 4 86
---	---	---

5. This statement refers to original Financing Statement No. 255670 filed (date) 2/26/85 with ANNE ARUNDEL CTY, MD

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

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

UNILEASE COMPUTER CORPORATION EUROPEAN AMERICAN BANK

By _____ Signature(s) of Debtor(s) (only on amendment) By Sam Atken AVP Signature(s) of Secured Party(ies)

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

Mail to European Amer Bank.

RECEIVED FOR RECORD
 CIRCUIT COURT, N.A. COUNTY mp
 1986 FEB -4 AM 10:00
 E. AUBREY COLLISON
 CLERK

264.50
Anne Arundel
Co.



MARYLAND NATIONAL BANK
We want you to grow.™

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Statement Records at Anne Arundel Co. & State of Maryland
- 3. Not subject to Recordation Tax. (purchase money)
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 36,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel Co. Court House \$252.00 1/29/86

5. Debtor(s) Name(s) _____ Address(es) _____
 The Aquarium Inc. 180 L Penrod Court
 T/A Aquarium Products Glen Burnie, Maryland 21061

6. Secured Party _____ Address _____
 Maryland National Bank P. O. Box 17372
 Attention: Legal Documentation Baltimore Maryland 21208
 Review Unit

RECORD FEE 12.00
 RECORD TAX 252.00
 ATTORNEY FEE 50.00
 41,381.50 0777 R02 108:36
 FEB 4 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.

THE AQUARIUM INC.
T/A AQUARIUM PRODUCTS _____ (Seal)

Secured Party
Maryland National Bank
Glenn L. Wilson _____ (Seal)

By: A. Merrill Cohen, Pres. _____ (Seal)
A. Merrill Cohen, President

Glenn L. Wilson, 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.

1200
252.00

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY
 1986 FEB -4 AM 10:00
 E. AUBREY COLLISON
 CLERK

0106823 -

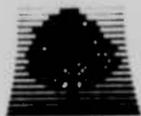
LIBER - 494 PAGE 345

SCHEDULE A

- 1) National Instrument Company, Inc.
SK 3263 Automatic Plug Inserter and Capping Machine 115 Volts
- 2) Patton -
Modulus II - Label Pad, contoured product fixture
embossing unit for code dating.

Mail to Maryland Hall

~~3-16-86~~
A A Co
1150



MARYLAND NATIONAL BANK
We want you to grow.SM

260273

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) Don Warrener, Inc. Address(es) 8249 Waterford Road
Pasadena, Maryland 21122

[Handwritten signature]

6. Secured Party Maryland National Bank Address P.O. Box 17047
Baltimore, Maryland 21203
Attention Loan Operations

RECORD FEE 11.00
POSTAGE .50
#13816 (777) 102 108:37
FEB 4 86

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. *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.

Don Warrener, Inc.
[Signature] (Seal)
Don Warrener, President

(Seal)

(Seal)

(Seal)

Secured Party
Maryland National Bank
[Signature] (Seal)
Thomas L. Irvin, Vice President
Type name and title

[Handwritten signature]
1183

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

207-95 REV 7/83
RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 FEB -4 AM 10:00
E. AUBREY COLLISON
CLERK

4800314-9009

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

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 40382

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 STEVE C. ROGERS
Address 1932 CUIRE DR. SEVERN MD 21144

2. SECURED PARTY

Mail to Name LAWRENCE A. SMITH
Address 8900 ROBIN PLACE
LAUREL MARYLAND 20708

RECORD FEE 11.00
POSTAGE 50
#13817 0777 R02 T08:38
FEB 4 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)

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

Mechanics' Acceptance Corp.
165 Northwest Avenue
Tallmadge, Ohio 44278

All tools, equipment and accessory items now owned by Debtor for use in Debtor's trade or business together with any and all similar tools, equipment and accessory items hereafter acquired.

CHECK THE LINES WHICH APPLY

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

1153

Steve C Rogers
(Signature of Debtor)

STEVE C. ROGERS
Type or Print Above Name on Above Line

Steve C Rogers
(Signature of Debtor)

STEVE C. ROGERS
Type or Print Above Signature on Above Line

Lawrence A. Smith
(Signature of Secured Party)

LAWRENCE A. SMITH
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
COURT CLERK, S.A. COUNTY
1986 FEB -4 AM 10:00
E AUBREY COLLISON
CLERK

aa

FINANCING STATEMENT FORM UCC-1

Identifying File No. 260275

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

If transaction or transactions wholly or partially subject to 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 Frank J. Ronan, III, T/A Rocky's Wholesale Bait & Tackle
Address 932 Upper Pindell Road, Lothian, MD 20772

2. SECURED PARTY

Name First Eastern Leasing Corp.
Address 30 E. Padonia Road
Timonium, Md. 21093

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 - Husman Walk-In Box (10x15) Without Compressor, Model # Custom,
Serial # ALT1284

RECORD FEE 12.00
#13818 1777 102 109:39
FEB 4 86

1200

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)

Frank J. Ronan III
(Signature of Debtor)

Frank J. Ronan, III
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

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1986 FEB -4 AM 10:00

E. AUBREY COLLISON
CLERK



LIBER - 494 PAGE 349
FINANCING STATEMENT (FORM UCC-1)

Identifying File No. _____

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

260276

1. LESSEE:
CLARKE'S SALOONS, INC., t/a BRADBURY'S
904 Ritchie Highway
Severna Park, MD 21146
2. LESSOR:
BUTLER AND COMPANY, INC.
8726 TOWN & COUNTRY BOULEVARD, SUITE 205
P. O. BOX 505
ELLICOTT CITY, MD 21043-0505
3. ASSIGNEE (if any) OF LESSOR:

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)
(x) If checked, see Schedule of Equipment attached hereto and made a part hereof.

RECORD FEE 12.00
POSTAGE 50
CITY 0777 102 108:40
FEB 4 86

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

LESSEE:

CLARKE'S SALOONS, INC.,
t/a BRADBURY'S
Name of Lessee

BY: ✓ J. Bradbury
Signature of Lessee

✓ DUNCAN BRADBURY, PRESIDENT
Type or Print Name, include title

LESSOR:

BUTLER AND COMPANY, INC.
Name of Lessor

BY: Deborah Stran-Scherr
Signature of Lessor

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

TO THE FILING OFFICER: After this statement has been recorded please return to:
BUTLER AND COMPANY, INC.

8726 Town & Country Boulevard, Suite 205
P. O. Box 505
Ellicott City, MD 21043-0505

MP
RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1986 FEB -4 AM 10:00
E. AUBREY COLLISON
CLERK

SCHEDULE OF EQUIPMENT

All furniture fixtures and equipment including but not limited to the following:

- 1 (Lot) HODGES STORAGE SHELVING
- 1 TRUE REFRIGERATOR
- 1 VULCAN RANGE WITH OVEN
- 1 MAGIKITCH-N CHARBROILER
- 2 VULCAN DEEP FRYERS
- 1 STAR FREEZER
- 1 PERLICK BEER SYSTEM
- 1 METAL MASTERS 3-COMPARTMENT SINK
- 1 METAL MASTERS CLEAN DISH TABLE
- 1 HATCO BOOSTER HEATER
- 1 VULCAN DISHWASHER
- 1 METAL MASTERS SOILED DISH TABLE
- 1 METAL MASTERS DRAIN TROUGH
- 1 INSINKERATOR DISPOSAL
- 1 METAL MASTERS HAND SINK
- 1 METAL MASTERS STEAM TABLE
- 1 STAR SANDWICH UNIT
- 1 PANASONIC MICROWAVE
- 1 STAR LOW BOY REFRIGERATOR
- 1 METAL MASTERS 5' WORK TABLE
- 1 HATCO 3' HEAT LAMP
- 1 VULCAN CONVECTION STEAMER
- 1 MANITOWAC ICEMAKER
- 1 PERLICK MUG CHILLER
- 1 PERLICK BEER DISPENSER
- 2 PERLICK BEVERAGE COOLERS
- 1 PERLICK MUG FROSTER
- 2 METAL MASTERS ICE CHESTS
- 1 METAL MASTERS UNDERBAR SINK
- 1 JAMAUN EXHAUST SYSTEM

One Anne Arundel County Class D Beer, Wine and Liquor - Dancing & Sunday License issued to Clark's Saloons, Inc. # _____.

One 1979 26th Sea Ray weekender Model # _____,
Serial # SER 11M 120 179.

2995

Mail to Butler & Co. Inc.

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name W.H. Bryan Company
Address 7320 C. Parkway Drive, Hanover MD 21218

2. SECURED PARTY

Name CIT Financial Services Corporation
Address 4003F Greentree Executive Campus, Marlton NJ 08053
CIT Financial Services Corporation

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 keyservice unit, 1 CPU memory unit, 1 CPU Auxillary unit, 1 power unit,
1 Intercom unit, 4 Crosspoints units, 4 Station Interface cards, 1 Power supply
5 Central office interface cards, 27 20 button EKT with speakerphone, 2 DSS console's
1 DSs interface card, 1 wall mount kit

RECORD FEE 11.00
#13920 0777 R02 108:40
FEB 4 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 be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor

WILLIAM H. STEAKHORN, JR.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CIT Financial Services Corporation

Signature of Secured Party

Denise PARIS
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT - A.A. COUNTY
1986 FEB -4 AM 10:00
E. AUBREY COLLISON
CLERK

1180

Mail to

FINANCING STATEMENT FORM UCC-1

Identifying File No. 260273

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 Red Roof Inn
Address 827 Elkridge Landing Road, Linthicum Heights, Maryland 21090

2. SECURED PARTY

Name RCA Service Company, A Division of RCA Corporation
Address Cherry Hill, N.J. 08358

Mail to RCA Service Co., 9020 Red Branch Road, Columbia, MD 21045
Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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

All RCA Television Receivers, RCA Telephones Accessories,
And Associated Equipment and Systems - Present and Future.

RECORD FEE 11.00
POSTAGE 1.00
#13021 0777 002 TOR:41
FEB 4 86

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)

Orlow H. Werfenberger V. Pres Purchasing 11/25/85
(Signature of Debtor)

Orlow H. Werfenberger
Type or Print Above Name on Above Line
(Signature of Debtor)

Vice President Purchasing
Type or Print Above Signature on Above Line

(Signature of Secured Party)
L. M. KELLNER
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -4 AM 10:00

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256804
RECORDED IN LIBER 485 FOLIO 395 ON 5/23/85 (DATE)

1. DEBTOR

Name Annapolis Service Center, Inc.
Address 1401 Forrest Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Alban Tractor Co., Inc.
Address P.O. Box 9595, Baltimore, MD 21237
Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061

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
#13022 0777 102 108:42
FEB 4 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>One (1) Caterpillar Model 613B Wheel Tractor, S/N 38W07476 One (1) Caterpillar Model 613B Elev. Scraper, S/N 72M07233 One (1) Caterpillar Model 966D Wheel Loader, S/N 99Y2033</p>	<p>ASSIGNEE OF SECURED PARTY Credit Alliance Corporation P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061</p>

Alban Tractor Co., Inc.

Dated _____

Mark N. Welsh

(Signature of Secured Party)

Mark N. Welsh, Financial Sales Mgr.
Type or Print Above Name on Above Line

D. E. CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -4 AM 10:00

E. AUBREY COLLISON
CLERK

8346-A

LIBER - 494 PAGE 35A

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

January 29, 1986

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. 238705 in Office of LARRY MOORE, AA Co. Md. (Filing Officer) (County and State)

Debtor or Debtors (name and Address):
Libert 425 Page 454
Jean E. Blank
1319 1955 Apt 13 Americana Building Apts
Cedar Bluffs Mo 64601

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

Secured Party

By *[Signature]*
Its Branch Office Manager

RECORD FEE 10.00
POSTAGE .50
#13826 0777 002 108:46
FEB 4 86

Form 91 MD (3-79)

dw

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -4 AM 10:01

E. AUBREY COLLISON
CLERK

8507A

LIBER - 494 PAGE 355

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

January 29, 1986

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. 248001 in Office of Laurence AA Co MD (Filing Officer) (County and State)

Debtor or Debtors (name and address):

James E. Edwards Jr
1811 Burton Dr. Apt C
Clermont, MD 21021

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

By [Signature] Secured Party
Its Branch Office Manager

RECORD FEE 10.00
POSTAGE .50
FEB 4 1986

Form 91 MD (3-79)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 FEB -4 AM 10:01
E. AUBREY COLLISON
CLERK

9855013

LIBER - 494 PAGE 356

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

January 29, 1986

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. 8446450 in Office of Larrumick, AA Co MD (County and State)
(Filing Officer)

Debtor or Debtors (name and Address):
Liber 400 PAAL 198
George W. Guiz
426 Highway Dr.
Millersville MD 21108

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

By [Signature] Secured Party
Its Branch Office Manager

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 FEB -4 AM 10:01
E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE 50
313023 0777 002 108:47
FEB 4 86

81158-0

LIBER - 494 PAGE 357

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

..... January 27, 1986

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. 245,992 in Office of (County and State)
(Filing Officer)

Debtor or Debtors (name and Address):
James J. White
Dorothy T. White
2019 Howell Lane
Baltimore MD 21220

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
Its Branch Office Manager

RECORD FEE 10.00
POSTAGE 50
FEB 4 1986

Form 91 MD (3-79)

RECEIVED FOR RECORD
CLERK
1986 FEB -4 AM 10:01
E. AUBREY COLLISON

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 260279

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

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

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

This financing statement Dated January 21, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kral, Donald, V., Jr.
Address 2 Riverview Road, Severna Park, Maryland 21146

2. SECURED PARTY

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

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)

1977 Pearson 29' 9 1/2" Hull # PEA48964M77D
Engine: Universal Atomic 4, 30hp, gas, serial # 199131
Additional Equipment: 5 sails-main, 110, 150 and 160% genoas, and spinnaker, VHF, depth sounder, speedo, log, wind, compass, Kenyon stove, clock and barometer, ladder, portable bilge pump

RECORDED FEE 11.00
#13833 6777 R02 100:50
FEB 4 86

RECEIVED FOR RECORD
HARFORD COUNTY
1986 FEB -4 AM 10:01
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

"NOT SUBJECT TO RECORDATION TAX"

(Signature of Debtor)

Donald V. Kral, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

11 000 50

Anne Arundel County

260230

LIBER - 494 PAGE 359

FORM JD-31a MD, 11/78

All information must be typewritten or printed in ink. Signatures must be in ink.

Identifying File No. _____

FINANCING STATEMENT

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

NAME OF DEBTOR

ADDRESS OF DEBTOR

NORTHWARD CORP
PASADENA 4A RENTALS

8004 JUMPERS HOLE ROAD
PASADENA, MARYLAND 21122

NAME OF SECURED PARTY

ADDRESS OF SECURED PARTY

JOHN DEERE COMPANY

Court Street and Deere Road (Box 4949)
Syracuse, New York 13221

Mail to _____

This Financing Statement covers the following types of property:

RECORD FEE 11.00
POSTAGE .50
#13832 0777 002 108:51
FEB 4 86

1. Inventory (including in each case items acquired after the date of this Statement) consisting of:
 - a. New and used outdoor powered and non-powered machinery and equipment of all kinds suitable for recreational, agricultural, or commercial use, or for use in the development and maintenance of drive and walkways, lawns, gardens, parks, farmland, construction sites and the like, including but not limited to mowing, snow removal, sweeping, lawn care, trimming, soil preparation, seeding, cultivation, harvesting, earthmoving, tree cutting, digging, materials handling, and gardening, which have been sold to Debtor or financed for Debtor by Secured Party.
 - b. Implements, accessories, attachments, components, and repair and replacement parts usable with or in any of the above.
 - c. Clothing and clothing accessories which have been sold to Debtor or financed for Debtor by Secured Party.
2. Accounts, insurance proceeds, or contract rights owed to the Debtor by any company affiliated with Secured Party or engaged in the business of distributing John Deere products.
3. Proceeds of the above collateral are also covered.

This Financing Statement is not to be recorded among the Land Records.

The transaction covered by this Financing Statement is not taxable under the provisions of Section 277, Article 81, Maryland Code (1957), as amended.

Signature(s) of Debtor(s)

Signature of Secured Party

Northward Corp / Pasadena 4A Rental
NORTHWARD CORP / PASADENA 4A RENTAL

JOHN DEERE COMPANY

Reese W Diggs, Jr
REESE W DIGGS, JR / PRESIDENT

Robert P Murphy
By ROBERT P MURPHY, ADMINISTRATOR,
FINANCIAL SERVICES

1153

MP

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -4 AM 10:01

E. AUBREY COLLISON
CLERK

11.50

LIBER - 494 PAGE 360

260231

FINANCING STATEMENT FORM UCC-1 Identifying File No. _____

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

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

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

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

1. DEBTOR

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

2. SECURED PARTY

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

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)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated June 11, 1985, schedule #06 dated January 3, 1986, between Assignor as Lessor and LEASE ACCOUNT #581160 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 1/9/86, between Assignor and Assignee:

- 1 (one) Hantscho Mark VI-A Web fed Lithographic Perfecting Press including all related accessories.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

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 the Anne Arundel County

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -4 AM 10:01

E. AUBREY COLLISON
CLERK

TDWTRPUB

1100
50

RECORD FEE 11.00
POSTAGE 50
#13833 0777 102 108:52
FEB 4 86

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251701

RECORDED IN LIBER 472 FOLIO 398 ON 4/6/84 (DATE)

1. DEBTOR

Name Annapolis 4A Rentals & Sales
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Co.
Address PO Box 4949, Syracuse, NY 13221

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other: Termination. Includes checkboxes and descriptive text for each option.

RECORD FEE 10.00
POSTAGE .50
#13834 1777 RD2 TOR:53
FEB 4 86

John Deere Co.

Dated January 30, 1986

Handwritten signature of R.W. Edwards

(Signature of Secured Party)

R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -4 AM 10:01

E. AUBREY COLLISON
CLERK

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 831-7 U.C. 1/79

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

This Statement refers to original Financing Statement, Identifying File No. I.D. 236196 recorded in
Liber 433 Folio 55 on Jan. 8, 1981 (Date).

1. DEBTOR(S):

Name(s) Kalbro Corp., Airport Investment Bldg.

Address(es) 793 Elk Ridge Landing RD. Suite B-104, Baltimore MD
21240

2. SECURED PARTY:

Name First Penna. Bank N.A.

Address 3020 Market St., 2nd Fl., Phila., PA 19101

Mail to

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

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

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

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

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

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

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

8.

9. SIGNATURES.

Thomas M. Canning
Thomas M. Canning, Assist. Secy.

SECURED PARTY

First Penna. Bank N.A.

By John K. Price
John K. Price, AVP

(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.

10⁰⁰ 50

RECEIVED FOR RECORD
CIRCUIT COURT, D.A. COUNTY

1986 FEB -4 AM 10:01

E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE .50
#13836 0777 102 108:54
FEB 4 86

11.00

260202

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated Jan. 22, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B&C PAVING, INC.
Address 13909 Old Stage Road, Mitchellville, Md. 20716

2. SECURED PARTY

Name INGERSOLL RAND EQUIPMENT SALES
Address 5681 Main St., P.O. Box 7464, Elkridge, Md. 21227

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 - Ingersoll Rand Model DA28 Vibratory Roller, SN 5392
 - 1 - Lee-Boy L1000ST Paver, SN 1001R
- and all attachments and accessories thereto.

RECORD FEE 11.00
POSTAGE 50
#13037 0777 402 100:55
FEB 4 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)

B & C PAVING, INC.
Sharon L. Coleman Sec Treas
(Signature of Debtor) (Title)

SHARON L. COLEMAN
Type or Print Above Signature on Above Line
(Signature of Debtor)

INGERSOLL RAND EQUIPMENT SALES

Bradley W. Berger
(Signature of Secured Party)

Bradley W. Berger, Office Mgr.
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1986 FEB -4 AM 10:01
E. AUBREY COLLISON
CLERK

~~63-01-V-EC-111-1986~~



FINANCING STATEMENT

260233

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

Robert W. Rountree
Brenda J. Rountree

Chesapeake Mobile Court # 29
Ridge-Chapel Road
Hanover, Maryland 21076

RECORDING FEE 12.00
POSTAGE .50
#13343 0777 102 109:06
FEB 4 86

SECURED PARTY

Mail to THE BANK OF BALTIMORE
(Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21201

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

1986 Imperial Homes, Regal Print 418, Mobile Home
70 X 14, Serial # IH861144

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

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

Debtor

Secured Party

Robert W. Rountree
ROBERT W. ROUNTREE

THE BANK OF BALTIMORE

Brenda J. Rountree
BRENDA J. ROUNTREE

BY S. M. Callahan

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

PCS 0847

12.00
50

RECEIVED FOR RECORD
HARVARD COUNTY, MARYLAND
1986 FEB -4 AM 10:02
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

Not Subject to Recordation Tax

260201

<u>Name of Debtor</u>	<u>Mailing Address</u>
Michael and Linda Harris	Chesapeake Mobile Court, #119 Chapel Ridge Road Hanover, MD 21076

SECURED PARTY

Mail to THE BANK OF BALTIMORE ADDRESS: BALTIMORE AND CHARLES STREETS
(Assignee) BALTIMORE, MARYLAND 21203

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

1986 Liberty 56x14, Serial #08 L 56925, Model-Supra, G45602 ZFBCK

RECORD FEE 12.00
POSTAGE 1.00
STAMP 0777 002 109:04
FEB 4 86

1200
50

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

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

Debtor

Secured Party

Michael S. Harris
MICHAEL S. HARRIS
Linda S. Harris
LINDA S. HARRIS

THE BANK OF BALTIMORE
BY Ms. C. Haland

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

PCS0847

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 FEB -4 AM 10:02
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

260205

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Charles Howard Sharon Howard	J&J Mobile Home Park 1610 Annapolis Rd. Odenton, Md. 21113

AA Co

SECURED PARTY

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

Mail to
1250

- This Financing Statement covers the following types (or items) of property (the collateral).
1 1978 Used Concord 46 x 12 serial 5897
- Proceeds and products of the collateral are also specifically covered.
- Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORD FEE 12.00
POSTAGE .50
#13848 0777 002 109:06
FEB 4 86

Debtor	Secured Party
<u>✓ Charles Howard</u> CHARLES HOWARD	THE BANK OF BALTIMORE
<u>xx Sharon N. Howard</u> SHARON HOWARD	BY <u>St. C. Geland</u>

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

PCS0847

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1986 FEB -4 AM 10:02
E. AUBREY COLLISON
CLERK

260233

Not Subject to Recordation Tax

Name of Debtor

Mailing Address

BK Allen Erhardt

Chesapeake Mobile Home Court, #29
Ridge Chapel Road
Hanover, MD 21076

11.00
50

SECURED PARTY

THE SAVINGS BANK OF BALTIMORE
Mail to (Assignee)

Address: BALTIMORE AND CHARLES STREETS
BALTIMORE, MARYLAND 21203

1. This financing Statement covers the following types (or items) of property (the collateral).
1984 Mobile Home Liberty, 70x14, Serial #54544, 3 Bedrooms, Brown/Creme in Color, Model Supra
2. Proceeds and products of the collateral are also specifically covered.
3. Mr. Clerk: Mail instrument to secured party named above at the address stated.

RECORDATION FEE 11.00
POSTAGE 50
413039 6777 102 109:07
FEB 4 86

Debtor

Secured Party

x BK Allen Erhardt
BK ALLEN ERHARDT

THE SAVINGS BANK OF BALTIMORE

BY E. A. Aubrey Collison

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

PCS 0847

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1986 FEB -4 AM 10:02

E. AUBREY COLLISON
CLERK

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

1. Debtor(s) (Last Name First) and address(es) Dr. Glenn Robbins 714 Ticonderoga Drive Severna Park, Md. 21146 614 TOWER BANK RD,	2. Secured Party(ies) and address(es) General Electric Co. - MRD P.O. Box 4176 Fort Ave. Lynchburg, VA, 24502	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE 50 #13877 0777 R02 109:37 FEB 4 86
4. This statement refers to original Financing Statement bearing File No. <u>Liber 426 Page 67 232855</u> Filed with <u>Clerk Circuit Court Anne Arundel County</u> Date Filed <u>Jun 6 80</u>		

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

10. 1 - YC55REXX88a RCC Mobile Phone Assignee of Secured Party:
2-way radio equip. #906930 Gen. Elec. Credit Corp. of TN
 10227 Wincopin Cl. Suite 301
 Columbia, MD, 21044

By: Dr. Glenn Robbins Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 By: Judith Risher Signature(s) of Secured Party(ies)
 (1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

RECEIVED FILE RECORD
 CIRCUIT COURT ANN ARUNDEL COUNTY
 1986 FEB -4 AM 10:04
 E AUBREY COLLISON
 CLERK

LIBER - 494 PAGE 369

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) Canike, Anthony C. Canike, Heather O 463 York Road New Hope, PA 18938	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE 50 #13882 0777 002 109:39 FEB 4 86
4. This statement refers to original Financing Statement bearing File No. <u>468-278</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>12/9</u> 19 <u>83</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

28LC1

No. of additional Sheets presented: _____

BERKELEY FEDERAL SAVINGS & LOAN

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

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

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1986 FEB -4 AM 10:04
 E. AUBREY COLLISON
 CLERK

FINANCING STATEMENT

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

5. Debtor(s) Name(s) Address(es)
RECEP EROL, M.D. 325 Hospital Drive
 Glen Burnie, Maryland 21061

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

RECORD FEE 13.00
 POSTAGE .50
 #17884 0777 R02 T09:41
 FEB 4 86

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
Recep Erol (Seal) _____ (Seal)
Recep Erol, M.D.
 _____ (Seal) _____ (Seal)

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

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

1300

MP

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1986 FEB -4 AM 10:04

E. AUBREY COLLISON
 CLERK

SCHEDULE A

LIBER - 494 PAGE 371

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association and Recep Erol, M.D.

Section F - cont.

<u>Description</u>	<u>Serial Number</u>
IREX 2/D and M/Mode Echo Cardiograph	41M19756
IREX Transducer	41M24206

Recep Erol (SEAL)
Recep Erol, M.D.

QUOTATION

DEVICES FOR MEDICINE INC.
3251 Old Lee Highway
FAIRFAX, VIRGINIA 22030

(703) 385-0447

LIBER - 494 PAGE 372

PLEASE INDICATE THE ABOVE NUMBER WHEN ORDERING

Recep Erol, M.D.
375 Hospital Drive
Glen Burnie, MD 21061

QUOTATION DATE 11/11/95	SALESPERSON Jeff Povey
INQUIRY DATE	INQUIRY NUMBER (201) 789-7700

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1 ea	IBEX PS PORTABLE ECHOCARDIOGRAPH A portable 2-D and M-Mode echocardiograph complete with 2.8 MHz transducer and cart Serial # 41M19756 Serial # 41M 24206	2,000.00	2,000.00
1 ea	PANASONIC MODEL AG-2208 VIDEO CASSETTE RECORDER Serial # C5HG 00539	200.00	200.00
1 ea	MITSUBISHI THERMAL PRINTER Serial # P50U009584	600.00	600.00
	System Total		\$26,300.00
	Less Deposit (Received 11/7/95)		-2,430.00
	BALANCE DUE		\$21,870.00

PRICE INCLUDES:

- One Year Warranty Parts and Labor.
- Installation & Instruction to Personnel.

***PAYMENT TERMS:**

Balance Due Net 30 Days After Delivery

Mail to Equitable Bank

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECT TO THE CONDITIONS PRINTED ON REVERSE SIDE, AND IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

Jeff Povey ACCEPTED Recep Erol DATE _____

ACCEPTANCE

Thank You!

NOT SUBJECT TO RECORDATION TAX

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented	3. Bank Note No.
1. Debtor(s) (Last Name First) and Address(es): Lipan Springs Development Corp. 300 W. 5th Street, #1130 Austin, Tx 78701	2. Secured Party(ies) Name(s) And Address(es):  CAPITAL BANK N.A. 815 Connecticut Avenue, N.W. Washington, D.C. 20006	4. For Filing Officer: Date, Time, File No., Filing Office: RECORD FEE 10.00 POSTAGE .50 #13096 0777 102 109:43 FEB 4 86	
5. This statement refers to original Financing Statement bearing File No. <u>487-219</u> Filed with <u>Circuit Court-Anne Arundel Co.</u> Date Filed <u>June 20</u> 19 <u>85</u>			
6. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing file number shown above is still effective. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment or a statement by the secured party of record that he has assigned the security interest to the signer of the termination statement.)			
7. <input type="checkbox"/> Termination. The secured party of record that he has assigned the security interest to the signer of the termination statement.)			
8. <input checked="" type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 11 have been assigned to the assignee whose name and address appear in Item 11.			
9. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in Item 11.			
10. <input type="checkbox"/> Release. Secured party releases the collateral described in Item 11 from the financing statement bearing file number shown above.			

11.
SEVERN COMPANIES, INC.
410 Severn Avenue
Annapolis, MD 21403

12. Signatures:
By _____ Debtor(s) (necessary only if Item 9 is applicable.)
By Gene Fischgrund Secured Party(ies)
Gene Fischgrund
Vice President

FINANCING STATEMENT CHANGE

FORM #B.44

UCC 3

1000
50



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CIRCUIT COURT - ANNE ARUNDEL COUNTY
1986 FEB -4 AM 10:04
E. AUBREY COLLISON
CLERK

LIBER - 494 PAGE 374

RECORD FEE 11.00
#24213 6237 701 110444
FEB 4 86

260207



4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented
1. XXXXXXXXXXXXXXXXXXXX Lessee THE STOP & SHOP COMPANIES, INC. 1776 HERITAGE DRIVE QUINCY, MA 02169	2. XXXXXXXXXXXXXXXXXXXX Lessor AMCOMP CORPORATION EXCHANGE PLACE BOSTON, MA 02109	3. For Filing Officer (Date, Time, Number, and Filing Office)

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

All Equipment (See attached) leased to the above named Lessee under Lease No. 8103MAP811 dated as of March 20, 1981, as amended, solely as it relates to the below listed Rental Schedule(s) and all proceeds, (including insurance proceeds). This filing is made for informational purposes only as this is a Lease.

"Not Subject to Recordation Tax - Notification Statements Only"

Rental Schedule F-28

ASSIGNEE: Nationwide Life Insurance Company
One Nationwide Plaza
Columbus, OH 43216

Products of Collateral are also covered.

Filed With: Anne Arundel County Clerk, Annapolis, MD

Whichever is Applicable (See Instruction Number 9)	THE STOP & SHOP COMPANIES, INC. By: XXXXXXXXXXXXXXXXXXXX Lessee	AMCOMP CORPORATION XXXXXXXXXXXXXXXXXXXX Lessor
--	--	--

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 FEB -4 AM 11:00
M. E. AUBREY COLLISON
CLERK



UCC ATTACHMENT

LIBER - 494 PAGE 375

Lessee
THE STOP & SHOP COMPANIES, INC.
1776 HERITAGE DRIVE
QUINCY, MA 02169

Lessor
AMCOMP CORPORATION
EXCHANGE PLACE
BOSTON, MA 02109

Filed with: Anne Arundel County Clerk, Annapolis, MD

Rental Schedule F-28

Qty	Description	Model Number	Serial Number	Equipment Location	Accept Date	Accept Number
1	INTERNATIONAL BUSINESS MACHINES CORP. #E851143 3161 120 ASCII Display Station Y6008			Bradlees #80-574 6716 Gov Ritchie Hwy Glen Burnie, MD 21061	12/30/85	F-204
1	INTERNATIONAL BUSINESS MACHINES CORP. #E851144 4975 021 Printer		32241			
1	INTERNATIONAL BUSINESS MACHINES CORP. #E851145 4956 E60 Processor		25849			
	EQUIPMENT COST:		\$25,742.00			

Mail to Amcomp Corp

FINANCING STATEMENT FORM UCC-1

Identifying File No. 260292

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

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

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

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

1. DEBTOR

Name Jerome Tucker, T/A Tucker's Exxon
Address 11 West Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Ken Warner
Address 4316 Pennbrook Court, West River, Maryland 20778

RECORD FEE 12.00
POSTAGE 1.00
413892 0345 002 710-27
FEB 4 '86

Mail to ~~Snap On Tools, Corporation, 7267 Park Circle, Hanover, Maryland 21076~~
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

- A/C Charge Station AC52C #40432AC MT-406 #23425
- Drive On Rack WA350 #0186 KR-465 #1446658
- Air Jack GA357 MT-460 #4424
- Wheel Balancer WB100 #5-4111085
- Roll Cab KRA380 #2204013
- Tool Set With Box 6200BGSB
- Tool Box KR550 #1839304
- Tool Box KR555 #1887141
- Master Analyzer MT-4666A
- MT-665 #7828740
- MT-497 #2415805

CHECK THE LINES WHICH APPLY

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

1200 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jerome L. Tucker
(Signature of Debtor)

Jerome L. Tucker
Type or Print Above Signature on Above Line

Jerome L. Tucker
(Signature of Debtor)

Jerome L. Tucker
Type or Print Above Signature on Above Line

Kenneth M. Warner
(Signature of Secured Party)

Kenneth M. Warner
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1986 FEB -4 AM 11:34

E. AUBREY COLLISON
CLERK

12.00
50

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE**
FORM NO. 207-126 Rev. 2-84

LIBER - 494 PAGE 377

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. 236374 recorded in

Liber 433, Folio 347 on 1/23/81 at Circuit Ct., A.A. County
Date Location

1. DEBTOR(S):
Name(s) Four Seasons Flowers and Gifts, Inc.
Address(es) Store #20 Severna Park Mall, Severna Park, MD 21146

2. SECURED PARTY:
Name Maryland National Bank
Address Church Circle
Annapolis, Maryland 21401

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

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

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

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

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

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

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

8. Beverly M. Mariano and Louis S. Mariano
c/o Blitz & Frank Attorneys at Law
9505 Reisterstown Road, Suite 204N
Owings Mills, Maryland 21117

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By Molly M. Carmody
Molly M. Carmody, Asst Commercial Counsel
(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.

After recording return to:
Blitz & Frank Attorneys at Law
9505 Reisterstown Road, Suite 204N
Owings Mills, Maryland 21117

Mail to _____

U.S. CLERK
1986 FEB -4 AM 11:34
E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE 50
31-1002 1145 802 110:25
FEB 4 86

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

Roll No. 72 Page No. 297
Identification No. 34501 Dated Sept. 16, 1966

1. Debtor(s) { Norman Earl Brown
Name or Names - Print or Type
13 Housley Road, Anne Arundel County, Maryland
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) December 1, 1985

4. Check Applicable Statement:

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

RECORD FEE 10.00
POSTAGE .50
#24238 0237 AM 11:01
FEB 4 1986

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 14th day of January 1986

WITNESS:

BY: WYE MORTGAGE CORPORATION

Hilda M. Penny
Hilda M. Penny

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.)

ALLAN BROWN
2565 HOUSLEY RD.
ANNAPOLIS, Md. 21401
Mail to _____

mp
RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1986 FEB -4 PM 12:03
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Trans-American Leasing Corporation

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard Street

Baltimore, 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 June 11, 1985, Schedule # 02, dated Aug. 1, 1985 between Assignor as Lessor and LEASE ACCOUNT # 581160 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 1/24/86 between Assignor and Assignee:

- 1 (one) New Harris Model RS10 Compensating Counter Stacker to include: Caster mounting/adjustable infeed/delivery table/drive package/complete factory wiring/connections to existing McCain 3 knife and 445 trimmer also 4th & 5th knife kit. Machine #85-359

CHECK THE LINES WHICH APPLY

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

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

RECORD FEE 11.00
POSTAGE .50
424270 0237 R01 T13:4 J
FEB 4 86

(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, Sr. V.P.
Type or Print Above Name on Above Line

Filed with the county of Anne Arundel.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -4 PM 1:54

E. AUBREY COLLISON
CLERK

260231

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to 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

Mail to

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 June 11, 1985, Schedule # 03, dated 10/11/85 between Assignor as Lessor and LEASE ACCOUNT # 581160 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 1/24/86 between Assignor and Assignee:

- 1 (one) Computer System w/ 1 (one) MicroVax II CPU S/N BT00853, 7 (seven) Prowriter Printers S/N's 301572, 301530, 301324, 301099, 301824, 301826, 301528, 7 (seven) Visual 60's CRT's S/N's 9484, 9472, 9490, 9702, 9513, 9925, 15868, 1 (one) Electro Vector Power Supply S/N 1011, 1 (one) Modem S/N 507741, 1 (one) LA120 Decwriter Printer S/N WF32673, Inventory, Accounting, PREM Package, PC Connection, Order Entry-Sales Analysis

CHECK THE LINES WHICH APPLY

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

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

RECORD FEE 11.00
POSTAGE .50
#24271 0237 R01 T13:4.3
FEB 4 1986

(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, Sr. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -4 PM 1:54

E. AUBREY COLLISON
CLERK

TDWTR/PUB

11.00

260235

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Trans-American Leasing Corporation

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard Street
Baltimore, 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 Jan. 15, 1986, Schedule #01, dated N/A between Assignor as Lessor and LEASE ACCOUNT #BS-5000 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 1/24/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

RECORDING FEE 11.00
POSTAGE .50
#24272 0237 001 113143
FEB 4 1986

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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,
CIRCUIT COURT, A.A. COUNTY

1986 FEB -4 PM 1:56

E. AUBREY COLLISON
CLERK

11-20-86

REGWOR

EQUIPMENT LIST

LIBER - 494 PAGE 382

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4 (four)	Shampoo Chairs
1 (one)	Spec. Reception Desk
1 (one)	48" Retail Display Facial
8 (eight)	Cascade Stylers
8 (eight)	Princess Chairs
4 (four)	Super Hair Dryers w/smoked hoods
4 (four)	BD225 Dryer Chair Combo
1 (one)	Recover Existing 4-Station Shampoo Bulkhead
4 (four)	Jeffco 9300
1 (one)	Manicure Table
2 (two)	2813 Stools w/Back
8 (eight)	36" Round Mirrors

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE:

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

TITLE:

Mail to

Baltimore Fed.

260236

LIBER - 494 PAGE 383

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 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 Nov. 6, 1985, Schedule #10, dated 12/13/85 between Assignor as Lessor and LEASE ACCOUNT # 586011 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 1/24/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

RECORDED FEE 11.00
POSTAGE .50
#24273 6237 101 713:43
FEB 4 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)

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.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

11:00 1986 FEB -4 PM 1:54
50 E. AUBREY COLLISON
CLERK

ALLCOR

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Log E Model MD 460 Camera
1 (one)	AGFA-GEVAERT Model CP 380 Processor
1 (one)	ARKAY Model WSP 30 X 60 Sink W/K200 DS Faucet
1 (one)	NU-ARC Model VLT18F Light Table
1 (one)	NU-ARC Model CP 250 Point Source Light
1 (one)	Bichrome Model 16 X 20 Complete Vacume Easel
1 (one)	OMEGA Model CS-50 #480-701 Timer
1 (one)	OMEGA # 423-404 35mm Negative Carrier
1 (one)	OMEGA # 423-405 2 X 2 Mounted Negative Carrier
1 (one)	Microsight Grain Focusing Magnifier
1 (one)	ELNIKKOR 50mm F-4.0 Enlarging Lens
1 (one)	Saunders 11X14 Adjustable Master Easel
3 (three)	NU-ARC Model DLB 132 Safe Lights
2 (two)	GRALAB Model 300 Timers
1 (one)	OMEGA Model C760 #403-630 Enlarger
1 (one)	OMEGA #430-730 Voltage Stabalizer

BALTIMORE FEDERAL FINACIAL, F.S.A.

BY: [Signature]
TITLE: SVP

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]
TITLE: [Signature]

Mail to Balto Fed Fin

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 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 Nov. 6, 1985, Schedule # 09, dated Dec. 13, 1985 between Assignor as Lessor and LEASE ACCOUNT # 586011 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 1/24/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

RECORD FEE 11.00
POSTAGE .50
#24274 0237 001 113:44
FEB 4 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)

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.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -4 PM 1:54

E. AUBREY COLLISON
CLERK

ALLCOR

Allen Corporation of America

Schedule 09

LIBER - 494 PAGE 366
EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4 (four)	IBM PC II S/N 1643247, 1760663 and 1749596 w/ 256 KB, CDC Drives, AM DEC 310 A Amber Monitors S/N 5452242, Quadrum Multi function board w/384 KB and software, Hercules Graphics Card and software Hayes 1200 B Internal Modem w/software.
2 (two)	Toshiba P351 Printers S/N ZC12915, ZC13057 with tractors S/N's 05526499, 06532625
2 (two)	4 X 1 Switch Boxes w/cables
4 (four)	Surge Protectors

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. [Signature]*

TITLE: *SAVP*

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: *[Signature]*

TITLE: *SVP*

Mail to *Balto Fed Fin*

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

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

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 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 November 6, 1985 Schedule # 08, dated 11/12/85 between Assignor as Lessor and LEASE ACCOUNT # 586011 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 1/24/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

RECORD FEE 17.00
POSTAGE .50
REC'D FEB 03 101 113:40
FEB 4 1986

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY

1986 FEB -4 PM 1:54

E. AUBREY COLLISON
CLERK

13-3

ALLCOR

EQUIPMENT LIST

LIBER - 494 PAGE 388

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Sony VPM722Q Projector
1 (one)	Sony PSS722 Ceiling Mount
1 (one)	Sony CCQ-10AR Extension Cord
1 (one)	Panasonic CT-BOV S/N EC5210458
4 (four)	Panasonic PV-1730 1/2" VHS S/N's B55A31870, B55A31570, K45A63322, B55A31545
5 (five)	Sanyo VM-4509 9" Video Monitor S/N's 29122719, 29123034, 29122577, 29123035, 29122723
100	JVC T-120
1 (one)	Cable Package
1 (one)	IBM XT 256K
1 (one)	Quadram 64K Quadboard
5 (five)	64K Memory Module
1 (one)	Hercules Color Card
1 (one)	IBM Color Display
1 (one)	IBM Color Printer 200CPS
1 (one)	NEC 3550 Printer
1 (one)	Hayes 1200 Smart Modem Plus
2 (two)	IBM Paralel Cables
2 (two)	Maynard Teac 1/2 Height Drive
1 (one)	IBM PC 256K 2 Drive System
1 (one)	Idea 384K Memory Board S,P,C
1 (one)	Hercules Mono. Graphics Brd.
1 (one)	Amdek 12" Amber Phosphor 310
1 (one)	Hayes 1200 Smart Modem Plus
1 (one)	Personal Comp W/256K 200
1 (one)	Color Graphics Monitor Adap.
1 (one)	IBM Color Display
1 (one)	384K Six Pack
1 (one)	DOS 2.1
1 (one)	Draper Lumaletric 84X84 Matte White Scrn.
2 (two)	Kodak Ektagraphic III A Slide Projectors
2 (two)	Navitar GWZ70125-2 3/4"-5" Zoom Lenses
1 (one)	Chief MSU20 Projector Stacker Unit
1 (one)	DaLite Cosmopolitan 70X70 Matte White Scrn.
1 (one)	Sharp, RD688A/V Portable Cassette Unit
1 (one)	Toa TA30RZ Reciever Amplifier
4 (four)	Toa PC671RV Ceiling Speakers
1 (one)	Shure SM67 Microphone Mixer
2 (two)	Shure SM90 Condenser Microphones
1 (one)	Telex FRM-50 Wireless Microphone
2 (two)	Oravisual L350 Table Top Lecturns
1 (one)	AMX tx-16 Transmitter
1 (one)	AMX SX-16 Relay Controller
4 (four)	AMX PC-1 A.C. on-off Control Units
1 (one)	AMX VX-15 Remote Volume Control
1 (one)	AMX SC-15 Remote Electric Screen Control
1 (one)	AMX SX-RX Relay Rac- mount kit

Handwritten mark: "May to" with a diagonal line pointing upwards and to the right.

TRANS-AMERICAN LEASING CORPORATION

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: *Frank J. [Signature]*
 TITLE: *BAVP*

BY: *[Signature]*
 TITLE: *SVP*



ALLEN CORPORATION OF AMERICA

SCHEDULE 08

EQUIPMENT LIST

QUANTITY

DESCRIPTION

LIBER - 494 PAGE 389

1 (one)	Luxor SS403 Equipment Cart
2 (two)	Mayer Magna Slick Boards 5' X 8' in Beige w/silver frame
1 (one)	Mayer Magna Slick Board 5' X 10' in Beige w/ silver frame
3 (three)	Mayer 36" Chalk/Chart Holders

TRANS-AMERICAN LEASING CORPORATION

BY: *[Signature]*

TITLE: *[Signature]*

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: *[Signature]*

TITLE: *SSP*

Mail to Balto Fed Fin

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200200

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 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 November 6, 1985, Schedule #05, dated 11/12/85 between Assignor as Lessor and LEASE ACCOUNT # 586011 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 Jan. 24, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

RECORD FEE 11.00
POSTAGE .50
#24278 0237 001 71345
FEB 4 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)
TRANS-AMERICAN LEASING CORPORATION

(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, Sr. V.P.
Type or Print Above Name on Above Line

Filed with

RECEIVED FOR RECORD
COURT, BALTIMORE COUNTY
1986 FEB -4 PM 1:54
E. AUBREY COLLISON
CLERK

ALL COR

EQUIPMENT LIST

QUANTITY

DESCRIPTION

LIBER - 494 PAGE 351

1 (one)	VDO Pak B1200
1 (one)	JVC CR8250 3/4" Editor S/N 13012879
1 (one)	Sony VPR 722 Remote Control
1 (one)	Anvil Case RCMA NV8420 - NVV410
1 (one)	Panasonic NV8420 VCR S/N J4HB00579
1 (one)	Panasonic NBV59 Power Supply
1 (one)	JVC CX60 US

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: FVP

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: SVP

Mail to Balto Fed. Financial

FINANCING STATEMENT FORM UCC-1

Identifying File No. 260300

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 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 November 6, 1985 Schedule # 04, dated 11/12/85 between Assignor as Lessor and LEASE ACCOUNT # 586011 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 1/24/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

RECORD FEE 11.00
POSTAGE .50
#24277 0237 R01 113:45
FEB 4 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)

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

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 FEB -4 PM 11:54
E. AUBREY COLLISON
CLERK

1120

ALLCOR

EQUIPMENT LIST

LIBER - 494 PAGE 393

<u>QUANTITY</u>	<u>DESCRIPTION</u>
10 (ten)	WRG Merlin/FQPL/STDN
7 (seven)	Merlin 5BUTVOICE TM
2 (two)	Merlin 10BUTVOICE T
1 (one)	Merlin 34 But DLX VT
1 (one)	MerlinFeat Cart 2
1 (one)	Merlin 4-LN/10 TML CU
2 (two)	3161-172 Merlin 10BUT Voice T
1 (one)	6110-CU1 Merlin 4-LN/10 TML CU
7 (seven)	3160-111 Merlin 5 BUT Voice TM
10 (ten)	2772-MAS WRG/Merlin/FQPL/STDN
1 (one)	162-417 Merlin 34 BUT DLX VT
1 (one)	6104-FC2 Merlin Feat Cart 2
1 (one)	Merlin Man T/R MOD
1 (one)	Wire
7 (seven)	Merlin 5 BUT Voice TM
1 (one)	Merlin 820 (2LN/5TML)
3 (three)	Merlin 2LN/5 TMC EXP
7 (seven)	3160-111 Merlin 5 BUT Voice TM
1 (one)	6120-CUI Merlin 820 (2LN/5TML)
3 (three)	61219 Merlin 2LN/5TML EXP
1 (one)	Merlin 4-LN/10TML CU
1 (one)	J&M Radius Desk
1 (one)	J&M Radius Lateral File
1 (one)	C.W. Exec. High Back
2 (two)	Roll Away Table/Typing Stand
2 (two)	72" Storage Cabinet
2 (two)	O'Sullivan Soft Teck Workstation
1 (one)	J&M Secretarial Light
8 (eight)	4 Drawer Letter Size Files
7 (seven)	IBM PC, 256K, Keyboard & Controller
7 (seven)	Dual Teac 1/2 Height
8 (eight)	Monochrome/ Printer Adapter
8 (eight)	Amdek 310A
1 (one)	AST 6pak T (384K)
1 (one)	IBM BC/AT W/512K, 1.2MB, Parallel
1 (one)	Mountain 27 MBYTC Tape
1 (one)	Multimate
1 (one)	EPSON FX 800 Printer
1 (one)	Parallel Printer Cable
1 (one)	J&M Radius Credenza

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: [Signature]

BALTIMORE FEDERAL FINANCIAL. F.S.A

BY: [Signature]

TITLE: SVP

Mail to Balto Fed Fin

FINANCING STATEMENT FORM UCC-1

Identifying File No. 260301

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 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 November 6, 1985 Schedule # 03, dated 11/12/85 between Assignor as Lessor and LEASE ACCOUNT # 586011 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 1/24/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

RECORD FEE 11.00
POSTAGE .50
#24278 0237 201 71345
FEB 4 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)
TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarto, III.
(Signature of Debtor)
Frank J. Sarto, 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.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 FEB -4 PM 1:54
E. AUBREY COLLISON
CLERK

16⁰⁰ - 5⁰⁰

ALLCOR

ALLEN CORPORATION OF AMERICA

SCHEDULE 03

EQUIPMENT LIST LIBER - 494 PAGE 395

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	PC-S2-2 256K Dual Diskette Drive CPU S/N YB5147
1 (one)	Char Comp Card PM101
1 (one)	Wang Monochrome Monitor S/N YA6313
1 (one)	PC Integrated Word Processing AS002-2
1 (one)	Single board local communicati PM141-VS
1 (one)	2780-3780-WPS Option For PC
1 (one)	160CPS 132 COL Draft M PTR S/N YJ1679

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE:

BALTIMORE FEDERAL FINANCIAL F.S.A

BY:

TITLE:

Mail to

Balto Fed Fin.

LIBER - 494 PAGE 336

FINANCING STATEMENT FORM UCC-1

Identifying File No. 260302

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 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 November 6, 1985, Schedule # 02, dated November 12, 1985, between Assignor as Lessor and LEASE ACCOUNT # 586011 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 1/24/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

RECORD FEE 11.00
POSTAGE .50
#4277 0257 RD1 113446
FEB 4 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)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro

(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, Sr.V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -4 PM 1:54

E. AUBREY COLLISON
CLERK

T/A AL CORP.

EQUIPMENT LIST

LIBER - 494 PAGE 397

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Quietwriter Printer
1 (one)	Quietwriter Sheet Feeder
1 (one)	Quietwriter Tractor
1 (one)	Parallel Printer Cable
2 (two)	Monochrome Printer Adapter
2 (two)	IBM PC, 256K, Keyboard, Controller
2 (two)	Dual Teac 1/2 Height Floppy
2 (two)	Amdek 310A Monitors
1 (one)	Parallel Printer Label
1 (one)	Epson FX 80
3 (three)	IBM PC, 256K Keyboard Controller
3 (three)	Dual Teac 1/2 Height
3 (three)	Monochrome Printer Adapter
3 (three)	Amdek 310A Monitors
4 (four)	IBM PC, 256K, Keyboard and Controllers
3 (three)	Dual Teac 1/2 Height Floppy Drives
1 (one)	Dual Full Height Drives
5 (five)	Monochrome Monitor/Printers
1 (one)	Paradise MGC Graphics Board
1 (one)	Paradise Parallel A Module
6 (six)	Monochrome Monitor
2 (two)	IBM PC/AT 512K 1.2MBYTE Floppy
2 (two)	Mountain 27 MBYTE Tape
2 (two)	Quietwriter Printers
2 (two)	Quietwriter Sheet Feeders
2 (two)	Quietwriter Tractors
2 (two)	Parallel Printer Cables
3 (three)	3 com Etherlink Boards
2 (two)	3 Com Etherstart Rom
1 (one)	Terminator Kit
2 (two)	IBM PC, 256K, Keyboard & Controller S/N 1251034, 1261586
2 (two)	Dual Teac 1/2 Height Floppy S/N 1004403, 1004404
2 (two)	Monochrome Monitor/Printer Adap.
2 (two)	Amalek 310A Monitors S/N 5092975, 5093374
1 (one)	6 Pak (384K)

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. [Signature]

TITLE: Bx VP

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: SVP

Mail to Balto. Fed Financial

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to 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 Buenie, 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 November 6, 1986 Schedule # 01, dated November 12, 1986, between Assignor as Lessor and LEASE ACCOUNT # 586011 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 1/24/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 11.00
POSTAGE .50
#24280 0237 001 713146
FEB 4 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)

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

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CIRCUIT COURT, A.A. COUNTY

1986 FEB -4 PM 1:54

E AUBREY COLLISON
CLERK

11.00
50

T/A/ AL CORP.

LIBER - 494 PAGE 399
EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	AV 4000 S/N 160
1 (one)	DMI W/Conv. DHR S/N 127
1 (one)	3/4 HP Air Compressor - Ermaco
3 (three)	IBM PC w/256K, Keyboard, Controller
6 (six)	Oval Teac 1/2 Height Floppy
3 (three)	Monochrome Printer Adapter
3 (three)	Amdek 310A Monitors
1 (one)	MUltimath W.P.
1 (one)	Display Write 3 W.P.
1 (one)	Epson FX-100
1 (one)	Epson FX-185
2 (two)	Parallel Printer Cables

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. ...*

TITLE: *Rx AP*

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: *[Signature]*

TITLE: *SVP*

Mail to *Balto Fed Fin.*

FINANCING STATEMENT FORM UCC-1

Identifying File No. 260301

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard Street
Baltimore, MD 21202

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)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 10/12/82, Schedule #14, dated 12/14/85 between Assignor as Lessor and LEASE ACCOUNT #101282 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 1/24/86 between Assignor and Assignee:

1 (one) 5381 IBM Computer A29686 Model 6G1 S/N 24140 to AY1

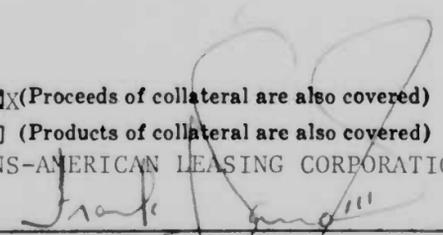
RECORD FEE 11.00
POSTAGE .50
#24281 0037 01113147
FEB 4 86

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)
TRANS-AMERICAN LEASING CORPORATION



(Signature of Debtor)

Frank G. 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, Sr. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

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CIRCUIT COURT, A.A. COUNTY

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E. AUBREY COLLISON
CLERK

EIL

FINANCING STATEMENT FORM UCC-1

Identifying File No. 260305

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard Street

Mail to 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 June 11, 1985, Schedule # 05, dated 12/27/85 between Assignor as Lessor and LEASE ACCOUNT # 581160 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 1/24/86 between Assignor and Assignee:

- 1 (one) Baker 3/4 Wheel Electric Powered Lift Truck Model 30TES Including Battery charger Model #3TE18-1050, Battery Model #18-100-17, and all related accessories.

RECORD FEE 11.00
POSTAGE .50

MD4180 0237 001 113:47
FEB 4 1986

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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. RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB - 3 PM 1:55

E. AUBREY COLLISON
CLERK

TIDPUB

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 Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, 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 June 11, 1985, Schedule # 04, dated 12/26/85 between Assignor as Lessor and LEASE ACCOUNT # 581160 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 1/24/86 between Assignor and Assignee:

- 1 (one) Yale Lift Truck, ERC040JAN36SQ083, S/N N424794, including but not limited to Cascade Pivot Arm S/N 503766P-177, GBC Battery S/N MCO272, Hertner Battery Charger S/N LC6527 and all other related accessories.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

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 RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -4 PM 1:55

E. AUBREY COLLISON
CLERK

RECORDS FEE 11.00
POSTAGE .50
#24283 0237 R01 113:46
FEB 4 1986

TDWT/PUB

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 E. Lombard Street

Baltimore, 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 June 11, 1985, Schedule #01, dated July 1, 1985 between Assignor as Lessor and LEASE ACCOUNT # 581160 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 1/24/86 between Assignor and Assignee:

- 1 (one) Baldwin Stacker Bundler Model 145 Semi-automatic tying right hand unit S/N 14393114
- 1 (one) Polar 115 EMC Paper Cutter w/auto trim retractable side gauge S/N 5431675
- 1 (one) Polar size one Jogger
- 1 (one) P6 AIR Flow System

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

RECORD FEE 11.00
POSTAGE .50

424284 0237 801 713:49
FEB 4 86

- (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, Sr. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1986 FEB -4 PM 1:55

E. AUBREY COLLISON
CLERK

TDWTR/PUB

MP
1100

FINANCING STATEMENT

For Filing Officer Use
File No.
Date &
Hour

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)
(Last Name First)

No.

Street

City

State

LEASING SYSTEMS, INC.

1413 K Street, N.W., Suite 1200, Washington, D.C. 20005

8371 Jumpers Hole Road, Millersville, Md. 21108

Name of Secured Party or assignee

No.

Street

City

State

DISTRICT OF COLUMBIA NATIONAL BANK, WASHINGTON, 1801 K Street, N.W., Washington, D.C. 20006

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All of Debtor's right, title, and interest to the equipment and all accessories or attachments thereto or substitutions thereof whether now existing or hereafter acquired and wherever located, covered by the equipment lease between Debtor and TJM LEASING INC. dated 12/27/85 lease #15495

and to said equipment lease and all contract rights, accounts receivable and proceeds arising therefrom; said equipment including but not limited to 1 60MB Upgrade, 1 7700 DS GBT Display Station, 1 6630 PM Laser Printer w/ terminal

RECORD FEE 11.00
POSTAGE .50
#24337 0237 001 109:37
FEB 5 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 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)

LEASING SYSTEMS, INC. DISTRICT OF COLUMBIA NATIONAL BANK, WASHINGTON (Seal)

BY: [Signature] BY: [Signature] (Corporate, Trade or Firm Name)

Lee E. Nathanson, President George Rivera, Assistant Vice President

(Type or print name under signature)

(Owner, Partner or Officer and Title) (Signatures must be in ink)

RECEIVED RECORD CLERK ANNE ARUNDEL COUNTY

1986 FEB -5 AM 9:39

E. AUBREY COLLISON CLERK

MP

11.50

11.50

RETURN TO: DC National Bank 1801 K Street, N.W. Washington, DC 20006

Mail to

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 41 Page No. 120
Identification No. 26929 Dated Aug. 26, 1965

1. Debtor(s) } Gerald A. Galblum (Trustee) and Irving R. Pressman (Trustee)
Name or Names—Print or Type
- } c/o Irving R. Pressman (Trustee) 1025 Vermont Ave., N.W.
Address—Street No., City-County State Zip Code
Washington, D.C. 20005
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) June 1, 1985
4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> Termination (Indicate whether amendment, termination, etc.)</p>

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 10th day of July 19 85

WITNESS:

BY: WYE MORTGAGE CORPORATION

Sally M. Perry
Sally M. Perry

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 Liber 3380, Folio 606.) Anne A. ...

RECORD FEE 10.00
POSTAGE .50
#24340 0055 801 109:50
1986 FEB -5 AM 9:56
E. AUBREY COLLISON
CLERK

10/51

Mail to Arthur Strussel

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax
Principal amount of debt secured is:

\$360,000.00

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: |
| FOREST PARK PROPERTIES,
a Maryland General
Partnership | c/o Council, Baradel,
Kosmerl & Nolan, P.A.
222 Severn Avenue
Annapolis, Maryland 21403 |
| 2. Secured Party: | Address: |
| MAXIMUM SAVINGS ASSOCIATION | 5530 Wisconsin Ave.
Suite 1250
Chevy Chase, Maryland 20815 |
| 3. Trustee: | |
| J. MARTIN KLINE, JR. and
JILL J. GUIDARA | 5530 Wisconsin Ave.
Suite 1250
Chevy Chase, Maryland 20815 |
| 4. This Financing Statement covers: | |

(a) all of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -5 PM 2:40

E. AUBREY COLLISON
CLERK

FEB 5 86

1300
1350

MP

(b) All of the right, title, interest, claim or demand of the Debtor either at law or in equity in and to all construction contracts, architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(c) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(d) All contracts for the sale of the premises hereinafter described; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.
6. Proceeds of collateral are covered by this Financing Statement.
7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner, as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and as more particularly described in the Deed of Trust hereinabove referenced.
8. Maturity Date of the obligation, if any: provided in the Note.

Debtor:

FOREST PARK PROPERTIES, a
Maryland General Partnership

By: Ronald E. Council
Ronald E. Council, Co-partner

By: Linda M. Council
Linda M. Council, Co-partner

Secured Party:

MAXIMUM SAVINGS ASSOCIATION

By: J. Martin Kline, Jr.
J. Martin Kline, Jr.,
Vice President

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to: Maximum Savings Association, 5530 Wisconsin Avenue, Chevy Chase, Maryland 20815 Attn: Jill J. Guidara, Vice President

"EXHIBIT A"

Condominium Units Nos. A-3-A, A-3-B, A-4-A and A-4-B, in a plat of condominium entitled "FOREST OFFICE PARK CONDOMINIUM, PHASE 3, BUILDING A" as recorded in Condominium Plat Book 29, pages 4 through 7, among the Land Records of Anne Arundel County, Maryland, being the land and premises declared subject to a condominium regime by a certain Condominium Declaration dated February 12, 1985 recorded in Liber EAC 3871, folio 101 as amended by a 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 a Second Amendment to Forest Office Park Condominium Declaration dated June 17, 1985, and recorded among the aforesaid land records in Liber EAC 3936, folio 366, as amended by a 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 all appurtenances, improvements, rights and privileges incident to said Units as contained in said Declaration of Condominium.

Mail to Council Paradiel Kosmer &
Nolan

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)	Secured Party:	FILING OFFICER NOTICE:	
	NAME <u>AVCO FINANCIAL SERVICES</u>	PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.	
	ADDRESS <u>PO BOX 997</u>		
	CITY & STATE <u>GLEN BURNIE MD</u>		
DEBTOR(S) (AND ADDRESSES)	DATE OF THIS FINANCING STATEMENT		
<u>CLARENCE FALTZ</u>	<u>3-19-82</u>		
<u>328 HIGHLAND DRIVE 103</u>	ACCOUNT NO	TAB	
<u>GLEN BURNIE MARYLAND</u>	<u>23207181</u>	<u>81</u>	
	<u>21061</u>		

Filed with: CLERK OF CRT AA COUNTY

This Financing Statement covers the following types (or items) of property. Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

(b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

RECORD FEE 10.00
POSTAGE .50
#14095 0777 R02 115:40
FEB 5 86

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 Lien 448 pg 68 241882
(SECURED PARTY)
BY Attwell CSR Dated: 2-3 1986
TITLE

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

1000
58

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -5 PM 3:46

E. AUBREY COLLISON
CLERK

LIBER - 494 PAGE 411

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 258323 recorded in
Liber 489, Folio 285 on September 4, 1985 (Date).

1. DEBTOR(S): (1) Nicholas Road Joint Venture; (2) William A. Cassidy, M.D., Individually and as Venturer; (3) Anthony J. Calabrese, M.D., Individually and as Venturer; (4) Michael N. Peters, M.D., Individually and as Venturer; (5) James M. Blake, M.D., Individually and as Venturer

Name(s)
Address(es) 177 Defense Highway, Annapolis, Maryland 21401

2. SECURED PARTY:

Name First National Bank of Maryland
Address 18 West Street, Annapolis, Maryland 21401

Blumenthal, Wayson, Downs & Offutt, P.A., P.O. Box 868,
Person and Address to whom Statement is to be returned if different from above.
Annapolis, Maryland 21404-0868, Attn: M. Willson Offutt, IV, Esq.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. The referenced financing statement to be amended to include the following debtors:
1. Anthony J. Calabrese, M.D., P.A.
2. Michael N. Peters, M.D., P.A.

9. SIGNATURES.

By: Anthony J. Calabrese, M.D., P.A. *Anthony J. Calabrese*
Authorized Officer

By: Michael N. Peters, M.D., P.A. *Michael N. Peters*
Authorized Officer

SECURED PARTY

FIRST NATIONAL BANK OF MARYLAND

By: *Richard J. Shenos*
Richard J. Shenos, Vice President
(Type, Name and Title)

RECORDED FEE 10.00
POSTAGE .50
#24444 D055 R01 T15:49
FEB 5 86

(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.

10/50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 FEB -5 PM 3:51
COURT COLLISON
CLERK

LIBER - 494 PAGE 412

260317

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
Water Works, Inc
1153 R+3 North
Gambetta, Md 21054

2. Secured Party(ies) and address(es)
First American Bank, N.A.
740-15th St N.W.
Washington, D.C. 20005

RECORD FEE 11.00
POSTAGE .50
#14114 0777 R02 116:05
FEB 5 86

4. This financing statement covers the following types (or items) of property:
Mail to
ALL ACCOUNTS RECEIVABLE ^{INVENTORY} NOW OWNED
AND HEREINAFTER ACQUIRED AND ALL
PROCEEDS THEREOF.

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:

James J. Leonard
Water Works, Inc
By: _____
Signature(s) of Debtor(s)

First American Bank, N.A.
Carroll M. Buda
By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -5 PM 4:19

E. AUBREY COLLISON
CLERK

MP

~~20000~~

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES)

FINANCING STATEMENT

Assignee(s) of Secured Party and Address(es)
--

Secured Party:
 NAME: AVCO FINANCIAL SERVICES
 ADDRESS: PO BOX 997
GLEN BURNIE MD
 CITY & STATE: _____

FILING OFFICER NOTICE:
 PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES) <u>CLARENCE FALTZ</u>	<u>Mail to</u>	DATE OF THIS FINANCING STATEMENT <u>XX8-14-82 3-19-82</u>
<u>328 HIGHLAND DRIVE 103</u>		ACCOUNT NO. <u>23207181</u> TAB <u>81</u>
<u>GLEN BURNIE MARYLAND</u>	<u>21061</u>	

Filed with: CLERK OF CRT AA COUNTY

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto.

- (b) If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located ^{AA} 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
 414095 0777 R02 115:40
 FEB 5 1986

TERMINATION STATEMENT

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Avco Financial Serv Lien 448 pg 68 241882
 (SECURED PARTY)
 BY A Howell CSR Dated: 2-3 1986
 TITLE _____

ACKNOWLEDGMENT COPY

Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.
19-1255 (5-81)

1000

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -5 PM 3:46

E. AUBREY COLLISON
CLERK

MP

LIBER - 494 PAGE 411

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 258323 recorded in
Liber 489, Folio 285 on September 4, 1985 (Date).

1. DEBTOR(S): (1) Nicholas Road Joint Venture; (2) William A. Cassidy, M.D., Individually and as Venturer; (3) Anthony J. Calabrese, M.D., Individually and as Venturer; (4) Michael N. Peters, M.D., Individually and as Venturer; (5) James M. Blake, M.D., Individually and as Venturer
Name(s)
Address(es) 177 Defense Highway, Annapolis, Maryland 21401

2. SECURED PARTY:
Name First National Bank of Maryland
Address 18 West Street, Annapolis, Maryland 21401

Blumenthal, Wayson, Downs & Offutt, P.A., P.O. Box 868,
Person and Address to whom Statement is to be returned if different from above.
Annapolis, Maryland 21404-0868, Attn: M. Willson Offutt, IV, Esq.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. The referenced financing statement to be amended to include the following debtors:
1. Anthony J. Calabrese, M.D., P.A.
2. Michael N. Peters, M.D., P.A.

9. SIGNATURES.
Anthony J. Calabrese, M.D., P.A.
By: *Anthony J. Calabrese*
Michael N. Peters, M.D., P.A.
By: *Michael N. Peters*
DEBTOR(S) Officer

SECURED PARTY
FIRST NATIONAL BANK OF MARYLAND
By: *Richard J. Shenos*
Richard J. Shenos, Vice President
(Type, Name and Title)

RECORD FEE 10.00
POSTAGE .50
#24444 0055 R01 T15:49
FEB 5 86

10/5

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 FEB -5 PM 3:51
KATHY COLLISON
CLERK

LIBER - 494 PAGE 412

200317

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
WATER WORKS, INC
1153 R+3 NORTH
GAMBRIEL, MD 21054

2. Secured Party(ies) and address(es)
First American Bank, N.A.
740-15th ST. N.W.
Washington, D.C. 20005

RECORD FEE 11.00
POSTAGE .50
#14114 0777 R02 T18:05
FEB 5 86

4. This financing statement covers the following types (or items) of property:

ALL ACCOUNTS RECEIVABLE ^{INVENTORY} NOW OWNED
AND HEREIN AFTER ACQUIRED AND ALL
PROCEEDS THEREOF.

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:

Thomas J. Savard
WATER WORKS, INC

By: _____
Signature(s) of Debtor(s)

First American Bank, N.A.
Carroll M. Buda

By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1986 FEB -5 PM 4:19

E. AUBREY COLLISON
CLERK

MP

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 236982 Dated March 5, 1981

Record Reference Liber 435 Page 141

2. DEBTOR is:

Name: John J. O'Leary (Last Name First)

Address: 2604 Annapolis Road, Severn, Maryland 21144

3 SECURED PARTY is:

RECORD FEE 10.00
POSTAGE .50
#14115 0777 R02 T18:06
FEB 5 86

Mail to Name: The Bank of Glen Burnie

Address: 101 Crain Highway, S.E., Glen Burnie, Maryland 21061

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO:

THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

SECURED PARTY:

The Bank of Glen Burnie

Dated December 27, 19 85

By: Alfreda E. Archer
Alfreda E. Archer (Title)
Loan Department Supervisor

1088

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -5 PM 4:19

E. AUBREY COLLISON
CLERK

MARYLAND FINANCING STATEMENT

UCC-1

Not Subject to Recordation Tax
 Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

For Filing Officer
File No.: _____
Record Reference: _____
Date & Hour of Filing: _____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Protective Coating Developments, Inc.
(Name or Names)
326 MD Route 3 South - Suite J, Millersville, Maryland 21108
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Union Trust Company Of Maryland
(Name or Names)
7 St. Paul Street Baltimore, Maryland 21202
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: _____
(Name or Names)

(Address)

RECORD FEE 11.00
POSTAGE 50
916119 0177 002 713409
FEB 5 86

4. This Financing Statement covers the following types (or items) of property:

- 1) All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the business, but not limited to any separate schedule at any time delivered by Debtor to secured party.
2) All of Debtor's inventory, 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 thereof and additions thereto.
3) All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, tax refunds and the books and records relating to the foregoing.

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

RECEIVED FOR RECORD
CIRCUIT COURT T.A.A. COUNTY
1986 FEB -5 PM 4: 19
MRE. AUBREY COLLISON
CLERK

6. Proceeds of Collateral are covered hereunder: Yes [X] No []
Products of Collateral are also covered: Yes [X] No []

DEBTOR(S):
Protective coating Developments, Inc.
By: William W. Garretson, President
(Type or print name of person signing)

SECURED PARTY:
Union Trust Company of Maryland
By: Gilbert F. Kennedy, III, CFO
(Type or print name of person signing)

By: _____
(Type or print name of person signing)

Return To: Union Trust Company of Maryland
Commercial Finance Division P.O. Box 20497 Baltimore, MD 21203
Mail to Attn: Gil Kennedy, CBO #T0504

11/50

Not Subject to Recordation Tax
 Recordation Tax of \$ 210.00 on
Principal Amount of \$30,000.00 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: F. Scott Jay and Company, Inc.
(Name or Names)
P. O. Box 482, Najoles Drive, Millersville, Maryland 21108
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Union Trust Company of Maryland
(Name or Names)
P. O. Box 1077, Baltimore & Light Streets, Baltimore, Maryland 21203
(Address)

3. ASSIGNEE (if any) _____
OR SECURED PARTY: _____
(Name or Names)

(Address)

RECORD FEE 11.00
RECORD TAX 210.00
POSTAGE .50
#14119 0777 R02 114:10
FEB 5 1986

4. This Financing Statement covers the following types (or items) of property:

All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the Business, including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Secured Party.

Wood Gun with Oil Burner, Model No. E250 ASME, Serial No. 3812853537
Industrial Straight Line Ripsaw
Murphy Rodgers BT-10D Dust Collector with Stand and Bags

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1986 FEB -5 PM 4:19
E. AUBREY COLLISON
CLERK

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S):
F. Scott Jay and Company, Inc.
By: [Signature] President
F. Scott Jay, President (Title)
(Type or print name of person signing)

SECURED PARTY:
Union Trust Company of Maryland
By: [Signature] AVP
Stephen G. Evseeff, A.V.P.
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Mary Stafford, P.O. Box 1077, Baltimore, Maryland 21203

1100
21000
05

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253794

RECORDED IN BOOK LIBER 477 PAGE FOLIO 475 & 476 ON 9/13/84 (DATE)

1. DEBTOR

Name ALJAN, INC. DBA BUDGET RENT A CAR OF GLEN BURNIE
Address 2001 West St.; Annapolis, Md. 21401 and
7145 Ritchie Hwy.; Glen Burnie, Md. 21061

2. SECURED PARTY

Name Chrysler Credit Corporation
Address P.O. Box 995; Greens Farms, CT 06436
ATTN: Credit and Collection Department
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

RECORD FEE 10.00
POSTAGE .50
AL135 0777 R02 TOR:35
FEB 6 86

CHECK FORM OF STATEMENT

<p><input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> D. Other: Amendment (Indicate whether amendment, termination, etc.)</p>
<p>"Amending original financing statement number <u>253794</u> dated <u>9/13/84</u> to indicate a change in secured party's address from:</p> <p>Chrysler Credit Corporation 1275 Summer Street Stamford, CT 06905</p> <p style="text-align: center;">TO</p> <p>Chrysler Credit Corporation P.O. Box 995 Greens Farms, CT 06436</p>	

ALJAN, INC. DBA BUDGET RENT A CAR OF GLEN BURNIE

Chrysler Credit Corporation

By [Signature]
Alvin B. Blumenstein, President

[Signature]
(Signature of Secured Party)

Dated 12/7/85

D. A. Ziegler, Branch Manager
Type or Print Above Name on Above Line

1030

PLEASE RETURN TO:
CHRYSLER CREDIT CORP.
P. O. BOX 10015
TOWSON, MD 21204
Mail to _____



RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -6 AM 9:23

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. 247037

RECORDED IN LIBER 461 FOLIO 164 ON 4-22-83 (DATE)

1. DEBTOR

Name Classic VW, Inc. T/A Classic Motorcars
Address 1930 West St., Annapolis, Maryland 21401

2. SECURED PARTY

Name Chrysler Credit Corporation
Address P.O. Box 995; Greens Farms, CT 06436
ATTN: Credit and Collection Department
Person And Address To Whom Statement Is To Be Returned If Different From Above.

8. Maturity date of obligation (if any) _____

RECORD FEE 10.00
POSTAGE .50
#14136 0777 002 108:36
FEB 6 86

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>			
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>			
<p>"Amending original financing statement number <u>247037</u> dated <u>4-22-83</u> to indicate a change in secured party's address from:</p> <table border="0"> <tr> <td data-bbox="382 1735 887 1832"> <p>Chrysler Credit Corporation 1275 Summer Street Stamford, CT 06905</p> </td> <td data-bbox="887 1735 938 1832" style="text-align: center;">TO</td> <td data-bbox="938 1735 1468 1832"> <p>Chrysler Credit Corporation P.O. Box 995 Greens Farms, CT 06436</p> </td> </tr> </table>		<p>Chrysler Credit Corporation 1275 Summer Street Stamford, CT 06905</p>	TO	<p>Chrysler Credit Corporation P.O. Box 995 Greens Farms, CT 06436</p>
<p>Chrysler Credit Corporation 1275 Summer Street Stamford, CT 06905</p>	TO	<p>Chrysler Credit Corporation P.O. Box 995 Greens Farms, CT 06436</p>		

Classic VW, Inc.
T/A Classic Motorcars

Chrysler Credit Corporation

100050
By Ray W. Stevenson
Ray Stevenson - Vice-President

Dated Jan. 14, 1986

D. A. Ziegler
(Signature of Secured Party)

D. A. Ziegler, Branch Manager
Type or Print Above Name on Above Line

PLEASE RETURN TO:
CHRYSLER CREDIT CORP.
P. O. BOX 10015
MONTGOMERY, MD 21204

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 FEB -6 AM 9:24
E AUBREY COLLISON
CLERK

LIBER - 494 PAGE 419

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	Anne Arundel			
Date of Filing	Record Reference			
Maturity date (if any)	228723			
	liber 417 folio 94			
	10-11-79			
Name(s) of Debtor(s) or assignor(s)	No.	Street	City	State

(Last Name First)
Kitchen Display & Wholesale Center, Inc.
1799 McGuckian St.
Annapolis, MD 21401

RECORD FEE 10.00
POSTAGE
#1476 0777 002 108:51

~~Name of Secured Party or assignee~~ No. Street City State
ITT Commercial Finance Corp formerly ITT Diversified Credit Corp One Cherry Hill
PO Box 2837 Cherry Hill, NJ 08034 FEB 6 86

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:

Debtor(s) or assignor(s)

ITT Commercial Finance Corp formerly
ITT Diversified Credit Corp

(Seal)

(Corporate, Trade or Firm Name)

David Straub

Signature of Secured Party or Assignee

David Straub agt.

(Type or print name under signature)

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

RECEIVED FOR RECORD
MONTGOMERY COUNTY
1986 FEB -6 AM 9:24
E. AUBREY COLLISON
CLERK

1000
1050

REORDER FROM
Registré, Inc
214 BRYCE ST
PO BOX 218
ANDOKA, MN 55303
(612) 421-1713

COUNTY

STATE OF MARYLAND

LIBER - 494 PAGE 420

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 237478

RECORDED IN LIBER 436 FOLIO 348 ON April 20, 1981 (DATE)

1. DEBTOR

Name Kitchen Display & Wholesale Center, Inc.
1799 McGuckian Street
Address Annapolis, MD 21401

2. SECURED PARTY

Name WESTINGHOUSE CREDIT CORPORATION
1740 E. Joppa Road
Address Baltimore, MD 21234

RECORD FEE 10.00
POSTAGE 50
#14137 0777 R02 108:51
FEB 6 86

Mail to

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

TERMINATION

1000
50

Kitchen Display & Wholesale Center, Inc.

WESTINGHOUSE CREDIT CORPORATION

Dated _____

Thomas E. McCabe
(Signature of Secured Party)

Thomas E. McCabe

Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -6 AM 9:24

E. AUBREY COLLISON
CLERK



LIBER - 494 PAGE 421 Anne Arundel County

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 234367

RECORDED IN LIBER 429 FOLIO 236 ON Sept. 17, 1980 (DATE)

1. DEBTOR

Name KITCHEN DISPLAY AND WHOLESALE CENTER, INC.
Address 1799 McGuckian Street Annapolis, Maryland 21401

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION
Address 1900 SULPHUR SPRING ROAD

Mail to BALTIMORE MARYLAND 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

10.00
50
#14148 0777 R02 108:52
FEB 6 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: Termination
(Indicate whether amendment, termination, etc.)

Please terminate above filing.

RECEIVED FOR RECORD
CIRCUIT COURT ANNE ARUNDEL COUNTY
1986 FEB 6 AM 9:24
E. AUBREY COLLISON
CLERK

1000-33

Date

Paul J. Wolkittel
(Signature of Secured Party)

Paul J. Wolkittel, Asst. Branch Mgr.
Type or Print Above Name in Above Line

FINANCING STATEMENT (FORM UCC-1)

260323

Identifying File No. _____

Not Subject to Recording Tax
(Lease Agreement with Nominal Purchase Option)

LIBER - 494 PAGE 422

1. LESSEE: RESEARCH DESIGNS, INC
2 ACTON PLACE
ANNAPOLIS, MD
21401

2. LESSOR:
BUTLER AND COMPANY, INC.
8726 TOWN & COUNTRY BOULEVARD, SUITE 205
ELLCOTT CITY, MD 21043

3. ASSIGNEE (if any) OF LESSOR:

EQUITABLE BANK NA
212 South ... Street
Baltimore, MD 21201

RECORD FEE 11.00
POSTAGE .50
#14150 C777 R02 108458
FEB 6 86

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)
() If checked, see Schedule of Equipment attached to and made a part hereof.

- One Sharp SF-8200 Photocopier, SERIAL NUMBER 4620150X
- One Sharp SF-463 Automatic Document Feeder, SERIAL NUMBER 50510086
- One Sharp SF-432 Collater, SERIAL NUMBER 50816369
- One Sharp SF82AB Copier stand.

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

mp
RECEIVED IN RECORD
CIRCUIT COURT
1986 FEB -6 AM 9:24
E. AUBREY COLLISON
CLERK

LESSEE:

LESSOR:

Research Designs, Inc.
Name of Lessee

BUTLER AND COMPANY, INC.
Name of Lessor

BY: Robert E. Willette
Signature of Lessee

BY: Deborah Stran
Signature of Lessor

ROBERT E. WILLETTE, V. PRES.
Type or Print Name, include title

DEBORAH STRAN, CREDIT MANAGER
Type or Print Name, include title

TO THE FILING OFFICER: After this statement has been recorded please return to:
BUTLER AND COMPANY, INC.

8726 Town & Country Boulevard, Suite 205
Mail to Ellicott City, MD 21043

1103
2128

CLERK, CIRCUIT COURT
FOR ANNE ARUNDEL COUNTY
P.O. Box 71
Annapolis, Maryland 21404
ATTN: Records Office

**Statement of Continuation, Termination,
Assignment, Amendment or Release Under
Uniform Commercial Code**

LIBER - 494 PAGE 423

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 252968 recorded in Liber 475, Folio 434 on July 31, 1984 (date)

1. DEBTOR(S):

Name(s): Dixie Paper Box Co., Inc.

Address(es): P.O. Box 820

Glen Burnie, Maryland 21061

2. SECURED PARTY:

Name: Equitable Bank, National Association

Address: 100 S. Charles Street

Baltimore Maryland 21201

RECORD FEE 10.00
POSTAGE 50
#14153-0777 NO2 108:59
FEB 6 86

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.
4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

1000

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1986 FEB -6 AM 9:25

E. AUBREY COLLISON
CLERK

9. DEBTOR:

SECURED PARTY:

EQUITABLE BANK, National Association

By [Signature]

Dennis J. Bickerstaff, Vice President

(Type Name and Title)

MAIL TO: Stephen F. Fruin, Esq.
Mail to 36 South Charles Street
Suite 600
Form 24 (1-83) Baltimore, MD 21201

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 460 Page No. 161
Identification No. 246668 Dated Mar. 28, 1983

1. Debtor(s) { Dixie Paper Box Co., Inc.
Name or Names - Print or Type
7358 Baltimore Annapolis Blvd. 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
83 Forest Plaza Shopping Center Annapolis, Md. 21401
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
M14155 0777 002 109:00
FEB 6 86

10.00
10.50

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1986 FEB -6 AM 9:25
E. AUBREY COLLISON
CLERK

Dated: Jan. 23, 1986

First National Bank of Md.
Dorothy M. Harvey
(Name of Secured Party)

Dorothy M. Harvey
(Signature of Secured Party)

Loan Accounting Officer
Type or Print (Include Title if Company)

MAIL TO: Stephen F. Fruin, Esq.
36 South Charles Street
Suite 600
Baltimore, MD 21201

Mail to _____

260171

STATE OF MARYLAND

LIBER - 494 PAGE 426

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 15,000.00

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 Valentine R. Bauer and Frances A. Bauer
Address 528 College Parkway, Suite A, Annapolis, MD 21401

2. SECURED PARTY

Name Atlantic Financial Federal
Address 31 West Market Street, Wilkes-Barre, PA 18773

RECORD FEE 12.00
POSTAGE .50
#14166 0777 R02 109:13
FEB 6 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)

See attached schedule A

RECORDATION TAX FOR \$15,000.00 HAS BEEN PAID AT THE STATE LEVEL.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Val R Bauer
(Signature of Debtor)

Valentine R. Bauer
Type or Print Above Name on Above Line

Frances A Bauer
(Signature of Debtor)

Frances A. Bauer
Type or Print Above Signature on Above Line

Carmela D Yanora
(Signature of Secured Party)
Carmela D. Yanora
Atlantic Financial Federal
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY

1986 FEB -6 AM 9:25

E AUBREY COLLISON

CLERK A492434

SCHEDULE A

LIBER - 494 PAGE 427

244E0730	CHAIR ADVANTAGE	1	1	0	2796.000	2796.00
020A1027	DRS. WALL MOUNT	1	1	0	2333.000	2333.00
020A0001	CART ASST	1	1	0	2100.000	2100.00
020S2340	HIGH SPEED AMALGAMATOR	1	1	0	420.000	420.00
020P1080	FLUSH CUP CENT VAC WATER	1	1	0	315.000	315.00
486S3650	MULTI-FLEX F. O. SYSTEM	1	1	0	882.000	882.00
486S0200	INTRAFLEX 2320 1:1 MOTOR	2	2	0	637.500	1275.00
664E3600	LIGHT CEILING MT LFC II	1	1	0	1097.000	1097.00
952E7250	X-RAY INTREX	1	1	0	2450.000	2450.00
486S0250	INTRAFLEX 68LD LT HEAD W/AC	2	2	0	183.000	366.00
486S4122	MULTI-FLEX FO TBG COILED	2	2	0	200.000	400.00
244E5710	STOOL SERIES 3 D-1 DRS STOOL	1	1	0	214.000	214.00
244E5702	5 CASTER A-1 ASSTS STOOL	1	1	0	266.000	266.00
DDDDDDDD	PRICE ADJUSTMENT MAJOR EQUIP.	-3	-3	0	45.000	-135.00
	CREDIT BACK 3 STANDARD HP LINES					
944S4000	MODEL TRIMMER 1/3 HP	1	1	0	266.000	266.00
944P0120	SOLENOID	1	1	0	60.000	60.00
	STROBEX COMPACT WITH FOOT CONTROL				397.95	397.95

Return To:
 Infosearch, Inc.
 500 Central Avenue
 P.O. Box 1110
 Albany, New York 12201-1110



260321

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)

H-A HI TECH ELECTRONICS
1946 West Street
Annapolis, Md. 21401

2 Secured Party(ies) and address(es)

US JVC CORP.
River Drive Center II
Elmwood Park, N. J. 07407

3 Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#14157 0777 R02 109:15
FEB 6 86

4 This financing statement covers the following types (or items) of property:

All inventory of goods and merchandise and equipment now held or hereafter acquired by Debtor bearing the trademark(s) US JVC CORP. either singly or in combination with any other word or words, together with all additions or accessions thereto, and all accounts, contract rights, documents, instruments, general intangibles and chattel paper or Debtor now existing or hereafter arising out of or with respect to such inventory and all proceeds of all the foregoing.

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:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

H-A TECH ELECTRONICS
By: *John P. Pauls*
Signature(s) of Debtor(s)

US JVC CORP.
By: *Alan Caserio*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

RETURN TO:

INFOSEARCH, INC.
P.O. Box 1110
Albany, NY 12201

Mail to *[Signature]*

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -6 AM 9:25

E. AUBREY COLLISON
CLERK

U491325

260325

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).

Name of Debtor

Address

BACH ENTERPRISES, INC.
 BY: Ingvard Bach - President
 Betty Anne Bach - Vice-President

3015 Mountain Road
 Pasadena, Md. 21122

Secured Party

Address

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

All inventory and equipment now owned and all inventory and equipment hereafter acquired by Borrower(s), and all proceeds (cash and non-cash) of such inventory and equipment.

Mail to _____

- 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 175.00
 POSTAGE .50

- 3. Proceeds } of the collateral are also specifically covered.
 Products }

#24488 0237 ML T10#50
 FEB 6 1986

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

BACH ENTERPRISES, INC.

BY: Ingvard Bach
 Ingvard Bach - President

BY: Betty Anne Bach
 Betty Anne Bach - Vice President

Secured Party (or Assignee)

THE FARMERS NATIONAL
 BANK OF ANNAPOLIS

BY: R. Michael Shymansky
 R. Michael Shymansky - Assistant Vice-Pres.

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS
 5 CHURCH CIRCLE
 ANNAPOLIS, MARYLAND

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY

1986 FEB -6 AM 10:52

E. AUBREY COLLISON
 CLERK

MP
 11.00
 175.00
 .50

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 801-7 Ed. 1/80

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 255359 recorded in
Liber 482, Folio 20 on January 24, 1985 (Date).

1. DEBTOR(S):
Name(s) Atlantic Sailing Yachts of Maryland, Inc.
Address(es) 7074 Bembe Beach Road, Annapolis, MD 21403

2. SECURED PARTY:
Name Maryland National Bank
Address 1713 West Street, Annapolis, MD 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.
(Check only one Box.)

3. CONTINUATION. The original Financing Statement referred to above is still effective.

4. TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5. ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6. AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7. RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Release of only: 1985 Performance Trawler Motor Yacht
Hull #OYE35027G585

RECEIVED FEB 10 10:52
10.00
FEB 6 86

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By *Karen M Brown*

Karen M. Brown
(Type, Name and Title)
Assistant Vice President

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.



Send to
FARMER National Bank
5 Church Circle
Annapolis Md 21401

Mail to

RECEIVED FOR RECORD
COURT HOUSE, A. A. COUNTY
1986 FEB -6 AM 10:52
E. AUBREY COLLISON
CLERK

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255338

- 1. DEBTOR(S) (OR ASSIGNOR) and Address(es)
GIBRALTAR ASSOCIATES, et al
107 Ridgely Avenue
Annapolis, Maryland 21401
- 2. A. SECURED PARTY (OR ASSIGNEE) and Address
EQUITABLE BANK N.A.
- B. ASSIGNEE OF SECURED PARTY

3. The Secured Party certified that the Secured Party is releasing the Debtor whose name and address is shown above, Secured Party's rights under the Financing Statement bearing the file number shown above and recorded among the Financing Records of Anne Arundel County on January 23, 1985 in Liber Number 481, folio 585, having been satisfied.

RECORD FEE 11.00
POSTAGE .50
ANNE ARUNDEL COUNTY CLERK
FEB 1 1986

- 4. Return to:
Lawrence B. Goldstein, Chartered
Post Office Box 291
Annapolis, Maryland 21404

Mail to EQUITABLE BANK, N.A.

By: [Signature] (SEAL)
Vice President

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 FEB -6 PM 12:27
E. AUBREY COLLISON
CLERK
D. E. CLERK

10.00
1.6

STATE OF MARYLAND
ANNE ARUNDEL COUNTY

LIBER - 494 PAGE 433

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 25687C
Circuit Court of Anne Arundel County
RECORDED IN LIBER 377 FOLIO 275 ON 10/4/77 (DATE)

1. DEBTOR

Name Stammer's Sport & Marine Center, Inc.
Address 1175 Ft. Smallwood Road, Pasadena, MD 21122

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address ~~P.O. Box 3190, Annapolis, MD 21403~~

RECORD FEE 10.00
POSTAGE .50
TOTAL 10.50
FEB 6 86

Mail to P.O. Box 1978, Everett, WA 98206
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other Amendment <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Amend Debtor's Corporate Name to read: Stammer's Marine Center, Inc.
Amend Debtor's location to read: 8938 Ft. Smallwood Road, Pasadena, MD 21122 and Amend to include these additional addresses: 8940 Ft. Smallwood Road, Pasadena, MD 21122, 8878 Ft. Smallwood Road, Pasadena, MD 21122, 730 Riverside Drive, Baltimore, MD 21221 (Sales Office-Weaver's Marina), 7707 Paradise Beach Road, Pasadena, MD 21122, Shipley's Marina Shipley Road, Pasadena, MD 21122 and Carback's Marina, Poplar Ridge Rd. Pasadena, MD 21122.
Amend secured party address to read: P.O. Box 3190, Annapolis, MD 21403

Stammer's Marine Center, Inc.

William Stammer
William Stammer, President

Dated 1-8-86

Borg-Warner Acceptance Corporation

[Signature]
(Signature of Secured Party)

Dist. Mgr.

Type or Print Above Name on Above Line

FILED
1986 FEB -6 PM 1:39
E. AUBREY COLLISON
CLERK

To Be Recorded In The Chattel And
Land Records Of The Local Jurisdiction
And Among The Financing Statement
Records Of The State Department
Of Assessments And Taxation.

260326
Subject To Recordation Tax Of \$546.00
On The Principal Amount Of \$78,000.00
Being That Portion Of Total Principal
Of \$975,000.00 Attributable To
Nonexempt Property, Which Was Paid
To The Clerk Of The Circuit Court Of
Anne Arundel County, Maryland.

LIBER - 494 PAGE 431

FINANCING STATEMENT
(Maryland - U.C.C.-1)

RECORD FEE 13.00
#14236 (345) REC 114:52
FEB 6 88

1. **DEBTOR:** **FAWCETT BOAT SUPPLIES, INC.**
110 Compromise Street
Annapolis, Maryland 21401
2. **SECURED PARTY:** **BALTIMORE FEDERAL FINANCIAL, F.S.A.**
300 East Lombard Street - 19th Floor
Baltimore, Maryland 21202
Attn: J. David Kommalan,
Senior Vice President
3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
 - a. All of the Debtor's right, title, and interest in and to all of the tangible and intangible assets of the Debtor, including, but not limited to the following kinds and types of property owned by the Debtor, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements and renewals thereof and substitutions therefor, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:
 - (i) All of the Debtor's Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;
 - (ii) All of the Debtor's Contract Rights as that term is defined in the 1962 official version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
 - (iii) All of the Debtor's Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
 - (iv) All of the Debtor's Accounts, Contract Rights, Instruments, Documents, Chattel Paper, notes, notes receivable, General Intangibles, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale of or providing

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1986 FEB - 6 PM 2:51
E. AUBREY COLLISON
CLERK

1300

of Inventory, Goods, or services by the Debtor to customers, as well as all rights of any kind of the Debtor to receive payment or credit from any person (all of the foregoing being hereafter, "Receivables");

- (v) All of the Debtor's inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, or held at storage locations (all of the foregoing being hereafter, "Inventory") including, but not limited to, all consigned Inventory;
 - (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
 - (vii) All monies, bank accounts, or deposits with any financial institution and all rights to tax refunds;
 - (viii) All franchises, subfranchises, rights to distribute, sales agencies, licenses, permits, leases, rights to indemnification, warranty rights, licenses, permits, concessions and concession rights, customer lists, yellow page listings, telephone numbers, trade names;
 - (ix) Whole life insurance policies and the cash surrender value thereof;
 - (x) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. A portion of the above referenced property may be affixed to the following described real property:

All that property known and designated as 110 Compromise Street in the City of Annapolis, Maryland and more particularly described in a Deed dated November 27, 1967, from Severn Investment Company, Inc., to Compromise Company, which Deed is recorded among the Land Records of Anne Arundel County, in Liber 2125, folio 58, and in a Deed dated the 13th day of March, 1972, from the Mayor and Aldermen of the City of Annapolis,

Maryland to the Compromise Company, which Deed is recorded among the Land Records of Anne Arundel County in Liber 2477, folio 578, saving and excepting therefrom so much thereof as was conveyed by Compromise Company to the Mayor and Aldermen of the City of Annapolis, Maryland by two Deeds dated respectively July 13, 1970 and February 24, 1972, and recorded among the Land Records of Anne Arundel County in Liber 2353, folio 300 and Liber 2477, folio 845, respectively, the name of a record owner of the above described real property is COMPROMISE COMPANY, a Maryland limited partnership.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

FAWCETT BOAT SUPPLIES, INC.,
a Maryland corporation

By:  (SEAL)
Warren M. Black, President

Date: January 23, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Lawrence J. Gebhardt, Esquire
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (LJG) 5035

Mail to 

5035
F-00.68

FINANCING STATEMENT FORM UC 71

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. 800000

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 Schlossberg, George R., Zeughauser, Barbara E., Drake, Gurden E.
Address 5412 Trent St., Chevy Chase, MD 20015

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second St.
Annapolis, MD 21403

RECORD FEE 13.00
POSTAGE .50
#14240 0777 RD2 114:58
FEB 6 86

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)

1976 Tartan 34'5" Fiberglass Hull #TAR34422M76L
1976 Universal Atomic Four Gas 30HP Engine #196645

Home Anchorage/Winter: Annapolis, MD

Assignee:
Horizon Financial, F.A.
808 Masons Mill Business Park
1800 Byberry Rd.

Mail to 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)

[Signature]
(Signature of Debtor)

Gurden E. Drake
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

George R. Schlossberg
Type or Print Above Signature on Above Line

[Signature]

Barbara E. Zeughauser

[Signature]
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 FEB -6 PM 3:22
E. AUBREY COLLISON
CLERK

1300

Anne Aronold
2.3.86

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200320

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 2/4/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Elite Yachts de France, Inc.

Address 410 Severn Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name National Eagle Leasing, Inc.

Address 6179 Executive Blvd., Rockville, MD 20852

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)

RECORD FEE 11.00
POSTAGE .50
#14241 0777 R02 114:59
FEB 6 86

All Equipment leased pursuant to Equipment Lease Agreement C-063, Dated 12/10/85.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

MP

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CIRCUIT COURT, ALLEGANY COUNTY
1986 FEB -6 PM 3:22
E. AUBREY COLLISON
CLERK

1100

Odile Legay (Signature of Debtor)

ODILE LEGEAY (Type or Print Above Name on Above Line)

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL EAGLE LEASING INC

Bruce H Thompson SEC-TREAS. (Signature of Secured Party)

Bruce H Thompson (Type or Print Above Signature on Above Line)

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 494 PAGE 439
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 200329

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HARRISON & PALMER INC.
Address 635 Ridgley Ave., Annapolis, MD 21401

RECORD FEE 11.00
#14322 0777 11:59
FEB 6 86

2. SECURED PARTY

Name MAI BASIC FOUR, INC.
Address P.O. BOX C-11921, SANTA ANA, CA 92711

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) Central cabinet assembly, MAI 2000, 768KB, 43MB drive, MCS drive, 4-way controller; Serial # EG103531; (2) DT-4312 VDT w/keyboard; (1) Printer, 132 column pharmacy; Manufactured and sold by MAI BASIC FOUR, INC. Proceeds of collateral are covered.

#266 CUST# H10678 SHPD 1/30/86

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 to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Deborah Smith 2/3/86
(Signature of Debtor)

HARRISON & PALMER INC., DEBORAH SMITH, ATTORNEY IN FACT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jan Wilhelm
(Signature of Secured Party)
MAI BASIC FOUR, INC., JENAN WILHELM,
MGR., CREDIT & COLLECTIONS
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
OFFICE OF THE CLERK
ST. LOUIS COUNTY

1986 FEB -6 PM 3:22

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Atlas, Raif dba Grady's Tavern
Address 222 West St., Annapolis, Md. 21404

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters Troy, Ohio 45374

RECORD FEE 12.00
#14243 0777 202 115:00
FEB 6 1986

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)

- One(1) D-300-35 Mixer
- One(1) VS9-12 Veg. Slicer

Annapolis - - # 0272685

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

MP

RECEIVED FOR RECORD
CLERK COUNTY COURT BALTIMORE COUNTY

1986 FEB - 6 PM 3:23

E. AUBREY COLLISON
CLERK

1200

Alise J. Krinsky Attorney in Fact
(Signature of Debtor)
Atlas, Raif dba Grady's Tavern
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

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 494 PAGE 441
Identifying File No. 200001

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated Jan. 13, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Steven Howard Hoover and Frank Wayne Kahrs
Address 8126 828 Bodkin Avenue, Pasadena, Md. 21122

2. SECURED PARTY

Name Tucker Equipment Company
Address P.O. Box 340, Aberdeen, Md. 21001

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)

RECORD FEE 12.00
POSTAGE .50
#14244 C777 R02 115:02

One 1984 Case 455C Crawler/Loader S/N 3076775

FEB 6 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)

1200
250

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

5. Assignee(s) of Secured Party and Address(es)

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
DeWitt, N.Y. 13214

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1986 FEB -6 PM 3:23
E. AUBREY COLLISON
CLERK

[Signature]
(Signature of Debtor)

Steven Howard Hoover
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Frank Wayne Kahrs
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Barclay D. Tucker II
Type or Print Above Signature on Above Line

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 494 PAGE 442
Identifying File No. _____

AA-
11.50

260332

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated Jan. 31, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Canavan Brothers Concrete, Inc.
Address 352 Volley Court, Arnold, Md. 21012

2. SECURED PARTY

Name Tucker Equipment Company
Address P.O. Box 340, Aberdeen, Maryland 21001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

One Case 580SE Loader/Extendahoe S/N 17030604

RECORD FEE 11.00
POSTAGE .50
414245 0777 R02 T15:02
FEB 6 86

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1986 FEB -6 PM 3:23
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
 (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

* Kerry C Canavan Pres.
(Signature of Debtor) & Title

KERRY C CANAVAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barclay D. Tucker II
(Signature of Secured Party)

Barclay D. Tucker II
Type or Print Above Signature on Above Line

200333

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

December 31, 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. 240466 in Office of W. Swett Larman, Anne Arundel Co. (Filing Officer)
Liber 444 Page 50
Debtor or Debtors (name and Address):
Samuel B. ? Donna L. Davis
381 Valley Ct
Annesee, Md. 21012

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

By *MP* Its Branch Office Manager
Hawesville Bank Secured Party

RECORD FEE 10.00
POSTAGE .50
#14247 0777 R02 115-04
FEB 6 86

Form 91 MD (3-79)

1000 RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
MP

1986 FEB -6 PM 3:23

E. AUBREY COLLISON
CLERK

260331

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer
(Date, Time, Number, and Filing Office)

Debtor(s) (Last Name First) and address(es)
Betty J. Leitch
Harry O. Leitch
965 Mt. Airy Rd
Davidsonville, MD 21035

Secured Party(ies) and address(es)
ServiceMaster
Residential & Commercial Corp.
2300 Warrenville Rd.
Downers Grove, IL 60515

Mail to

RECORD FEE 12.00
RECORD TAX 38.50
POSTAGE 50
#14249 0777 102 115:05
FEB 6 86

1. This financing statement covers the following types (or items) of property

"Carpet and furniture cleaning equipment, tools, chemicals and supplies, including electric floor machines, vacuum cleaners and water extraction equipment."

ASSIGNEE OF SECURED PARTY

SERVICEMASTER RESIDENTIAL & COMMERCIAL CORP.

E. L. Olsen

E. L. Olsen, Vice President & Associate Counsel

Subject to Recordation Tax in the amount of \$5,971.00.

2. Products of Collateral are also covered.

Additional sheets presented.

Filed with Office of Secretary of State of ~~IXXX~~MD

Debtor is a transmitting utility as defined in UCC §9-105.

By *Harry O. Leitch* Harry O. Leitch
By *Betty J. Leitch* Betty J. Leitch, Spouse
Signature of (Debtor) (Secured Party)*

*Signature of Debtor Required in Most Cases:
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

Filing Officer Copy—Alphabetical

This form of financing statement is approved by the Secretary of State.

STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC 1—REV. 8-75

1200
3850
50

RECEIVED FOR RECORD
CIRCUIT COURT T.A.A. COUNTY

1986 FEB -6 PM 3:23

AUBREY COLLISON
CLERK

(Account No. 2810) Statement No. _____
Date: April 29, 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: Daniel Pindell & Rachele Lindell

Address: 708 F Newtown Drive Annapolis, Md. 21401

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 \$ 2468.48

1 Sofa, 2 Chairs, 2 Tables, 2 Lamps, 1 Table w/6 Chairs, 3 Beds, 3 Dressers,
3 Tables, 3 Lamps, 1 T.V., 1

RECORD FEE 5.00
RECORD TAX 14.00
POSTAGE .50

4. DEBTORS: /s/ Daniel Pindell
 /s/ Rachele Lindell
 RACHEL LINDELL
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.

#01530 0345 R01 T10448
MAY 3 1982

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 #14249 0777 R02 T15106
RECORD FEE 10.00
POSTAGE .50
FEB 6 1986

Date: 1/16/86
By /s/ [Signature]

P/11-MD

B.L. CLERK

RECEIVED FOR RECORD
CIRCUIT COURT - A.A. COUNTY

1982 MAY -3 AM 10:50

W. GARRETT LARRIMORE
CLERK

Mailed to Secured Party

10.4

1986 FEB -6 PM 3:23
RECEIVED FOR RECORD
CIRCUIT COURT - A.A. COUNTY
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 476 FOLIO 571 ON July 23, 1984. (DATE)

1. DEBTOR

Name Sarah Williams And Lloyd Williams
Address 2106 Bay Ridge Ave, Annapolis, Md, 21403

2. SECURED PARTY

Name Norwest Financial
Address 2020 D West St
Annapolis, Md, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE 50
#14250 0777 R02 115:07
FEB 6 86

Dated 1/15/86.

Lori Healy
(Signature of Secured Party)

Lori Healy
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CLERK COURT & COUNTY
1986 FEB -6 PM 3:23
E AUBREY COLLISON
CLERK
MP

107

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 481 FOLIO 427 ON 12/13/84. (DATE)

1. DEBTOR

Name David R Lorenzen And Carole J Lorenzen

Address 877 Chestnut Tree Dr, Annapolis, Md, 21401

2. SECURED PARTY

Name Norwest Financial Leasing Inc

Address 2020 D West St

Annapolis, Md, 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#14251 2777 002 7:15:07
FEB 6 86

Dated 1/15/86.

Lori Healy
(Signature of Secured Party)

Lori Healy

Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, ANNA POLIS COUNTY

1986 FEB -6 PM 3:23

E. AUBREY COLLISON
CLERK

10-7

FINANCING STATEMENT FORM UCC-1

Identifying File No. 260853

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NO

If this statement is to be recorded in land records check here.

This financing statement Dated January 27, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Janice Steiner, Inc.
929 Sheila Drive
Address Glen Burnie, MD 21061

2. SECURED PARTY

Name GFS Leasing, Inc.
1900 Sulphur Spring Road #340
Address Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12/17/89

4. This financing statement covers the following types (or items) of property: (list)

1 Tractor Loader 72 Allis Chalmers HD7A #2725

Name and address of Assignee

RECORD FEE 11.00
POSTAGE .50
#24652 0055 R01 T13:18
FEB 7 86

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

(Signature of Debtor)

GFS Leasing Inc. as Attorney in Fact

Type or Print Above Name on Above Line

Elizabeth S. Stockman
(Signature of Debtor)

Type or Print Above Signature on Above Line

Elizabeth S. Stockman
(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1986 FEB -7 PM 1:17
E. AUBREY COLLISON
CLERK

1102/30

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
Annapolis, Maryland 21401

FINANCING STATEMENT LIBER - 494 PAGE 449
200353

1. Name of Debtor(s): Anne Arundel Diagnostics, Inc. Not Subject to recordation tax of \$ n/a
Address: 2510 Riva Road, Suite 216
Annapolis, MD 21401

2. Name of Secured Party: Annapolis Federal Savings and Loan Association
Consumer/Commercial Lending Department
Address: P.O. Box 751
Annapolis, MD 21404

Mail to

RECORD FEE 11.00
POSTAGE .50
#14284 0345 102 113:31
FEB 7 86

3. This Financing Statment covers the following types (or items) of property:
One (1) Diasonics DRF 400 Ultrasound System
Serial Number 85119527

Debtor(s):

Secured Party:

Anne Arundel Diagnostics, Inc.

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By:

By

(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.)

11/80
MP
RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -7 PM 2:05

E. AUBREY COLLISON
CLERK

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
Annapolis, Maryland 21401

LIDER - 494 PAGE 450

FINANCING STATEMENT

200000

1. Name of Debtor(s): William F. North
Address: 1044 Garywood Lane
Arnold, MD 21012

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
#14295 0345 002 113:31
FEB 7 86

3. This Financing Statment covers the following types (or items) of property:

- AT&T 6300 w/640 RAM computer
- Monochrome Screen (640x400)
- AT&T Keyboard
- Hard Disk w/Seagate DTC Controller
- Citoh Prowriter Printer
- DOS 2-11 & Basic
- TMS Fastware

Debtor(s):
William F. North
William F. North

Secured Party:
**ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION**

By Paul R. O'Connell
(Authorized Signature)
Paul R. O'Connell, 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.)

11.00
50

MP

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -7 PM 2:05

E. AUBREY COLLISON
CLERK



FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.

LIDER - 494 PAGE 451 200001

4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 25,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 V.N.V., Inc. 8501 Ft. Smallwood Road
 Riviera Beach, Maryland 21122

RECORD FEE 15.00
 RECORD TAX 175.00
 POSTAGE 50
 #14291 0777 102 113:49
 FEB 7 86

6. Secured Party Address
 First Federal Savings & Loan Association of Annapolis 1832 George Ave.
 Attention: C. Partridge-Loan Clerk Annapolis, Maryland 21403
 (Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors
 V.N.V., Inc.
 By: Vincent Valentine (Seal)
 Vincent Valentine, President (Seal)

RECEIVED FOR RECORD
 CIRCUIT COURT, ANN. COUNTY

1986 FEB -7 PM 2:05

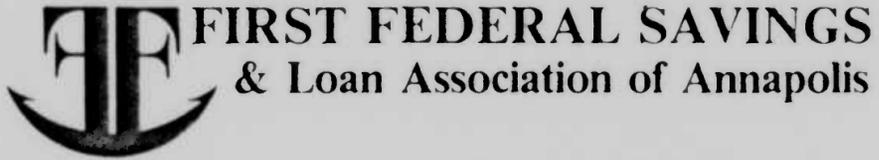
Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

2-2820 (3/85)

1500 17500 50

CLERK

LIBER - 494 PAGE 452



ANNAPOLIS AREA 266-6100 / BALTIMORE AREA 841-6700 / WASHINGTON AREA 261-8800

SCHEDULE A

All furniture now owned or hereafter acquired.

Mail to First Fed S&L Assn.

Anne Laurel County

8/150

200100

LIBER - 494 PAGE 453

RECORD FEE 17.00
POSTAGE
#1-296 0777 R02 T13:55
FEB 7 86

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) Fam Fresh Supermarkets of Frederick, Inc. 6 Hammonds Lane Balto., MD 21225	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Louise P. Kelly, V.P.</u> Return to Secured Party
---	---

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

- A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever;
- B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.
- C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.
- D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.
- E. Other.

All of Debtor's assets described in Schedule A attached hereto.

- 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: \$350,000.00

DEBTOR:	SECURED PARTY: UNION TRUST COMPANY OF MARYLAND
<u>Fam Fresh Supermarkets of Frederick, Inc.</u>	By: <u>[Signature]</u>
By: <u>[Signature]</u> <u>Resident</u>	Louise P. Kelly, V.P.
By: <u>[Signature]</u> <u>Secretary</u>	Date Signed by Debtor: <u>January 14</u> 19 <u>86</u>

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.

RECEIVED FOR RECORDATION
CIRCUIT COURT, BALTO. CO. MD.
1986 FEB - 7 PM 2:05
E. AUBREY COLLISON
CLERK

Also located 10 Freedom shopping center
W. Seventh st.
Frederick, md 21701
3601 Washington Blvd.
Balto. md. 21207

Business has more than 1
location. Stamp tax paid to
SDAT - 1-16 86 amount \$1,
166.00

SCHEDULE A TO FINANCING STATEMENT

DATE January 14, 1960

LIBER - 494 PAGE 454

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Hill Model W12-12CK Ice Cream Case
2,500	1 3/16 x 48" H. I. Styrene (Leasehold Improvement)
8	Crown Paragon 8145-20 Defrost Control
5	Crown Paragon 8045-20 Defrost Control
1	Federal Industries Model 7550SC Hi Volume Battery Case
2	Federal Industries Model VH-57 with extra light and and standard front
1	Commercial Interior Products, Inc. 11' x 12' Customer Service Center
21	Perma Steel End Panels
912	Perma Steel Shelves
1	Southworth C55-59W MDDL
62	Perma Steel Brackets
12	Perma Steel Various Parts
103	Perma Steel Side Caps + AS1, BR
80	Bond Lumber 2 x 4 x 8 SPF
10	Bond Lumber 4 x 8 1/2 Sheet Rock
25	Bond Lumber 1 x 3 x 8
10	Bond Lumber M10
1	Tri-State Refrigeration Leasehold Improvement
1	Hobart Used Food Machine
4	Century Refrigeration Supply, Inc. Paragon
1	NCR Transtector
1	Crown Refrigeration 82-200 Titan Tower
1	Crown Refrigeration WT1000 Remote Tank
22	Vollrath Spreader Bars
1	Metal Masters 24 x 72 S/S Table
30	2 x 2 x 8 FV Vleck Urethane Bonds
2	Hobart Horns Scales
1	BBQ Revolving Oven & Various Related Items
1	Hubert Power Shredder & 3 plates
2	Martin Bamber Co. Sinks & Various Racks
149	Perma Steel Shelves
3	Federal Industries Cooling Boxes
132	Vollrath Leasehold Improvements

1	Diversified Machine Consultants Of Machine
14	Cases of Capped Juice Containers
8	32 x 48 Photo Directors
2	5 Pan Contem. Cab
2	5 Pan Glass & Oak SN GD
2	5/5 5 Units Deep Refrig Cold PW
2	Condensate Evaporator
1	BX 1255 Software System
1	PC Communications Drive
1	PIV/UPC File Maintenance & Reports
1	Financial Reports Transfer
1	Supervisor Action Account Simulation
1	1 BX File Transfer
1	FM Hardware System
1	FM Software System
1	FM Mobile Workstation
96	7" x 11" HF Frames
24	3 1/2" x 12 1/2" CO HBM Frames
20	PCS 125 - EPM MLPG w/Tape
1	Hubert Celery Cutting Plate
1	Vegetable Dicer Plate
1	3 Gal. WTR Coder
40	Gold Display Tray 9 x 26
75	Pans, Knives, Tongs, etc.
13	Perma Steel Shelves
12	VolRath 1/2 5.2 x 4"
1	M-388000 Whitlamatic 2000
1	A-372946 ADV 36V Semi-Auto BA
1	Case 20-GPE 20" Gorilla Nylon Part
1	Case B5088001 Clear Burnish Gal
4	Pastry Bags
4	Bismark Special Tube
4	Delvin Couplings Standard A/B
50	Fish Pricers
68	SLD-2 2" x 7/8" Slides
580	Various Tagbanks w/holders

LIDER - 494 PAGE 456

1	VUR Control
1	Double Burner
1	20 Qt. Pot
4	Cutting Boards
16	Ardco Springs & Cords
10	PCS EPM MLDG w/Tape
24	3 1/2" x 12 1/2" Co HBM Frames
1	T2476 - B - BS METal Masters 24 x 96" S/S Table
24	2064-2 VollRath 1/6 Size x 4" Deep
24	Sani Basket Yellow
2	Rebuilding Kits for Ardco Doors

Mail to Union Trust Co of Md.

STATE OF MARYLAND

LIBER - 494 PAGE 457

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258612

RECORDED IN LIBER 490 FOLIO 138 ON 9/26/85 (DATE)

1. DEBTOR

Name EMPIRE CONSTRUCTION CO.

Address 700 PITMAN RD., BALTIMORE, MD 21226

2. SECURED PARTY

Name MAI BASIC FOUR, INC.

Mail to

Address P. O. BOX C-11921

SANTA ANA, CA 92711

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

<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>TERMINATION</p> <p>THE SECURED PARTY NO LONGER CLAIMS A SECURITY INTEREST UNDER THE FINANCING STATEMENT BEARING THE FILE NUMBER SHOWN ABOVE.</p>	

CHECK FORM OF STATEMENT

RECORD FEE 10.00
314314 C345 R02 114:49

FEB 7 86

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY

1986 FEB -7 PM 3:42

E. AUBREY COLLISON
CLERK

mp

10.00

Dated FEB 3 1986

MAI BASIC FOUR, INC., JENAN WILHELM,
MGR. CREDIT & COLLECTIONS
(Signature of Secured Party)

Type or Print Above Name on Above Line

STATE OF MARYLAND
Anne Arundel County
FORM UCC-1
FINANCING STATEMENT

LIBER - 494 PAGE 458
Identifying File No. 200000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 1/23/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR

Name FAIRVIEW MARINE CORPORATION

Address 1575 FAIRVIEW BEACH ROAD PASADENA, MD 21122

2. SECURED PARTY

Name Heritage International Bank

Address 7126 Wisconsin Avenue

Bethesda, MD 20814

Mail to _____ Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) 12/31/86

4. This financing statement covers the following types (or items) of property (list)

ONE ISLAND GYPSY 36 FOOT EXTENDED FLYBRIDGE WITH SINGLE 6/135 FORD LEHMAN ENGINE WITH STANDARD TRUNK CABIN AS PER FMC PURCHASE ORDER NUMBER 5138.

RECORD FEE 11.00
POSTAGE .50
#14318 0345 R02 114:53
FEB 7 86

E. AUBREY COLLISON
CLERK

1986 FEB - 7 PM 3:43

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

FAIRVIEW MARINE CORPORATION

BY: _____ (Signature of Debtor)

CHARLES ARJARK, PRESIDENT

Charles Arjark
(Signature of Debtor)

Robert A. Cameron
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

BRUCE A. CAMERON, VICE PRESIDENT

Type or Print Above Signature on Above Line

B. A. Cameron

200263

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)

R & R General Contractors
96 Fiddlers Hill Road
Edgewater, MD 21037

2 Secured Party(ies) and Address(es)

Motorola C & E, Inc.
P. O. Box 8788
BWI Airport, Maryland 21240

Mail to

3 Maturity date (if any): A.H

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

All Motorola Communications Equipment and inventory
owned or hereafter acquired by debtor.

"NOT SUBJECT TO RECORDATION TAX"

5 Assignee(s) of Secured Party and Address(es)

Associates Capital Services
793 Elkridge Landing Road
Linthicum, Maryland 21090

RECORD FEE 11.00

FILED FEB 7 1986 11:54

FEB 7 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

Check if covered. Proceeds of collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with:

By:

William Reed
William Reed Signature(s) of Debtor(s)
Owner

By:

Lise Mangerie
Lise MANGERIE Signature(s) of Secured Party(ies)
Contract Specialist

603469 Rev 12-80

1—FILING OFFICER—ALPHABETICAL

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -7 PM 3:43

E. AUBREY COLLISON
CLERK

11.00
25.50

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250950
RECORDED IN LIBER 470 FOLIO 574 ON 2/17/84 (DATE)

1. DEBTOR

Name Galey, Gary R.
Address 1098 Plum Drive, Crownsville, MD 21032

2. SECURED PARTY

Name John Deere Co.
Address PO Box 4949, Syracuse, NY 13221

Mail to _____
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p> </p>	

RECORD FEE 10.00
POSTAGE .50
#14320 1545 R02 114:55
FEB 7 86

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1986 FEB -7 PM 3:43
E. AUBREY COLLISON
CLERK

John Deere Co.

Dated February 4, 1986

R.W. Edwards
(Signature of Secured Party)
R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

10.00
50

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... 214 1986

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. 246901 in Office of Barimore Anne Arundel MD
(Filing Officer) (County and State)

Debtor or Debtors (name and Address): 1555 Sellers Pasadena MD 21122
2401 228th St

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 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
Secured Party

By [Signature]
Its Branch Office Manager

Form 91 MD (3-79)

HOUSEHOLD FINANCE
534 Ritchie Hwy
Severna Park MD

Mail to 21146

10.00
JK

RECORD FEE 10.00
NOTARIAL 0345 002 17453
FEB 7 1986

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 FEB -7 PM 3:43
E. AUBREY COLLISON
CLERK

LIBER - 494 PAGE 462

200001

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): Tidewater Rental Center, Inc. 166 Penrod Court Glen Burnie, MD 21061	(2) Secured Party(ies) (Name(s) And Address(es)) State National Bank of Maryland 11616 Rockville Pike Rockville, MD. 20852 Attn. Commercial Loans	
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3(b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es):	For Filing Officer
(5) This Financing Statement Covers the Following types [or items] of property. 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. <input checked="" type="checkbox"/> Products of the Collateral Are Also Covered. NOT PURCHASE MONEY-NOT SUBJECTED TO RECORDATION TAX		RECORD FEE 11.00 DUPLICATE .50 #14772 0345 R02 714:56 FEB 7 86
(6) Signatures: Debtor(s) Tidewater Rental Center, Inc. by: Michael Zivkovich, President (By) <i>Michael Zivkovich</i> Standard Form Approved by N.C. Sec. of State and other states shown above.	Secured Party(ies) [or Assignees] State National Bank of Maryland (By) <i>Ronald Kimble</i> Roginald C. Kimble, Jr., V.P. 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)	UCC-1

(1) Filing Officer Copy - Numbered

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB -7 PM 3:43

E. AUBREY COLLISON
CLERK

11.00
L

STATE OF MARYLAND
LIBER - 494 PAGE 463
FINANCING STATEMENT FORM UCC-1

Identifying File No. 200305

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ EXEMPT

If this statement is to be recorded in land records check here.

This financing statement Dated AS of Jan. 20, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PHILIP LEE LAUMAN, T/A CEDAR VENDING

Address 181 MAGOTHY BEACH ROAD PASADENA, MARYLAND 21122

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)

4. This financing statement covers the following types (or items) of property: (list)

AS SHOWN UNDER BILL OF LADING NUMBER: 85604
THREE (3) NATIONAL SERIES VENDING MACHINES:
2-145-02
1-146-02

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PHILIP LEE LAUMAN, T/A CEDAR VENDING

Philip Lee Lauman
(Signature of Debtor)

Philip Lee Lauman
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION

Arthur F. Ruprecht
(Signature of Secured Party)

ARTHUR F. RUPRECHT, TREASURER

Type or Print Above Signature on Above Line

RECORD FEE 12.00
POSTAGE .50
#14326 0345 R02 T15:00
FEB 7 86

1986 FEB -7 PM 3:43

E. AUSREY COLLISON
CLERK

1200
50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 494 PAGE 464
4774
Identifying File No. 200306

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Ampersand Graphics RECORD FEE 12.00
Address 121 Sunlight Circle, Glen Burnie, Md. 21061 POSTAGE 2.50
#14329 0345 R02 715405
FEB 7 86

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, 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)

One (1) Mita DC-313Z Copier, Serial Number # 025643
One (1) Mita Copier Stand

RECORD FEE 12.00
POSTAGE 2.50
#14329 0345 R02 715405
FEB 7 86

(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 are to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)
Ampersand Graphics

Elaine Floyd
(Signature of Debtor)

Elaine Floyd/Partner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

Carole Hardesty
(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, G.A. COUNTY
1986 FEB -7 PM 3:44
BY AUBREY COLLISON
CLERK

1200

FINANCING STATEMENT FORM UCC-1

Identifying File No. 260307

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated 1/29/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert Williams
Address 1993 Moreland Parkway, Annapolis, MD 21401

2. SECURED PARTY

Name Phillips Financial Services, Inc.
Address 114 Forbes St., 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)

- 1 ea. Bridgeport Mill, 2 H.P. Motor, 9 x 42 Table, Chrome Plated Ways and Gibs, and accessories
ea. Quality Model 400 Two Axis Digital Readout

RECEIVED FOR RECORD
COUNTY COURT, ANNE ARUNDEL COUNTY
1986 FEB - 7 PM 3:44
E. AUBREY COLLISON
CLERK

MP

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

Robert Williams, Owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

Richard J. Morgan, Vice President
Type or Print Above Signature on Above Line

RECORD FEE 11.00
#14332 C345 R02 715:08
FEB 7 86

11.00

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 494 PAGE 466
Identifying File No. 260363

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here.

This financing statement Dated 1/29/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Vertex A Division of Bowdren, Inc.
Address 1993 Moreland Parkway, Annapolis, MD 21401

2. SECURED PARTY

Name Phillips Financial Services, Inc.
Address 114 Forbes St., 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)

1 ea. Rockwell Model 28-663 Metal Cutting Variable Speed Band Saw

ea. Kysor Johnson Horizontal Wet Cutting Band Saw JW3

E. AUBREY COLLISON
CLERK

1986 FEB - 7 PM 3:44

RECEIVED FOR RECORD
CIRCUIT COURT, ANNAPOLIS, MARYLAND

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)

Brian Bowdren
(Signature of Debtor)

Brian Bowdren, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Richard J. Morgan
(Signature of Secured Party)

Richard J. Morgan, Vice President
Type or Print Above Signature on Above Line

RECORDING FEES 10211408
FEB 7 86

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250811

RECORDED IN LIBER 470 FOLIO 295 ON 2/8/84 (DATE)
Anne Arundel County

1. DEBTOR

Name Scott's Corporation
Address 4995 Fairview Avenue, Linthicum, MD 21090

2. SECURED PARTY

Name Fleet National Bank
Address 111 Westminster Street, Providence, RI 02903

Mail to

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION</p>

E. AUBREY COLLISON
CLERK

1986 FEB - 7 PM 3:44

CHECK NO. 187 FORM OF STATEMENT

SECURITY FEE 10.00
POSTAGE 50
312435 (345) 102 115310
FEB 7 86

Dated January 27, 1986

FLEET NATIONAL BANK
By Michael S. Zbailey
(Signature of Secured Party)
Michael S. Zbailey, V.P.
Type or Print Above Name on Above Line

1000
520

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 250648

RECORDED IN LIBER 470 FOLIO 29 ON 1/26/84 (DATE)

1. DEBTOR Anne Arundel County

Name Scott's Corporation

Address 4995 Fairview Avenue, Linthicum, MD 21090

2. SECURED PARTY

Name Fleet National Bank

Address 111 Westminster Street, Providence, RI 02903

Mail to _____

RECORD FEE 10.00
POSTAGE 50
#14336 0345 R02 115:11
FEB 7 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

KINDLY CHECK IN FORM OF STATEMENT 1986 FEB - 7 PM 3:44 E. AUBREY COLLISON CLERK	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) TERMINATION
	mp	

Dated January 27, 1986

FLEET NATIONAL BANK
By Michael S. Zbailey
(Signature of Secured Party)

Michael S. Zbailey, V.P.
Type or Print Above Name on Above Line

1000
50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 494 PAGE 469
Identifying File No. 200260

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 2/04/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SAFE UNDERWATER DIVING SCHOOL, INC.
Address 836 RITCHIE HIGHWAY SEVERNA PARK, MD 21146

2. SECURED PARTY

Name THE BANK OF GLEN BURNIE
Address DRAWER 70 GLEN BURNIE, MD 21061

Mail to

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 2/06/89

4. This financing statement covers the following types (or items) of property: (list)

TANDY 6000 2FD COMPUTER AND SOFTWARE

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1986 FEB - 7 PM 3:44
E. AUBREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE 50
#14337 0345 002 115:12
FEB 7 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)

SAFE UNDERWATER DIVING SCHOOL, INC.

BY: John W. Kiser
(Signature of Debtor)

JOHN W. KISER, PRESIDENT
Type or Print Above Name on Above Line

BY: Linda M. Kiser
(Signature of Debtor)

LINDA M. KISER, VICE PRESIDENT
Type or Print Above Signature on Above Line

Janis C. Carricato
(Signature of Secured Party)

Janis C. Carricato, Riviera Beach Manager
Type or Print Above Signature on Above Line

11. 2
5

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 \$ 20,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) Donald A. Bowers, District Agent for Northwestern Mutual Life Insurance Co. Address(es) 111 Chinquapin Round Road - Suite 104 Annapolis, Anne Arundel County, Maryland 21401

6. Secured Party PROVIDENT BANK OF MARYLAND Address P.O. Box 1661 Baltimore, MD 21203-1661

Mail to

Attention: Janine Tarr

Commercial Loan Dept.

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors _____ (Seal) Donald A. Bowers, District Agent for Northwestern Mutual Life Insurance Company _____ (Seal)
 _____ (Seal) Donald A. Bowers, District Agent _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

RECEIVED FOR RECORD
CIRCUIT COURT, ANN. COUNTY

1986 FEB -7 PM 3:44

M E AUBREY COLLISON
CLERK

11. W
140
F

RECORDED
140.00
FEB 7 1986

MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of \$ 140,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s): Pointfield Development Company Address(es): P.O. Box 507
Severna Park, Maryland 21146

RECORD FEE 12.00
 POSTAGE 70
 0237 102 109:47
 FEB 10 86

6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division
Attention: Charles S. Fitzgerald 10 Light Street
 Fifth Floor
 Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated February 4, 1986 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):
POINTFIELD DEVELOPMENT COMPANY
 TSY: [Signature] (SEAL)
WARD J. DYAS, JR., GEN. MGR
DYAS (SEAL)

Secured Party:
 MARYLAND NATIONAL BANK
 By: [Signature] (SEAL)
Charles S. Fitzgerald
 Type name and title Assistant Vice President

Mr Clerk. Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

12-3

MP
 RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1986 FEB 10 AM 9:47
 E. AUBREY COLLISON
 CLERK

LIBER - 494 PAGE 472

ALL that parcel or parcels of real property located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

Beginning for the same on the southeast side of Fifth Avenue 145 feet southeast of Crain Highway; running thence southeasterly binding on said side of Fifth Avenue 57.15 feet to intersect the northwest side of an alley 20 feet wide there situate; thence southwesterly binding on said side of said alley 172.39 feet, more or less; thence northwesterly parallel to, or nearly so, with Fifth Avenue 55 feet; thence northeasterly by a straight line (165.00) feet more or less to the place of beginning.

Mail to United Title

To be released

- (1) in the Financing Statement
Records of Anne Arundel
County Identification
470 page 268
- (2) in the Land Records of
Anne Arundel County
- (3) with State Department of
Assessments and Taxation

RELEASE OF FINANCING STATEMENT

1. Debtor: Address of Debtor:
 Hospitality Associates of One Harvey Road
 Laurel Manchester, New Hampshire 03103

2. Secured Party: Address of Secured Party:
 GREYCAS, INC. Greyhound Tower
Phoenix, Arizona 85077

RECORD FEE 10.00
 POSTAGE .50
 #24813 C777 R01 112:03
 FEB 10 86

Mail to

1986 FEB 10 PM 12:03
 E. AUBREY COLLISON
 CLERK

RECEIVED FOR RECORD
 CLERK OF DISTRICT COURT

We hereby terminate and release the above referenced Financing Statement.

Dated: 12/31/85

GREYCAS, INC.

Name of Secured Party

Thomas H. Reed
 Signature of Secured Party

Thomas H. Reed, Senior Attorney
 Type or Print (indicate Title,
 if Company)

SUBSCRIBED AND SWORN TO before me this 31st day of December, 1985

Donna M. Fox
 Notary Public

My commission expires: My Commission Expires Aug. 9, 1988



Remitted to:

✓

Mail to ENTERPRISE TITLE & ESCROW CORP.
 9500 ANNAPOLIS RD., SUITE A-4
 LANHAM, MARYLAND 20706

10.50

To be released

- (1) in the Financing Statement Records of Anne Arundel County Identification
Book 470 page 263
- (2) in the Land Records of Anne Arundel County
- (3) with State Department of Assessments and Taxation

RELEASE OF FINANCING STATEMENT

1. Debtor: Address of Debtor:
 A & S REALTY COMPANY One Harvey Road
 Manchester, New Hampshire 03103

2. Secured Party: Address of Secured Party:
 GREYCAS, INC. Greyhound Tower
 Phoenix, Arizona 85077

RECORD FEE 10.00
 POSTAGE .50
 #24814 C777 R01 T12:04
 FEB 10 86

Mail to

We hereby terminate and release the above referenced Financing Statement.

Dated: 12/31/85

GREYCAS, INC.

Name of Secured Party

Thomas H. Reed

Signature of Secured Party

Thomas H. Reed, Senior Attorney
Type or Print (indicate Title, if Company)

SUBSCRIBED AND SWORN to before me this 31st day of December, 1985

Donna M. Froy
Notary Public

My commission expires: My Commission Expires Aug. 9, 1989

1986 FEB 10 PM 12:03
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
OFFICE OF THE CLERK
ANNE ARUNDEL COUNTY

MP

Return to ✓

ENTERPRISE TITLE & ESCROW CORP.
9500 ANNAPOLIS RD., SUITE A-4
LANHAM, MARYLAND 20706

Mail to

10-
1/2

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Trident Engineering Associates, Inc.
Address: 48 Maryland Avenue
Annapolis, Maryland 21401

2. Name of Secured Party: Annapolis Banking & Trust Company
Address: P.O. Box 311
Annapolis, Maryland 21404

RECORD FEE 11.00
POSTAGE .50
#24857 C345 R01 T14:38
FEB 10 86

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property:
All debtors accounts receivable whether now owned or hereafter aquired

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable: type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)
The above-described goods are affixed or to be affixed to:

MP
RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARD COUNTY
1986 FEB 10 PM 2:37
E. AUBREY COLLISON
CLERK

Debtor(s):
.....Trident Engineering Associates, Inc.
Mitchell A. Kaplan
By: Mitchell A. Kaplan, Chairman
W. B. Henderson
By: W. B. Henderson, President

Secured Party:
Annapolis Banking & Trust Co.
(Type Name of Dealership)
John M. Suit, II
By: (Authorized Signature)
John M. Suit, II, Executive Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

Mail to _____

11/50



260371

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal
- Amount is \$ 14,718.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

William F. Bruther, M.D.

86 State Circle
Annapolis, MD 21401

RECORD FEE 11.00
 RECORD TAX 105.00
 POSTAGE .50

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Mail to each separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

- 1 - 14063 6-004 Field Analyzer English MDL 60 Ser No. 630-1229
- 1 - 08022 Table, Double Power Ser No 2980D

#24760 C345 R01 T10:18
FEB 10 86

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)

William F. Bruther
William F. Bruther, M.D.

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mail to _____

BL
CLERK

MP
 RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1986 FEB 10 AM 10:17
 E. AUBREY COLLISON
 CLERK

11/10
10500
D

A.A. County

LIBER - 494 PAGE 477

5/22/84

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

260375

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ _____
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
 HSS ASSOCIATES, INC. T/A
 BROWN'S HYUNDAI CITY
 (Name)
 7167 Ritchie Highway
 (Address)
 Glen Burnie, MD 21061

SECURED PARTY (OR ASSIGNEE)
 THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Lewis R. Glassman
 (Name of Loan Officer)
 6704 Curtis Court
 (Address)
 Glen Burnie, MD 21061

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

All inventory whether now owned or acquired by Debtor including but not limited to new or used automobiles, trucks, motorcycles or other vehicles, boats or other vessels, Goods held for sale or for lease or to be furnished under contracts of service, raw materials, working processes and materials to be used or consumed in Debtor's business all Contract rights relating to such Inventory or any part thereof and all Proceeds and Products or such Inventory in any form. Together with all equipment, accessories and parts now or hereafter attached to or added to said items of merchandise, or used in connection therewith, and all substitutes and replacements of said items of merchandise, equipment, accessories, and parts.

RECORD FEE 11.00
 POSTAGE 50'
 #24860 C345 R01 T14:47
 FEB 10 86
 RECORD FEE 1.00
 #24861 C345 R01 T14:48
 FEB 10 86

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.

None

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)
 HSS ASSOCIATES, INC. T/A
 BROWN'S HYUNDAI CITY (Seal)
 BY: William E. Schuiling (Seal)
 (Signature)
 William E. Schuiling
 (Print or Type Name)
 Chairman of the Board

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
 (Signature)

 (Print or Type Name)

MP
 RECEIVED FOR RECORD
 CLERK COUNTY
 1986 FEB 10 PM 2:55
 E. AUBREY COLLISON
 CLERK

1200
30

Debtor or Assignor Form

FINANCING STATEMENT

260376

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 7,000.00
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Rodger A. Pontz D.C.

7310 Ritchie Highway, Suite 503
Glen Burnie, MD 21061

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: 6704 Curtis Ct

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

Attachment A / Equipment

Attachment B / Accounts Receivable

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)

Rodger A. Pontz
Rodger A. Pontz D.C.

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF MARYLAND

BY Gail Zickafoose
Gail Zickafoose

RECEIVED FOR RECORD
CIRCUIT COURT H.A.A. COUNTY
1986 FEB 10 PM 2:55
E. AUBREY COLLISON
CLERK

FNB 0850

Type or print names under signatures

1100
4900

GRANT OF SECURITY INTEREST

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

TO BE RECORDED AMONG THE
FINANCING STATEMENT RECORDS
OF PRINCE GEORGE'S COUNTY

LIBER 416 PAGE 67

336359

LIBER - 494 PAGE 480

260377

FINANCING STATEMENT

MAY 10 9 56 AM '86

RECEIVED FOR RECORD
PRINCE GEORGE'S COUNTY

Name of Debtor: TISCHER LEASING, INC.
Address: 3225 Ft. Meade Road
Laurel, Maryland 20707

2. Name of Secured Party: MARYLAND NATIONAL BANK
The Executive Building
Address: 6100 Executive Boulevard
Suite 500
Rockville, Maryland 21852

3. This Financing Statement covers the following types (or items) of property:

A. Inventory. All of the Debtor's inventory of motor vehicles acquired by Debtor and leased or held for lease, both now owned or 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. Chattel Paper. All of the Debtor's chattel paper which are leases of motor vehicles, 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, and (iii) all returned, rejected and repossessed vehicles under such leases.

C. Motor Vehicles. Each of the motor vehicles acquired by Debtor and thereafter leased by Debtor as lessor, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, and (ii) all cash and non-cash proceeds thereof.

4. Proceeds and products of all of the collateral described in Paragraph 3 above (including the proceeds of all insurance policies) are also covered.

RECEIVED FOR RECORD
PRINCE GEORGE'S COUNTY
1986 FEB 10 PM 3:17
E. AUBREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
#14457 0237 102 115:17
FEB 10 86

DEBTOR:

SECURED PARTY:

TISCHER LEASING, INC.

MARYLAND NATIONAL BANK

By: Rudolf Tischler

By: Robert B. Megee

Name: RUDOLPH TISCHER

Name: ROBERT B. MEGEE

Title: President

Title: AVP

PLEASE RETURN TO: MARYLAND NATIONAL BANK
8400 Baltimore Blvd
College Park, Md. 20740
Attn: Neil Harrington

Mail to _____

MAY 10 85 A 2 12480 *****1150

200123

16615

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1A SOCIAL SECURITY OR FEDERAL TAX NO.

1 DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) **Stunda, Steven** LIBER - 494 PAGE 481

1B MAILING ADDRESS **136 West Street** 1C CITY STATE **Annapolis, MD** 1D ZIP CODE **21401**

2 ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL) **THIS IS A PARTNERSHIP; SEE EXTENSION SHEET(S) FOR ADDITIONAL ADDRESSES.** 2A SOCIAL SECURITY OR FEDERAL TAX NO.

2B MAILING ADDRESS 2C CITY STATE 2D ZIP CODE

3 DEBTOR'S TRADE NAMES OR STYLES (IF ANY) **DBA Annapolis Hotel, Quality, Royale** 3A FEDERAL TAX NUMBER

4 SECURED PARTY **EECO Computer, Inc.**

NAME **EECO Incorporated +**
MAILING ADDRESS **1601 E. Chestnut Ave.** STATE **CA** ZIP CODE **92702**
CITY **Santa Ana**

5 ASSIGNEE OF SECURED PARTY (IF ANY)

NAME
MAILING ADDRESS
CITY STATE ZIP CODE

4A SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.E.A. NO.
4B SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.E.A. NO.

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

RECEIVED FOR RECORD
CLERK
AUBREY COLLISON
986 FEB 11 AM 11:37

SEE ATTACHED EXTENSION SHEET FOR APPROPRIATE STATEMENT OF COLLATERAL.

Not Subject to Recordation Tax

7 CHECK IF APPLICABLE 7A PRODUCTS OF COLLATERAL ARE ALSO COVERED 7B DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM

8 CHECK IF APPLICABLE DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (a)

9 SIGNATURE(S) OF DEBTOR(S) **Steven Stunda** DATE **Dec 19, 1985** C O D E

10 THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)

11. RETURN COPY TO:

NAME **DATA-FILE SERVICES, INC.**
ADDRESS **12327 SANTA MONICA BLVD. #102**
CITY **LOS ANGELES, CA 90025**
STATE
ZIP CODE

RECORD FEE 15.00
#24948 1345 R01 11:13
FEB 11 86

FORM UCC-1

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 3

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

EECO Incorporated +
EECO Computer, Inc.
1601 E. Chestnut Ave.
Santa Ana, CA 92702

DEBTOR:

Stunda, Steven
DBA Annapolis Hotel, Quality, Royale
136 West Street
Annapolis, MD 21401

Please index this filing to all additional DBAs and/or mailing addresses listed below:

- # 1 DBA Plaza West Associates, LTD
136 West Street
Annapolis MD 21401

Stunda, Steven

EECO Incorporated +
EECO Computer, Inc.

Steven Stunda by Al Twardch
DEBTOR

Al Twardch
SECURED PARTY

3

SHEET No.

Steven Stunda
Filing Officer Copy

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 3

CONTINUATION OF FINANCING STATEMENT BETWEEN

SECURED PARTY:

EEOC Incorporated +
EEOC Computer, Inc.
1601 E. Chestnut Ave.
Santa Ana, CA 92702

DEBTOR:

Stunda, Steven
DBA Annapolis Hotel, Quality, Royale
136 West Street
Annapolis, MD 21401

(1)-- PMS/GT/50-D ECI Guest Trak Property Management Computer Systems

Mail to EEOC Inc.

Stunda, Steven

EEOC Incorporated +
EEOC Computer, Inc.

2

DEBTOR
Steven Stunda
Filing Officer Copy

SECURED PARTY

SHEET No.

260129

LIBER - 494 PAGE 484

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) McConnell, Vernon 8 Carole Ct. Severna Park, Md. 21146	2 Secured Party(ies) and address(es) U.S. ENERGY CONSERVATION CORP. 6911 RICHMOND HIGHWAY, #490 ALEXANDRIA, VIRGINIA 22306	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #24949 C345 R01 T11:15 FEB 11 86
4. This financing statement covers the following types (or items) of property: 3 Double Hung style Energy Lock III 3 Two section slider style Energy Lock III Includes capping Conditional Sales Contract - Tax Exempt <i>Mail to</i>		5. Assignee(s) of Secured Party and Address(es) Barclays American/Fin. 424 Maple Avenue, East Vienna, Virginia 22180
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		
Check <input checked="" type="checkbox"/> if covered. <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented		
Filed with Clerk of the Court		

By: *Vernon McConnell*
 Signature(s) of Debtor(s)
 Vernon McConnell

By: *John Doebriner*
 Signature(s) of Secured Party(ies)
 John Doebriner

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

MPG
 RECEIVED
 CLERK OF COURT
 1986 FEB 11 AM 11:37
 E. AUBREY COLLISON
 CLERK

200430

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) Pulley, Frances Pulley, Sandra 112 McKinsey Road Severna Park, Md 21146	2 Secured Party(ies) and address(es) U.S. ENERGY CONSERVATION CORP. 6911 RICHMOND HIGHWAY, #490 ALEXANDRIA, VIRGINIA 22306	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property: 9 Replacement Windows Conditional Sales Contract Tax Exempt		5 Assignee (if of Secured Party) Address(es) Barclays American/Fin. 424 Maple Avenue, East Vienna, Virginia 22180

RECORD FEE 12.00
 POSTAGE .50
 FEB 11 1986

Rail 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

X Frances Pulley
 Frances Pulley
 By Sandra Pulley
 Sandra Pulley
 Signature(s) of Debtor(s)

USECE
John Doe
 By _____
 Signature of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

12.00
 MP
 RECEIVED FOR RECORD
 CIRCUIT COURT - I. A. COUN
 1986 FEB 11 AM 11:37
 E. AUBREY COLLISON
 CLERK

200101

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) Lucas, Robert M. P.O. Box 22 481 Holiday Street Odenton, Md 21113	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)
4 This financing statement covers the following types (or items) of property: 9 Replacement Windows Conditional Sales Contract Tax Exempt		5. Assignee of Secured Party and Address(es) RECORDED 11.00 #24953-0345 R01 11:19 FEB 11 86 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

By: X Robert M. Lucas
Robert M. Lucas of Debtor(s)

By: USECC
John Doebriner
John Doebriner of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Office Copy - Alphabetical

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB 11 AM 11:37

E. AUBREY COLLISON
CLERK

MP

11.00
8

200100

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) Tingley, George & Ethel 2323 Mount Vernon Rd. GAMBRIEL, MD 21054	2. Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Va 22306	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 9 Replacement Energy Pool III Windows Conditional Sales Contract Tax Exempt		5. Assignee(s) (Last Name First) and address(es) Barclays American/Financial 424 Maple Avenue, East Vienna, Va 22180 RECORD FEE 12.00 POSTAGE 50 42452.1345 101 11:19 FEB 11 86

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

By: George P. Tingley
George P. Tingley
By: Ethel Tingley
Ethel Tingley
Signature(s) of Debtor(s)

By: John Doebriner
John Doebriner
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

MP
RECEIVED FOR RECORD
DEPT. OF CLERK & COUNTY
1986 FEB 11 AM 11:37
E. AUBREY COLLISON
CLERK
1200

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)

Stitt, Susan
771 Diving Creek Rd
Arnold, Md. 21012

2 Secured Party(ies) and address(es)

U.S. ENERGY CONSERVATION CORP.
6911 RICHMOND HIGHWAY, #490
ALEXANDRIA, VIRGINIA 22306

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE .50
#24954 C345 R01 11:20
FEB 11 1986

4 This financing statement covers the following types (or items) of property.

2 Two section slider Energy Lock III
thermal replacement windows. Includes
capping & colonial mantias.
Conditional Sales Contract
Tax Exempt

5 Assignee(s) of Secured Party Address(es)

Barclays American/Fin.
424 Maple Avenue, East
Vienna, Virginia 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Check if covered. Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented.

Filed with: Clerk of the Court

By: Susan R. Stitt
Susan Stitt Signatures of Debtor(s)

By: USECC
John Doebriner
John Doebriner Signatures of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

11. 2
sc
RECEIVED FOR RECORD
CLERK OF COURT, A.A. COUNTY
1986 FEB 11 AM 11:37
E. AUBREY COLLISON
CLERK
MP

494 489 260379

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) Sullivan, Thomas & Lou 1731 Tarrytown Avenue Crofton, Maryland 21114	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)
4. This financing statement covers the following types (or items) of property: <i>Thermal Windows</i> Conditional Sales Contract Tax Exempt		5. Assignee(s) of Secured Party(ies) and Address(es) Barclays American/Fin. 424 Maple Avenue, East Vienna, Virginia 22180

RECORD FEE 12.00
POSTAGE .50
#24855 CT45 801 711-20
FEB 11 86

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

Thomas F Sullivan

Thomas F Sullivan
Signature(s) of Debtor(s)
By *Lou E Sullivan*

Lou E Sullivan

USECC
John Doebriner

Signature(s) of Secured Party(ies)
John Doebriner

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

MP
RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 FEB 11 AM 11:37
E. AUBREY COLLISON
CLERK

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es) <i>Leon, Debbie Debi djk</i> <i>248 West Edgevale Rd</i> <i>Baltimore, Md.</i> <i>21225</i>	2 Secured Party(ies) and address(es) U.S. ENERGY CONSERVATION CORP. 6911 RICHMOND HIGHWAY, #490 ALEXANDRIA, VIRGINIA 22306	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: <i>6 Double Hung Energy Lock III</i> <i>thermal replacement windows.</i> <i>Includes capping.</i>		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.

RECORD FEE 11.00
 #24957 C345 ROL III:25
 FEB 11 86

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 *Debi Leon*
 Debi Leon
 Signature(s) of Debtor(s)

By *USECC*
John Doebriner
 Signature(s) of Secured Party(ies)
 John Doebriner

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

MR
 1
 1986 FEB 11 AM 11:38
 CLERK

260331

LIBER - 494 PAGE 491

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) Davenport, Dewayne & Vickie 901 Timber Ridge Rd. Hanover, Md. 21076	2 Secured Party(ies) and address(es) U.S. ENERGY CONSERVATION CORP. 6911 RICHMOND HIGHWAY, #490 ALEXANDRIA, VIRGINIA 22306	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE 50 #24738 C345 R01 11:26 FEB 11 86
4. This financing statement covers the following types (or items) of property: 7 Two section slider style Energy lock thermal replacement windows Includes installation & capping. Mail to		5. Assignee(s) of Secured Party and Address(es) BARCLAYS AMERICAN/FIN. 424 MAPLE AVENUE, EAST VIENNA, VIRGINIA 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected

Check if covered. Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with: Clerk of the Circuit Court Ann Arundel County

By: X [Signature]
 Dewayne Davenport
X [Signature]
 Vickie Davenport
 Signature(s) of Debtor(s)

By: [Signature]
 John Doebriner
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Office Copy - Alphabetical

124
2

MP

RECEIVED FOR RECORD
 CIRCUIT COURT, ANN ARUNDEL COUNTY

1986 FEB 11 AM 11:38

E. AUBREY COLLISON
 CLERK

200332

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)

RICHARDSON, JUNE A.
1045 CHRISTMAS LANE
GAMBRILLS, MD 21054

2 Secured Party(ies) and address(es)

U.S. ENERGY CONSERVATION CORP.
6911 RICHMOND HIGHWAY, #490
ALEXANDRIA, VIRGINIA 22306

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00
POSTAGE 50
#24958 C345 R01 11:27
FEB 11 86

4. This financing statement covers the following types (or items) of property

Thermal Windows.

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 Circuit Court Ann Arundel County

By: *June A. Richardson*
June A Richardson
Signature(s) of Debtor(s)

By: *USECC*
John Doebröner
John Doebröner
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Office Copy - Alphabetical

RECEIVED FOR RECORD
CIRCUIT COURT, ANN ARUNDEL COUNTY

1986 FEB 11 AM 11:38

E. AUBREY COLLISON
CLERK

MP

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3 Maturity date (if any).

1 Debtor(s) (Last Name First) and address(es)

JOEL AND SALLIE M. ROBERTS
209 WARFIELD ROAD
GLEN BURNIE, MD. 21061

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
#24960 C345 R01 11:27
FEB 11 86

4 This financing statement covers the following types (or items) of property

10 DOUBLE HUNG ENERGY LOCK III
WINDOWS

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 Circuit court Ann Arundel County

By: Joe L. Roberts
Joe L. Roberts
By: Sallie M. Roberts
Sallie M. Roberts Debtor(s)

By: John Doebriner
John Doebriner Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

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RECEIVED FOR RECORD
JUDICIAL CLERK ANN ARUNDEL COUNTY
12
2
1986 FEB 11 AM 11:38
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

200133

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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

2. SECURED PARTY

Name Leasing Service Corporation
Address 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."

Assignee:
Credit Alliance Company
P.O. Box 1680
500 DiGiulian Blvd.,
Glen Burnie, Maryland 21061

RECORD FEE 17.00
POSTAGE .50
#204810345 R01 J11-32
FEB 11 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)

Hollerbach & Andrews Equipment Co., Inc.

T.R. Hollerbach Pres.
(Signature of Debtor)

T. R. HOLLERBACH Pres
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Leasing Service Corporation

[Signature]

(Signature of Secured Party)

Larry F. Kimmel Assist. V.P.
Type or Print Above Signature on Above Line

MP
RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 FEB 11 AM 11:38
E. AUDREY COLLISON
CLERK

17.2
d

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 February 4, 1986

between Leasing Service Corporation as Seller/Lessor/Mortgagee
and Hollerbach & Andrews Equipment Co., Inc., 8414 Washington Blvd., Jessup, 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 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
\$ 131,328.00
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 4th day of February, 19 86

Leasing Service Corporation (SEAL.)
(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE LIBER - 494 PAGE 496

TO: Leasing Service Corporation ("Seller") FROM: Hollerbach & Andrews Equipment Co., Inc. ("Buyer")
500 DiGiulian Blvd., Glen Burnie, Md. 21061 8414 Washington Blvd., Jessup, Md. 20794
(Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): One (1) 1980 Ford Truck Model LNT8000 S/N W80SVJG9464 with Schwing Pump, Model KDM 28/24-125m S/N 17020557. One (1) 1981 International Truck, Model F1954, S/N AF195BCA10196, Schwing Concrete Pump, Model BLP 801KVM28/24-125 S/N 17020584 with Pacing Boom S/N 1671193.	(1) TIME SALES PRICE	\$ 131,328.00
	(2) Less DOWN PAYMENT IN CASH	\$ -0-
	(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	\$ -0-
	(4) CONTRACT PRICE (Time Balance)	\$ 131,328.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8414 Washington Blvd., Jessup, Maryland

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any 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 thirty one thousand three hundred twenty eight and 00/100 ***** Dollars (\$ 131,328.00)

being the above indicated Contract Price (hereinafter called the "time balance") in _____ successive monthly installments, commencing on the 5th day of April, 19 86, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 3,648.00 and the final installment being in the amount of \$ 3,648.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller 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 contents 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: February 4, 19 86
 Accepted Leasing Service Corporation (SEAL) Hollerbach & Andrews Equipment Co., Inc. (SEAL)
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)
 By: [Signature] By: T.R. Hollerbach PRES
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
 By: _____
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by _____

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

(Guarantor-Endorser) (L.S.) _____ (Guarantor-Endorser) (L.S.)

(Guarantor-Endorser) (L.S.) _____ (Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and acts over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (SEAL.)

(Witness) By: _____
(Signature: Title of Officer, "Partner" or "Proprietor")

Mail to Credit Alliance Corp

260139

RECORD FEE 11.00
POSTAGE .50

FINANCING STATEMENT

- 1 To be recorded in the Land Records at _____
- 2 To be recorded among the Financing Statement Records at _____
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ _____ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

#25044 C777 R01 T14:01

5 Debtor(s) Name(s) _____ Address(es) _____

M & M Amusement, Inc

**123 Roesler Rd, Glen Burnie, Md
21061**

FEB 11 86

6 Secured Party **Willow Ent. Inc.**

118 Roesler Road
Address Glen Burnie, Md. 21061

Attention Louis Wilner

(Please return to Willow Ent. Inc. at the address 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 that 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 accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
 - G 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 accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
 - 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.

M & M Amusement, Inc (Seal)

Larry Jay Wilner
Larry Jay Wilner - Pres
Larry Jay Wilner
Larry Jay Wilner (Seal)

Secured Party

Willow Enterprises, Inc (Seal)

Louis Wilner
Type name and title
Louis Wilner - Sec Treas.

Assignee- **FIRESTONE FINANCIAL CORP.**
345 Boylston St,
Newton Center, Mass
02159

11.00
50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB 11 PM 2:15

E. AUBREY COLLISON
CLERK

MP

↑

LIBER - 494 PAGE 499

SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a

Installemnt Sales Contract between Willow Enterprises, Inc (Vendor)

and MG M Amusement, Inc (Purchaser) dated October 22, 1985

- 2 New Williams Strike Zone Shuffles 25241-25276
- 3 New Merit 9 inch Counter Top Trivia 6221004-6221005-6221006
- 2 Rushin Attacks 28530-27649

Mail to Firestone Financial Corp

LIBER - 494 PAGE 500

260410

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)
Rayburn, Carol Jean
Wayson's Mobile Court
Lot #295
Lothian, MD 20711

2 Secured Party(ies) and address(es)
Virginia Mobile Homes
9720 Lee Highway
Fairfax, VA 22031

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property

1985 Nashua-Nashua 14x70 s/n NZOHCNX570142BR-2
Together with all appliances, equipment, accessories, parts and accessions thereon and thereto all substitutions, replacements or additions therefore, and all proceeds thereof, all as more fully described in the Manufactured Home Retail Installment Sale Agreement between debtor and secured party.

5 Assignee(s) of Secured Party and Address(es)

All Valley Acceptance Co.
P.O. Box 668
Uniontown, PA 15401

Mail to

RECORD FEE 11.00
POSTAGE 50
#24964 C345 R01 11:34
FEB 11 86

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:

Carol Jean Rayburn

All Valley Acceptance Co.

By Carol Jean Rayburn
Signature(s) of Debtor(s)

By Thomas J. Poyard, acc
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

1100
1190.

RECEIVED FOR RECORD
COURT HOUSE, WASHINGTON COUNTY
1986 FEB 11 AM 11:38
E. AUBREY COLLISON
CLERK

mp

200111

FINANCING STATEMENT

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records. (Anne Arundel Co.)
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 45,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 Hill/Lanone Leasing, Inc. 200 Hospital Drive
 Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661
PROVIDENT BANK OF MARYLAND Baltimore, MD 21203-1661
 Attention: Commercial Loan Dept. Mgr.
(Type name & title)

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 accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

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 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 Hill/Lanone Leasing, Inc.
 _____ (Seal) _____ (Seal)
 _____ (Seal) Secretary _____ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

RECORD FEE
 RECORD TAX
 11.00
 315.00
 .50
 2.00

11.00
 315.00
 .50
 R01 11:35
 FEB 11 86

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNE ARUNDEL COUNTY

1986 FEB 11 AM 11:38

E. AUBREY COLLISON
 CLERK

mp

Handwritten initials and numbers: 11, 315, 20

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated 1/30/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

200112

1. DEBTOR

Name John J. Robb
Address 604 - Central Ave - Edgewater, Md. 21037

2. SECURED PARTY

Name James O. Young & Co
Address 3100 Crain Highway
Upper Meridian, Md. 20772

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Mail to _____

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 MF 1030 tractor
1150

"NOT SUBJECT TO RECORDATION TAXES"

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

John J. Robb
(Signature of Debtor)

JOHN J. ROBB
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Anne Arundel County
44-19012
8504672

James O. Young & Co
(Signature of Secured Party)

JAMES O. YOUNG
Type or Print Above Signature on Above Line

JR

MP
RECORDED FOR RECORD
ANN ARUNDEL COUNTY

1986 FEB 11 AM 11:38

AUBREY COLLISON
CLERK

RECORDED FOR RECORD
POSTAGE
#24966 C345 R01 T11:36
FEB 11 86

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 29916
 RECORDED IN LIBER 0352 FOLIO 792 ON 5/2/83 (DATE)

1. DEBTOR

Name Hill, Kenneth P.
 Address 618 Leftstrand Lane, Rockville, MD 20850

2. SECURED PARTY

Name John Deere Co.
 Address PO Box 4949, Syracuse, NY 13221

Mail to _____

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECEIVED FOR RECORD
 SHERIFF'S OFFICE
 MONTGOMERY COUNTY

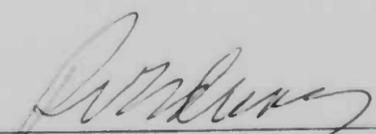
1986 FEB 11 AM 11:38

E. AUBREY COLLISON
 CLERK

RECORD FEE 10.00
 POSTAGE .50
 #24967 C345 R01 111:37
 FEB 11 86

John Deere Co.

Dated February 7, 1986


 (Signature of Secured Party)
R.W. Edwards, Asst. Treas.
 Type or Print Above Name on Above Line

10.00
 62

STATE OF MARYLAND

Anne Arundel County

LIBER - 494 PAGE 504

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244084

RECORDED IN LIBER 453 FOLIO 467 ON 9/1/82 (DATE)

1. DEBTOR

Name Ben Oaks Decorating Center, Inc.
Address 721 Benfield Road, Severna Park, MD 21146

RECORD FEE 10.00
POSTAGE 50
#24979 C345 R01 11:50
FEB 11 86

2. SECURED PARTY

Name General Electric Credit Corporation
Address P.O. Box 13337, Chesapeake, VA 23325

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	<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: Amendment <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>Amend debtors address to read, but not limited to: 821 W. Benfield Road, Severna Park, MD 21146</p>	
	<p>RECEIVED FOR RECORD ANNE ARUNDEL COUNTY</p> <p>1986 FEB 11 PM 12:11 E. AUBREY COLLISON CLERK</p>	

Ben Oaks Decorating Center, Inc.

General Electric Credit Corporation

Signed [Signature]
Dated [Signature]

[Signature]
(Signature of Secured Party)
[Signature]
Type or Print Above Name on Above Line

10 00
50

200113

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) Edward L. Canupp d/b/a Ed Canupp Racing and Machine 4304 Talbot Ct. Pasadena, MD 21122	2. Secured Party(ies) and address(es) Cap-Co Leasing Company 1430 N. Meacham Rd. Schaumburg, IL 60195	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 attached Schedule A" ***Not subject to recordation tax***		5. Assignee(s) of Secured Party Address(es) Capitol Leasing Company 1430 N. Meacham Rd. Schaumburg, IL 60195

RECORD FEE 12.00
POSTAGE 50
#2485 2345 R01 11:53
FEB 11 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:

Check if covered; Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:
Edward L. Canupp d/b/a
Ed Canupp Racing and Machine
Edward L. Canupp
Signature(s) of Debtor(s)

Cap-Co Leasing Company
By: *David Parley*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

MP
RECEIVED FOR RECORD
CIRCUIT COURT, W.A. COUNTY
1986 FEB 11 PM 12:11
E. AUBREY COLLISON
CLERK

c|c

CAP-CO LEASING CO.

8300 Norman Center Drive, Suite 885 • Bloomington, MN 55437 • (612) 893-0407

LIBER - 494 PAGE 506

SCHEDULE A

Ed Canupp Racing and Machine
4304 Talbot Ct.
Pasadena, MD 21122

- 1 Model 'HC500-A Horizontal Balancer *s/n 2085-61*
- 1 Mount and slide for drill press 6' long
- 1 Digital Scale *s/n 2316976-246*
- 1 V-8 Bobweights, set of 4

BY *Ed Canupp*
Ed Canupp Racing and Machine

78815

LIBER - 494 PAGE 507

STATEMENT OF TERMINATION OF FINANCING
(Pursuant to Uniform Commercial Code)

..... 2/4 1986

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. 240214 in Office of Lorraine AA Co MD (Filing Officer) County and State
Debtor or Debtors (name and Address): Raymond K + Sharon M. Woods
1492 Cornell Court
Eden Grove Pk. 21061

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

RECORD FEE 10.00
POSTAGE .50
#2495 C345 R01 711-55
FEB 11 86

..... Secured Party
By [Signature] Its Branch Office Manager
Mail to

Form 91 MD (3-79)

RECEIVED FOR RECORD
MONTGOMERY COUNTY

76 FEB 11 PM 12:11

MARIE COLLISON
CLERK

STATE OF MARYLAND

LIBER - 494 PAGE 508

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258745

RECORDED IN LIBER 490 FOLIO 353 ON 10/4/85 (DATE)

1. DEBTOR

Name J. Paul Leonard, Inc.
Address 1007 Shire Court, Crofton, MD 21114

2. SECURED PARTY

Name Alban Tractor Co., Inc.
Address P. O. Box 9595, Baltimore, MD 21237

Mail to

Credit Alliance Corporation, P. O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>One (1) Used Caterpillar Model #941B Track Type Loader, S/N 80H6322</p> <p style="text-align: center;">ASSIGNEE OF THE SECURED PARTY:</p> <p style="text-align: center;">Credit Alliance Corporation P. O. Box 1680 Glen Burnie, Maryland 21061</p>	

RECORD FEE 10.00
POSTAGE .50
#24986 C345 R01 T11:56
FEB 11 86

Alban Tractor Co., Inc.

Dated _____

Mark N. Welsh
(Signature of Secured Party)

Mark N. Welsh, Financial Sales Mgr.
Type or Print Above Name on Above Line

D. E. CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB 11 PM 12:11

AUBREY COLLISON
CLERK

10-
J

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
Lessee:
Frank Duvall
T/A Frank's Towing
7148 Ridge Rd.
Hanover, MD 21076

2. Secured Party(ies) and address(es)
(LESSOR)
Century Equip. Leas. Corp.
709 N. Easton Rd.
Willow Grove, PA 19090

4. This financing statement covers the following types (or items) of property:

(1) Rotary SP84 Above-Ground Lift
S/N 12168

NOT SUBJECT TO RECORDATION TAX

5. Assigned to Secured Party
Address: 2475 C345 ROL
First Eastern Bank
639 Main St.
Stroudsburg, PA 18360
RECORD FEE 12.00
FEB 11 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:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Clerk of the Circuit Court of Anne Arundel

Frank Duvall, T/A Frank's Towing
By: [Signature]
Frank Duvall Debtor Owner

Century Equipment Leasing Corp.
By: [Signature] Asst. Secy.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1250.

MP

RECEIVED FOR RECORD
CIRCUIT COURT OF ANNE ARUNDEL COUNTY
1986 FEB 11 PM 12:12
E. AUBREY COLLISON
CLERK

~~410 A 24~~

189069-A

LIBER - 494 PAGE 510

260334

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244530

RECORDED IN LIBER 454 FOLIO 514 ON Oct. 5, 1982 (DATE)

1. DEBTOR

Name NICHOLAS A. JAUSCHNEGG, JR. and KAREN J. JAUSCHNEGG, his wife
Address 8349 Williamstowne Drive, Millersville, Maryland 21108

2. SECURED PARTY

Name ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION
Address 7699 Harford Road, Baltimore, Maryland 21234

Mail to _____

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) October 1st, 2012

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>8349 Williamstowne Drive, Third Assessment District of Anne Arundel County, State of Maryland.</p>	

CHECK FORM OF STATEMENT

1986 FEB 11 PM 1:05

E. AUBREY COLLISON
CLERK

RECORD FEE 10.00
POSTAGE 50
#14800 0055 R02 T12:29
FEB 11 86

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION

Dated July 10, 1985

BY: *Lewis E. Messick*
(Signature of Secured Party)

Lewis E. Messick, Senior Vice-President
Type or Print Above Name on Above Line

1000/50

THE MONUMENTAL TITLE CO.
114 Monumental Title Bldg.
BENTLEY PARK, MD. 21108

Ms A 92

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. -- FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 241413

RECORDED IN LIBER 446 FOLIO 419 ON Feb. 10, 1982 (DATE)

1. DEBTOR

Name W. F. UTZ CONSTRUCTION COMPANY, INC.
Address 724 Dill Road, Severna Park, Maryland 21146

2. SECURED PARTY

Name ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION
Address 1746-48 York Road, Lutherville, Maryland 21093

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) February 4, 1985

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Lot B Plat entitled "Minor Subdivision Donald Barden Property, Forest Drive and Lake Avenue", Third Assessment District of Anne Arundel County, State of Maryland</p>	

RECORD FEE 10.00
POSTAGE 50
814608 1055 102 112:33
FEB 11 86

(m)

Dated September 27, 1985

ADMIRAL-BUILDERS SAVINGS AND LOAN ASSOCIATION
BY: [Signature]
(Signature of Secured Party)
Robert L. Kolscher, Senior Vice-President
Type or Print Above Name on Above Line President

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1000
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THE MONUMENTAL TITLE CO
The Monumental Title Bldg.
SEVERNA PARK, MD. 21146

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1986 FEB 11 PM 1:06
E. AUBREY COLLISON
CLERK

260356

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings & Loan Association

Mail to Address 4102-08 Frederick Avenue
Baltimore, MD 21229

RECORD FEE 11.00
POSTAGE .50
#25039 C345 R01 113:53
FEB 11 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)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under a certain True Lease Assignment dated February 28, 1985, Schedule 02, dated December 26, 1985 between Assignor as Lessor and LEASE ACCOUNT # 588220 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 2/3/86 between Assignor and Assignee:

- 1 (one) Altos 986T-80 Computer, S/N 198127 w/67MB Hard Disk, Concurrent CPM Operation System, Streaming Cartridge Tape Backup & 3 Backup Tape Cartridges
- 1 (one) Altos III Terminal w/ten foot cable S/N 0070000034

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

William J. Ottey, Exec. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

EXECPRI

1177

RECEIVED RECORD
CLERK COURT ANNE ARUNDEL COUNTY
1986 FEB 11 PM 11:57
E. AUBREY COLLISON
CLERK

17
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200115

LIBER - 494 PAGE 514

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) Gould, Inc. 6711 Baymeadow Drive Glen Burnie, Maryland 21061	2. Secured Party(ies) and address(es) Hewlett-Packard Company Finance & Remarketing Div. 972 E. Arques Ave., 70FA Sunnyvale, CA. 94086 4144-81382	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 17.00 POSTAGE .50 #25045 C777 R01 T14:04 FEB 11 86
4. This financing statement covers the following types (or items) of property: Hewlett-Packard Equipment per the attached Equipment Schedule and Payemnt Agreement. **Debtor has authorized Secured Party to File. "This Equipment Not Subject to Recordation Tax"		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:
 Check if covered Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:
 **SEE ATTACHED
 Hewlett-Packard Company)
 By: Gene M. Zuer Signature(s) of Secured Party(ies)
 (1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

1780

mp

RECEIVED FOR RECORD
 CIRCUIT COURT, T.A. COUNTY
 1986 FEB 11 PM 2:15
 E. AUBREY COLLISON
 CLERK

hp HEWLETT
PACKARD

**OPERATING LEASE
EQUIPMENT SCHEDULE**

AGREEMENT NO.: 4144- 81382 ()
REF: MASTER AGREEMENT NO.: 4144- 80709 ()

LESSOR HEWLETT-PACKARD COMPANY, its Successors and Assigns
3000 Hanover Street, 20BE
Palo Alto, CA 94304

LESSEE Gould, Inc. (Full Legal Name of Lessee)

6711 Baymeadow Drive (Billing Address)

Glen Burnie (City) Maryland (State) 21061 (Zip)

Pat Venanzi (Contact) 301/787-3827 (Phone)

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE:

Street same as above address City _____

County _____ State _____

The Exhibits checked below are attached and made a part of this Agreement:

HP Product Warranty
HP Document No. 5954-1617(D)
Revision No. R03-85

Standard HP Software Terms
HP Document No. _____
Revision No. _____

Other
HP Document No. _____
Revision No. _____

HP Early Buyout Schedule
HP Document No. _____
Revision No. 7/1/85

Other _____
HP Document No. _____
Revision No. _____

NON-CANCELLABLE AGREEMENT:
THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN

The following items are leased on terms specified on this schedule and this schedule becomes a part of and subject to the terms and conditions of Master Agreement Number 4144 80709 dated August 20, 19 85 which remains in full force and effect

The term of this Equipment schedule for each item of Equipment covered hereon shall commence upon the date Lessor executes this Schedule and shall expire 36 months from the due date of the first invoice, or on the expiration of any applicable renewal period. As rent for the Equipment covered by this schedule throughout the term thereof, Lessee agrees to pay Lessor, its successors or assigns the sum of \$ 443.96 which (excludes ~~any~~ applicable ~~use~~ taxes), per month beginning upon acceptance of Equipment as defined in paragraph 3 of the above referenced Master Agreement.

PURCHASE, RENEWAL, RETURN OPTIONS

Provided that no event of default has occurred or is continuing to occur at the end of the initial non-cancellable lease term, Lessee shall have the option to exercise the following options by providing Lessor with ninety (90) days prior written notice of its intention.

(i) To purchase all or some of the Equipment covered by this Agreement for the

$$\left(\frac{\text{Net Price of Equipment To be Purchased}}{\text{Total Net Price Equipment}} \right) \times \left(\begin{array}{l} \text{Amount} \\ \text{to} \\ \text{Finance} \end{array} \begin{array}{l} \text{less} \\ \\ \end{array} \begin{array}{l} \text{** } \del{60\%} \\ \del{60\%} \\ \text{of the} \\ \text{monthly Rents} \\ \text{Received} \end{array} \right)$$

plus any accrued late charges and taxes applicable to the transfer of this Equipment.

(ii) To renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left(\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price Equipment}} \right) \times (\text{Original Monthly Payment})$$

(iii) To return in accordance with paragraph 4 of the above referenced Master Agreement any Equipment covered by this Agreement that is not purchased or renewed.

If Lessee fails to notify Lessor of its intentions ninety (90) days prior to this Agreement's expiration, it is hereby agreed that the Lessee shall renew all of the Equipment covered by this Agreement in accordance with option (ii) above.

During the renewal period Lessee may return all of the Equipment in accordance with paragraph 4 of the above referenced Master Agreement or purchase all of the Equipment covered by this Agreement for the price computed in accordance with option (i) above by providing the Lessor with ninety (90) days prior written notice. ~~60%~~ ^{**} of all Rents received shall accrue toward subsequent purchase of the Equipment covered by this Agreement up to an eighty percent (80%) maximum of the original Amount to Finance.

If Lessee exercises its option to purchase the Equipment, it is sold in its then "as is" condition at its location when the option is exercised

EARLY BUY-OUT OPTION

At its option during the initial non-cancellable lease term, Lessee may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. The purchase price shall be determined from the above referenced Early Buy-Out Schedule.

EQUIPMENT UPGRADE/ADD-ON

At its option but subject to Lessor's prior written consent, Lessee may lease additional equipment and/or upgraded equipment for those items covered under the Agreement on a then currently marketed Lessor upgrade program. Such additional or upgraded equipment shall be scheduled on a new Equipment Schedule.

**Sixty percent (60%)

WIR

EQUIPMENT:

LIBER - 494 PAGE 517

Qty Model Description

Item List Price Item Discount Item Net Price Extended Net Price

Please see attached equipment list supplement

"The parties acknowledge that a copy of this Equipment Schedule and Payment Agreement may be filed with the appropriate State authorities as a financing statement for protective purposes or, if applicable, in order to perfect Hewlett Packard's security interest in the Equipment at any time after signature by the Lessee/Buyer. Such filing does not constitute acceptance of this Equipment Schedule and Agreement by Hewlett Packard. It is further acknowledged that the Equipment shall remain personal property and not become a fixture to real property."

Net Price-Hardware	\$15,771.20
Net Price-Software	0.00
Total Net Price-Equipment	\$15,771.20
Other Costs	0.00
Less Down Payment	0.00
Amount to Finance	\$15,771.20

By execution hereof, the signer hereby certifies that he has read this Agreement and the attached Exhibits and that he is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY

LESSEE: Gould, Inc.

BY: _____
Authorized Signature

BY: William A. Cunningham
Authorized Signature

NAME: _____

NAME: William A. Cunningham

TITLE: _____

TITLE: Dir., Finance & Administration

DATE: _____

DATE: 11/13/85

EQUIPMENT LIST SUPPLEMENT

QUANTITY	DESCRIPTION	LIST PRICE
3	45851A, HP150 II (\$2830 EA)	\$8,490.00 *
3	9123D, DUAL 3-1/2" MICRO. (\$715 EA)	\$2,145.00 *
2	2934A, 200/100/50CPS PRINT. (\$2995 EA)	\$5,990.00 **
1	2601A, DAISYWHEEL PRINTER	\$3,520.00 *
1	2225B, INKJET PRINTER	\$495.00 *
3	92240B, LT. GRAY SWIVEL (\$35 EA)	\$105.00
SUBTOTAL		-----
*LESS 27% PER CI023		\$20,745.00
**LESS 17% PER CI023		(\$3,955.50)
NET AMOUNT TO FINANCE		(\$1,018.30)
		\$15,771.20

Mail to Hewlett-Packard Co.

LIBER - 494 PAGE 519

200307

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)
Gould, Incorporated
6711 Baymeadow Drive
Glen Burnie, Maryland 21061

2. Secured Party(ies) and address(es)
Hewlett-Packard Company
Finance & Remarketing Div.
972 E. Arques Ave., 70FA
Sunnyvale, CA. 94086
4144-81379

RECORD FEE 17.00
POSTAGE .50
#25046 C777 R01 T14:05
FEB 11 86

4. This financing statement covers the following types (or items) of property:
Hewlett-Packard Equipment per the attached Equipment Schedule and Payment Agreement.
**Debtor has authorized Secured Party to File.

5. Assignee(s) of Secured Party and Address(es)

"This Equipment 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:

**SEE ATTACHED

Hewlett-Packard Company

By: _____
Signature(s) of Debtor(s)

By: *Gene M. Zusi*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

17⁰⁰
53

MP

RECEIVED FOR RECORD
SARASOTA COUNTY
1986 FEB 11 PH 2:15
E. AUBREY COLLISON
CLERK

hp HEWLETT
PACKARD

OPERATING LEASE EQUIPMENT SCHEDULE

AGREEMENT NO.: 4144- 81379 ()
REF. MASTER AGREEMENT NO.: 4144- 81379 ()

LESSOR: HEWLETT-PACKARD COMPANY
3000 Hanover Street, 20th Fl.
Palo Alto, CA 94304

LIBER - 494 PAGE 520

LESSEE: Gould, Incorporated
(Full Legal Name of Lessee)

6711 Baymeadow Drive
(Billing Address)

Glen Burnie Maryland 21061
(City) (County) (State) (Zip)

Pat Venanzi (301) 787-3827
(Name) (Phone)

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE:

Street: same as above address City: _____

County: _____ State: _____

The Exhibits checked below are attached and made a part of this Agreement:

HP Product Warranty 5954-1617(D) Standard HP Software Terms Other
HP Document No. _____ HP Document No. _____ HP Document No. _____
Revision No. _____ Revision No. _____ Revision No. _____

HP Early Buyout Schedule Other _____
HP Document No. _____ HP Document No. _____
Revision No. 10/11/85 Revision No. _____

NON-CANCELLABLE AGREEMENT

THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN.

The following items are leased on terms specified on the schedule and this schedule is hereby a part of and subject to the terms and conditions of Master Agreement Number _____ dated _____ 19____ which recites in full form and effect.

The term of this Equipment schedule for each item of Equipment covered hereon shall commence upon the date Lessor executes this Schedule and shall expire 36 months from the due date of the first invoice or on the expiration of any applicable renewal period. As to the Equipment covered by this schedule throughout the term thereof Lessee agrees to pay Lessor, its successors or assigns the sum of \$ 419,93 which includes ~~interest~~ applicable ~~interest~~ ~~charges~~ ~~charges~~ beginning upon acceptance of Equipment as defined in paragraph 3 of the above referenced Master Agreement.

* Quarterly in advance

PURCHASE, RENEWAL, RETURN OPTIONS

Provided that no event of default has occurred or is continuing to occur at the end of the initial non-cancellable lease term, Lessee shall have the option to exercise the following options by providing Lessor with ninety (90) days prior written notice of its intention:

(i) To purchase all or some of the Equipment covered by this Agreement for the

$$\left(\frac{\text{Net Price of Equipment To be Purchased}}{\text{Total Net Price Equipment}} \right) \times \left(\begin{array}{l} \text{Amount} \\ \text{to} \\ \text{Finance} \end{array} \text{ less } \begin{array}{l} \text{Sixty Percent (60\%)} \\ \text{of the} \\ \text{monthly Rents} \\ \text{Received} \end{array} \right)$$

plus any accrued late charges and taxes applicable to the transfer of this Equipment.

(ii) To renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the

$$\left(\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price Equipment}} \right) \times (\text{Original Monthly Payment})$$

(iii) To return in accordance with paragraph 4 of the above referenced Master Agreement any Equipment covered by this Agreement that is not purchased or renewed.

If Lessee fails to notify Lessor of its intentions ninety (90) days prior to this Agreement's expiration, it is hereby agreed that the Lessee shall renew all of the Equipment covered by this Agreement in accordance with option (ii) above.

During the renewal period Lessee may return all of the Equipment in accordance with paragraph 4 of the above referenced Master Agreement or purchase all of the Equipment covered by this Agreement for the price computed in accordance with option (i) above by providing the Lessor with ninety (90) days prior written notice. Fifty-five percent (55%) of all Rents received shall accrue toward subsequent purchase of the Equipment covered by this Agreement up to an eighty percent (80%) maximum of the original Amount to Finance.

If Lessee exercises its option to purchase the Equipment, it is sold in its then "as is" condition at its location when the option is exercised
* 60%

EARLY BUY-OUT OPTION

At its option during the initial non-cancellable lease term, Lessee may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. The purchase price shall be determined from the above referenced Early Buy-Out Schedule.

EQUIPMENT UPGRADE/ADD-ON

At its option but subject to Lessor's prior written consent, Lessee may lease additional equipment and/or upgraded equipment for those items covered under the Agreement on a then currently marketed Lessor upgrade program. Such additional or upgraded equipment shall be scheduled on a new Equipment Schedule.

EQUIPMENT:

Qty	Model	Description	Item List Price	Item - Discount	Item Net Price	Extended Net Price
2	HP 45851A, 13011	(\$715.00 ea.)			\$ 5,660.00*	
2	HP 9123D,	microfloppy (\$715.00 ea.)			1,430.00*	
TOTAL LIST PRICE					\$ 7,090.00	
*Less 27% discount per CI023					-1,914.30	
TOTAL FINANCED AMOUNT					\$ 5,175.70	

2-58275

*The parties acknowledge that a copy of this Equipment Schedule and Payment Agreement may be filed with the appropriate State authorities as a financing statement for protective purposes if applicable, in order to perfect Hewlett-Packard's security interest in the Equipment at any time after signature by the Lessee/Buyer. Such filing does not constitute acceptance of this Equipment Schedule and Agreement by Hewlett-Packard. It is further acknowledged that the Equipment is the lessee's personal property and not become a fixture to real property.

Net Price-Hardware	5,175.70
Net Price-Software	0.00
Total Net Price-Equipment	5,175.70
Other Costs	0.00
Less Down Payment	0.00
Amount to Finance	5,175.70

By execution hereof, the signer hereby certifies that he has read this Agreement and the attached Exhibits and that he is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY

LESSEE: Gould, Incorporated

BY: _____
Authorized Signature

BY: [Signature]
Authorized Signature

NAME: _____

NAME: x William A. Cunningham

TITLE: _____

TITLE: x Dir., Finance & Administration

DATE: _____

DATE: 11/13/89

Mail to Hewlett-Packard Co.

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)
Gould, Inc.
6711 Baymeadow Drive
Glen Burnie, Maryland 21060

Mail to

2. Secured Party(ies) and address(es)
Hewlett-Packard Company
Finance & Remarketing Div.
972 E. Arques Ave., 70FA
Sunnyvale, CA. 94086
4144-81378

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 17.00
POSTAGE .50
#25047-C777 R01 114:06
FEB 11 86

4. This financing statement covers the following types (or items) of property:

Hewlett-Packard Equipment per the attached Equipment Schedule and Payment Agreement.
**Debtor has authorized Secured Party to File.

"This Equipment Not Subject to Recordation Tax".

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered. Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

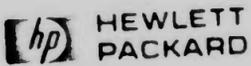
**SEE ATTACHED
By: _____
Signature(s) of Debtor(s)

Hewlett-Packard Company
By: *Gene M. Zuer*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

1700

MP
RECEIVED BY THE CLERK
OF CLERK OF COURT COUNTY
1986 FEB 11 PM 2:15
E. AUBREY COLLISON
CLERK



OPERATING LEASE EQUIPMENT SCHEDULE

AGREEMENT NO.: 4144 - 81378 ()
REF: MASTER AGREEMENT NO.: 4144 - 81378 ()

LESSOR HEWLETT-PACKARD COMPANY, its Successors and Assigns
3000 Hanover Street, 208E
Palo Alto, CA 94304

LESSEE Gould, Inc. (Full Legal Name of Lessee)
6711 Baymeadow Drive (Billing Address)
Glen Burnie, Maryland 21061 (City) (County) (State) (Zip)
Pat Venanzi 301-787-3827 (Contact) (Phone)

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE:

Street same as above address City _____
County _____ State _____

The Exhibits checked below are attached and made a part of this Agreement

HP Product Warranty
 HP Document No. (00) 5954-1617 (D)
Revision No. R03-85

Standard HP Software Terms
HP Document No. CI023
Revision No. _____

Other
HP Document No. _____
Revision No. _____

HP Early Buyout Schedule
HP Document No. 7/1/85
Revision No. _____

Other
HP Document No. _____
Revision No. _____

NON-CANCELLABLE AGREEMENT:

THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN

The following items are leased on terms specified on this schedule and this schedule becomes a part of and subject to the terms and conditions of Master Agreement Number _____ dated _____ 19____ which remains in full force and effect.

The term of this Equipment schedule for each item of Equipment covered hereon shall commence upon the date Lessor executes this Schedule and shall expire 36 months from the due date of the first invoice, or on the expiration of any applicable renewal period. As rent for the Equipment covered by this schedule throughout the term thereof, Lessee agrees to pay Lessor, its successors or assigns the sum of \$ 601.86 which (excludes/includes) applicable (sales/use) taxes; per month beginning upon acceptance of Equipment as defined in paragraph 3 of the above referenced Master Agreement.

PURCHASE, RENEWAL, RETURN OPTIONS

Provided that no event of default has occurred or is continuing to occur at the end of the initial non-cancellable lease term, Lessee shall have the option to exercise the following options by providing Lessor with ninety (90) days prior written notice of its intention:

- (i) To purchase all or some of the Equipment covered by this Agreement for the:

$$\left(\frac{\text{Net Price of Equipment To be Purchased}}{\text{Total Net Price Equipment}} \right) \times \left(\text{Amount to Finance} \text{ less } \begin{array}{l} \text{XXXXXXXXXX} \\ \text{XXXX} \end{array} \text{ of the monthly Rents Received} \right) \text{ Sixty percent (60\%)} *$$

plus any accrued late charges and taxes applicable to the transfer of this Equipment.

- (ii) To renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left(\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price Equipment}} \right) \times (\text{Original Monthly Payment}).$$

- (iii) To return in accordance with paragraph 4 of the above referenced Master Agreement any Equipment covered by this Agreement that is not purchased or renewed.

If Lessee fails to notify Lessor of its intentions ninety (90) days prior to this Agreement's expiration, it is hereby agreed that the Lessee shall renew all of the Equipment covered by this Agreement in accordance with option (ii) above.

During the renewal period Lessee may return all of the Equipment in accordance with paragraph 4 of the above referenced Master Agreement or purchase all of the Equipment covered by this Agreement for the price computed in accordance with option (i) above by providing the Lessor with ninety (90) days prior written notice. Fifty-five percent ~~55%~~ of all Rents received shall accrue toward subsequent purchase of the Equipment covered by this Agreement up to an eighty percent (80%) maximum of the original Amount to Finance.

If Lessee exercises its option to purchase the Equipment, it is sold in its then "as is" condition at its location when the option is exercised.

*60%

EARLY BUY-OUT OPTION

At its option during the initial non-cancellable lease term, Lessee may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. The purchase price shall be determined from the above referenced Early Buy-Out Schedule.

EQUIPMENT UPGRADE/ADD-ON

At its option but subject to Lessor's prior written consent, Lessee may lease additional equipment and/or upgraded equipment for those items covered under the Agreement on a then currently marketed Lessor upgrade program. Such additional or upgraded equipment shall be scheduled on a new Equipment Schedule.

FINANCING STATEMENT

Debtor or Assignor Form

Not subject to Recordation Tax
 Subject to Recordation Tax: Principal
Amount is \$ 10,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor
William Lee Morris

Address
1254 Deep Cove Road
Churchton, Md. 20733

Secured Party
Farmers National Bank of Md

Address
5 Church Circle
Annapolis, Md. 21404

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

One used 1973 Dozer
JD 450 B
Serial \$190950T

RECORD FEE 11.00
RECORD TAX 10.00
POSTAGE .50
#25068 C777 R01 114:55
FEB 11 86

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)

William Lee Morris
William L. Morris

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

BY *Susan F. Smith*
Susan F. Smith

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mail to _____

MP
RECEIVED FOR RECORD
CIRCUIT COURT, ST. MARY'S COUNTY
1986 FEB 11 PM 2:54
E. AUBREY COLLISON
CLERK

11.00
10.00
57

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) AMERICAN FINANCE GROUP, INC. EXCHANGE PLACE BOSTON, MA 02109	2. Secured Party(ies) and address(es) NATIONWIDE LIFE INSURANCE COMPANY ONE NATIONWIDE PLAZA COLUMBUS, OH 43216	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 #25083 C345 R01 11:22 FEB 11 88

7. This financing statement covers the following types (or items) of property

All Equipment listed on the attached Schedules and all Debtor's interest in the Master Equipment Lease Agreement No. 8103MAP811 dated as of March 20, 1981, as amended, solely as it relates to the below listed Rental Schedule(s) between AmComp Corporation as Lessor and The Stop & Shop Companies, Inc. as Lessee. (Lessor's interest having heretofore been assigned to debtor).

Rental Schedule(s)

F-28

Filed With: Anne Arundel County Clerk, Annapolis, MD Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	AMERICAN FINANCE GROUP, INC. <i>Kerwin Decker</i> Signature(s) of Debtor (Or Assignor)	NATIONWIDE LIFE INSURANCE COMPANY <i>Paul C. Stebbins</i> Signature(s) of Secured Party (Or Assignee)
--	--	---

mp
RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY
1988 FEB 11 PM 2:56
E. AUBREY COLLISON
CLERK

UCC ATTACHMENT

LIBER - 494 PAGE 529

Debtor
American Finance Group, Inc.
Exchange Place
Boston, MA 02109

Secured Party
Nationwide Life Insurance Company
One Nationwide Plaza
Columbus, OH 43216

Filed with: Anne Arundel County Clerk, Annapolis, MD

Rental Schedule F-28

Qty	Description	Model Number	Serial Number	Equipment Location	Accept Date	Accept Number
1	INTERNATIONAL BUSINESS MACHINES CORP. #E851143 3161 120 ASCII Display Station Y6008			Bradlees #80-574 6716 Gov Ritchie Hywy Glen Burnie, MD 21061	12/30/85	F-204
1	INTERNATIONAL BUSINESS MACHINES CORP. #E851144 4975 021 Printer		32241			
1	INTERNATIONAL BUSINESS MACHINES CORP. #E851145 4956 E60 Processor		25849			
	EQUIPMENT COST:		\$25,742.00			

Mail to Nationwide Title

200301

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: Hank's Lock and Key Service
(Name or Names—Last Name First)
9 A Central Avenue, Glen Burnie, Maryland 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:

"All property, inventory and equipment of Debtor including but not limited to all motor vehicles. The Security Interest of the secured party under this agreement extends to all collateral of the kind which is subject to this agreement which the Debtor may acquire in any time during the continuation of this agreement in connection with the operation of the business of the Debtor."

RECORD FEE 11.00
POSTAGE .50
#25077 .0777 R01 T15:32
FEB 11 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: \$10,000.00

8. Filed with: Clerk of The Circuit Court for Anne Arundel County.

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 10th day of February, 19 86

DEBTOR: Hank's Lock and Key Service

Harry Spicer
By: Owner (Title)

SECURED PARTY:

THE BANK OF GLEN BURNIE
By: Craig C. Curtin (Title)
Assistant Vice President

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

11000

MP

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB 11 PM 3:51

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jim's Air Tools & Equipment of Baltimore, Inc.
Address 823 Fairview Ave., Linthicum Heights, MD 21090

2. SECURED PARTY

Name Leasing Corporation of America
Address P.O. Box 152, Stevenson, MD 21153-0152

RECORD FEE 11.00
POSTAGE .50
#25078 C777 R01 T15:34
FEB 11 86

Mail to Nancy Gaynor, Baltimore Federal Financial, FSA Baltimore, MD 21203
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

One - Entre Plus #2464 Electronic Key Telephone System W/1 - KSU; 1 - Power Supply; 1 - Tone Generator Card; 2 - Station Cards; 2 - Trunk Cards; 2 - Twenty F Button Touch Tone Phones; 2 - Single Line Touch Tonw Phones; 10- Twelve Button Touch Tone Phones

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jim's Air Tools & Equipment of Baltimore, Inc.

James W. Wood President
(Signature of Debtor)

✓ James W. Wood
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Leasing Corporation of America

J. S. Waranch
(Signature of Secured Party)

J. WATSON S. WARANCH
Type or Print Above Signature on Above Line

MP
RECEIVED FOR RECORD
CLERK COURT H. A. COUNTY
1986 FEB 11 PM 3:51
E. AUBREY COLLISON
CLERK

1183

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 231139

RECORDED IN LIBER 422 FOLIO 160 ON February 13, 1980 (DATE)

1. DEBTOR

Name Dennis J. Curcio

Address 125 Chester Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name First New England Financial Corp.

Address 326 First St. Suite 26 Annapolis, MD 21403

Mail to

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) None

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Termination</p>

RECORD FEE 10.00
POSTAGE .50
#25082 C777 R01 T15-37
FEB 11 86

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COUNTY OF ST. MARY'S COUNTY
1986 FEB 11 PM 3:51
E. AUBREY COLLISON
CLERK

Dated 2/7/85 Grant S. Newlove
(Signature of Secured Party)

Grant S. Newlove
Type or Print Above Name on Above Line

1000
50

MARYLAND FINANCING STATEMENT

260394 UCC-1

LIBER - 494 PAGE 534

- 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: MARYLAND CAPITAL GRAPHICS, INC.
(Name or Names)
108 Hillsmere Drive, Annapolis, Maryland 21403-0108
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION
(Name or Names)
P.O. Box 10656, Towson, MD. 21285-0656
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: BALTIMORE FEDERAL FINANCIAL F.S.A.
(Name or Names)
Box 116 Foyette St. Paul Sts. Balto. Md. 21203
(Address)

4. This ~~Financing Statement covers the following types (or items)~~ ^{Mail to} of property:

- One - A.B. Dick 9850 Offset Press, S/N _____
- One - A.B. Dick 1-9854 Color Head
- One - A.B. Dick 1-3874 Dry Spray Attachment

RECORD FEE 11.00
#25084 C777 R01 T15:39
FEB 11 86

"With all proceeds thereof, cash and non-cash, including proceeds of any insurance coverage or any claim thereunder".

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

RECEIVED FOR RECORDATION
 CIRCUIT COURT BALTIMORE COUNTY
 1986 FEB 11 PM 3:52
 E. AUBREY COLLISON
 CLERK

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S): MARYLAND CAPITAL GRAPHICS, INC.

By: *Theodore A. Bucalo* President
THEODORE A. BUCALO Pres.
(Type or print name of person signing)

SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION

By: *Robert E. Polack*
Robert E. Polack, President
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION
P.O. Box 10656, Towson, MD. 21285-0656

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 494 PAGE 535
Identifying File No. 200205

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
#25085-0777 R01 T15:40
FEB 11 86

1. DEBTOR

Name Henry W. Young, Jr. and Deborah M. Young
Address 14 Margaret Avenue Pasadena, MD 21122

2. SECURED PARTY

Assignee:
KUBOTA CREDIT CORPORATION, USA
SOUTHEAST DIVISION

N.J. Richardson & Sons, Inc.

Name _____
Address 4444 SHACKLEFORD RD. 6400 Windsor Mill Road
NORCROSS, GEORGIA 30093 Baltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

one Kubota L2250DT tractor - serial #51530
one Kubota BF400G front loader - serial #11578
one BushHog SQ5 mower - NSN
one King Kutter KKD66C - NSN

MP
RECEIVED FOR RECORD
CLERK COURT HOUSE, BALTIMORE COUNTY

1986 FEB 11 PM 3:52

E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

x Henry W. Young Jr.
(Signature of Debtor)

HENRY W. YOUNG JR.
Type or Print Above Name on Above Line

x Deborah M. Young
(Signature of Debtor)

Deborah M. Young
Type or Print Above Signature on Above Line

W. E. Richardson, Pres.
(Signature of Secured Party)

W. E. Richardson, Pres.
Type or Print Above Signature on Above Line

1203

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 ~~RECORDED~~ the Uniform Commercial Code.

11.00
 #25086 C777 R01 T15:41
 FEB 11 86

1. DEBTOR

Name Consumer Health Svc of Md. Inc
 Address 2098 Generals Hwy Annapolis, Md 21401

2. SECURED PARTY

Name AT&T Information Systems
 Address 8757 Georgia Ave 10th Flr Silver Spring, Md. 20910
 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
Merlin System and related equipment

tax exempt

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECEIVED FOR RECORD
 CIRCUIT COURT, CALVERT COUNTY
 1986 FEB 11 PM 3:52
 E. AUBREY COLLISON
 CLERK
 mp

X Emery Link
 (Signature of Debtor)

X Emery Link
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

F.A. Riccardi
 (Signature of Secured Party)

F.A. Riccardi
 Type or Print Above Signature on Above Line

1100
 50

260397

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

RECORD FEE 11.00
POSTAGE .50
#25091 C777 R01 T15:46
FEB 11 86

1. LESSEE: Jerome D. Buxbaum, D.D.S., P.A.
Name or Names
7845 Oakwood Rd., Suite #202 Glen Burnie, MD 21061
Address - Street No. City County State Zip Code

2. LESSOR: LEASING CORPORATION OF AMERICA
P.O. BOX 152 STEVENSON, MARYLAND 21153

3. This Financing Statement covers the following types of property:
(Described - Attach separate list if necessary).

- 1 - Leading Edge Computer System W/1 - #8087 Co-Processor; 1 - #SG-15 Printer W/Cable; 1 - DSP#200D Digital Stethoscope; 1 - TMS Sonography Program;
- 1 - Calibration & Timer Module; 1 - #RS232/DSP200 Cable

MP
RECEIVED FOR RECORD
COURT CLERK
1986 FEB 11 PM 3:52
E. AUBREY COLLISON
CLERK

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, additional and any substitutions of similar equipment types, and the Lessee has no rights, expressed or implied to sell, exchange, encumber or otherwise dispose of such property.

LESSEE: Jerome D. Buxbaum, D.D.S., P.A.

LESSOR:

Jerome D. Buxbaum President
Signature of Lessee Title

LEASING CORPORATION OF AMERICA

Jerome D. Buxbaum, President
Type of Print Name of Above

Jonathan S. Waranch
Signature of Lessor

Jonathan S. Waranch
Type or Print Name of Above

TO THE FILING OFFICER: After this statement has been recorded please mail the same to;

Mail to LEASING CORPORATION OF AMERICA
P.O. BOX 152
STEVENSON, MD 21153-0152

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254
RECORDED IN LIBER 478 FOLIO 485 ON 10/10/84 (DATE)

RECORD FEE 10.00
POSTAGE 50
#25102 C345 R01 109:09
FEB 13 86

1. DEBTOR

Name Annapolis 4A Rentals
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Co
Address PO Box 4949, Syracuse, NY 13221

Mail to _____ Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

CHECK FORM OF STATEMENT
1986 FEB 13 AM 9:13
AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
FEB 13 1986
CLERK

MP

John Deere Co.

Dated February 6, 1986

R.W. Edwards
(Signature of Secured Party)
R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

10-2
L

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247
RECORDED IN LIBER 461 FOLIO 452 ON 5/9/83 (DATE)

RECORD FEE 10.00
POSTAGE 50
#23103 C345 R01 709:10
FEB 13 86

1. DEBTOR

Name Myers, James O.
Address PO Box 203, Annapolis, MD 21404

2. SECURED PARTY

Name John Deere Co.
Address PO Box 4949, Syracuse, NY 13221

Mail to

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: center;">MP</p>	

FORM OF STATEMENT

1986 FEB 13 AM 9:13

E. AUBREY COLLISON
CLERK

John Deere Co.

Dated February 5, 1986

R. W. Edwards
(Signature of Secured Party)

R.W. Edwards, Asst. Treas.
Type or Print Above Name on Above Line

10-2
2



FINANCING STATEMENT

200116

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) Natural Plants, Inc. Address(es) 1084 Minnetonka Road
Severn, Maryland 21144

6. Secured Party Maryland National Bank Address Elm Road & Scott Drive
Baltimore, Maryland 21240
 Attention V. Ann Canty

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. *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

dw
E. AUBREY COLLISON
CLERK
1986 FEB 13 AM 9:13

RECORD FEE
POSTAGE
#25104 C345 R01 T09:12
11.00
.50
FEB 13 86

Natural Plants, Inc.
David W. Wray (Seal)
 David W. Wray, Pres.
Michael D. McColgan (Seal)
 Michael D. McColgan, V. Pres.
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
V. Ann Canty (Seal)
 V. Ann Canty, 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.

11.5
5

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) Eastern Petroleum Corporation Address(es) 33 Hudson Street
Annapolis, Md. 21401

6. Secured Party Maryland National Bank Address Church Circle
Annapolis, Md. 21401
Attention: Wilki 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 hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
 - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
 - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
 - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
 - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
 - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

RECORD FEE 11.00
POSTAGE .50
#25105-6345 R01 709:13
FEB 13 88

Eastern Petroleum Corporation
J. Kent McNew (Seal)

Secured Party
Maryland National Bank
Maureen Konschnik (Seal)

Maureen Konschnik - Commercial Banking Officer
Type name and title

MARYLAND NATIONAL BANK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB 13 AM 9:13

E. AUBREY COLLISON
CLERK

MP 11-2
-52

SCHEDULE A

This schedule A is attached to and made part of a financing statement for Eastern Petroleum Corporation.

1977 "White" Fuel Truck Serial # 1AGDDST819531 Model #
Fuel Tank Unit #

1976 "White" Fuel Truck Serial # 1AGDDST819530 Model #
Fuel Tank Unit #

1975 Ford Fuel Truck Serial # F80FVV71751 Model #
Fuel Tank Unit #

1978 International Fuel Truck Serial # D10HCA26269 Model #
Fuel Tank Unit #

1978 International Fuel Truck Serial # D1015HCA22086 Model #
Fuel Tank Unit #

Mail to Maryland Natl Bank.



MARYLAND NATIONAL BANK
We want you to grow.™

200113

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) K & K Trash Removal, Inc. Address(es) 768 Queenstown Road
Severn, Maryland 21144

6. Secured Party Maryland National Bank Address P. O. Box 871
Annapolis, Md. 21404
Attention Vikki Johnson

RECORD FEE 11.00
POSTAGE 50
#25106. C345 R01 T09-14
FEB 13 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.

K & K Trash Removal, Inc.
Melvin L. Kelly (Seal)
Melvin L. Kelly, President

_____ (Seal)

Secured Party
Maryland National Bank
Michael T. Cavey (Seal)
Michael T. Cavey, Commercial Banking Officer
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB 13 AM 9:13

E. AUBREY COLLISON
CLERK

MP

MP
d

LIBER - 494 PAGE 544

SCHEDULE A

This Schedule A is attached to and made a part of a Security Agreement dated January 21, 1986 between Maryland National Bank and K & K Trash Removal, Inc.

- 2 McClain Magnum II Containers, Serial #'s 13400 & 13401
- 2 McClain Octamag Containers, Serial #'s 13398 & 13399
- 2 McClain Magnum $\frac{1}{2}$ Containers, Serial #'s 13675 & 13676
- 2 8 yard FC-8 Containers, Serial #'s 118961 & 118993
- 2 RP2240B-40 yard comp. Containers, Serial #'s 13682 & 13697
- 1 R02240 40 cu. yard open top roll-off container #R02240
- 6 8 yard Front End Containers

Mail to Maryland Natl Bank

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Note (if any):

1. Lessee(s) (Last Name First) and address(es) Lessee(s) Carr, Kathleen DBA The Printery 360 Ritchie Hwy Saverna Park, MD 21146	2. Lessor and address(es) Lessor FIRESTONE FINANCIAL CORP. 345 Boylston Street P.O. Box 789 Newton Centre, MA 02159	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 615S Platemaker S/N 955 Not subject to recordation tax. Possession of equipment will revert to Lessee upon expiration of lease.		RECORD FEE 12.00 POSTAGE .50 5. Assignee(s) of Secured Party Address: 425110 C 345 RO1 709:20 FEB 13 86

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:

Kathleen Carr DBA The Printery
 By: *Kathleen Carr*
 Signature(s) of ~~Lessee(s)~~
Lessee(s)

FIRESTONE FINANCIAL CORP.
 By: *Edward S. Yaffe, Jr.*
 Signature(s) of ~~Lessor~~
Lessor

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1200
 82

RECEIVED FOR RECORD
 CIRCUIT COURT, S.A. COUNTY

1986 FEB 13 AM 9:30

E. AUBREY COLLISON
 CLERK

MP

260309

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and Address(es): Koons Ford of Annapolis, Inc. 2540 Riva Road annapolis, Md 21401	2. Secured Party(ies) Name(s) And Address(es): Borg-Warner 5565 Sterrett Pl. #224 Columbia, Md 21044	For Filing Office: RECORD FEE 10.00 POSTAGE 50 #25107 6345 R01 109:15 FEB 13 86
3. (a) This statement refers to original Financing Statement bearing File No. 247337 Filed with <u>A. A. County</u> Date Filed <u>May 17</u> 1983 (b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filed. (c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>		
4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective. 5. <input checked="" type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (Termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment of a financing statement by the secured party of record that he has assigned interest to the signer of the termination statement.) 6. <input type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9. 7. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9. 8. <input type="checkbox"/> Release. Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above. 9.		
10. Signatures:		
By _____ Debtor(s) (necessary only if item 7 is applicable)		By <u><i>Scott J. Ramo</i></u> Borg-Warner Acceptance Corp. 2/3/86 Secured Party(ies)
(1) Filing Officer Copy - Numerical		FINANCING STATEMENT CHANGE Standard Form Approved by N. C. Sec. of State and other States shown above. UCC-3

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1986 FEB 13 AM 9:30
 E. AUBREY COLLISON
 CLERK *mp*

FINANCING STATEMENT FORM UCC-1

Identifying File No. 260110

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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. LESSOR Lessee

Name The Flintkote Company dba Genstar Stone Products Company
Address 4 Embarcadero Center, 39th Floor, San Francisco, CA 94111

2. LESSOR Lessor

Name Manufacturers Hanover Leasing Corporation
Address 270 Park Avenue, New York 10017

Person And Address To Whom Statement Is To Be Returned If Different From

RECORD FEE 12.00
POSTAGE .50
#25123 C345 R01 109:38
FEB 13 86

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

The property described on Exhibit A attached and made a part hereof, and all accessions, additions and attachments, thereto, replacements and substitutions therefor and all proceeds (including proceeds of insurance) thereof. Lessee has no power to sell, transfer or otherwise dispose of said property. This filing is for information purposes only, as the property covered is subject to a lease transaction.

Anne Arundel Cty/MD
6220-106-112 785-20

CHECK THE LINES WHICH APPLY
5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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 Lessee)
The Flintkote Company
Type or Print Above Name on Above Line

(Signature of Lessor)
Manufacturers Hanover Leasing Corporation
Type or Print Above Signature on Above Line

(Signature of Secured Party)
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1986 FEB 13 AM 10:09
E. AUBREY COLLISON
CLERK

EXHIBIT A TO UCC-1 FINANCING STATEMENT BETWEEN
 MANUFACTURERS HANOVER LEASING CORPORATION, AS LESSOR AND
 THE FLINTKOTE COMPANY, AS LESSEE.

<u>QTY.</u>	<u>MFG.</u>	<u>MODEL</u>	<u>DESCRIPTION</u>	<u>SERIAL NUMBER</u>	<u>SUPPLEMENT</u>
1	Caterpillar	M50B	Lift Truck	62B01028	106
1	Brudi	PMD453	Push Pull	8509141	106
1	GNB	18-75B-27	Battery		106
2	Komatsu	FG255	Fork Lift	171209 171045	106
1	Caterpillar	988	Wheel Loader Engine	50W07544 48W20868	107 107
1	Clark-Michigan	75C	Wheel Loader	494A473CB	108
2	Barber Greene	BG240	Paver Traverse Beam Outboard Leveler Grade Controller Mounting Bracket	X536, X537	109
1	JBC	1400B	Backhoe	314286	110
1	Bomag	120AD	Vibratory Roller	121183	110
1	Bomag	120AD	Vibratory Roller	119133	110
1	Bomag	10-AS	Asphalt Roller	560119204	110
1	Bomag	10-AS	Asphalt Roller	560119211	110
2	Allis Chalmer		Sweeper	93058 93059	110
1	Granulometer	715	Particle Size Analyzer	497	111
1	Hitachi	UH801	Hydraulic Shovel Serial Number 180-0174		112

Mail to *Manufactures Hanover.*

260150

LIBER - 494 PAGE 549

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented 1		3 <input type="checkbox"/> The Debtor is a transmitting utility.
1 Debtor(s) (Last Name First) and Address(es) Parkway Texaco & Food Mart 2631 Old Annapolis Rd. Hanover, Md. 21076	2 Secured Party(ies) Name(s) and Address(es) Fiermonti, Inc. 6121 Carlisle Pike Mechanicsburg, Pa. 17055	4 For Filing Officer: Date, Time, No. Filing Office

5 This Financing Statement covers the following types (or items) of property: 1-Star Broil-O-Dog s/n17554180 1-Star Bun Compartment 1-Universal Nolin Cabinet s/n 509886 1-Hot Chocolate Dispenser s/n 16168 1-Remcor Ice Dispenser w/6 mod. # TJ90EBC6 1-Remcor Carbonator & Installation kit 1-Jet Spray Dispenser s/n 115744 <input type="checkbox"/> Products of the Collateral are also covered	6 Assignee(s) of Collateral and Address(es) RECORD FEE 11.00 #25124 C345 R01 109:39 FEB 13 86
8 Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.	9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction, <input type="checkbox"/> when the Collateral was brought into this state, or <input type="checkbox"/> when the Debtor's location was changed to this State.					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)					

By Parkway Texaco & Food Mart By Fiermonti, Inc.
 By Arkley W. Smith Jr. By Jacqueline Serrano V. Pres.
 (5/83) STANDARD FORM—FORM UCC-1—Approved by The Secretary of The Commonwealth of Pennsylvania
 (1) FILING OFFICER COPY - NUMERICAL

113

MP

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1986 FEB 13 AM 10:09
 E. AUBREY COLLISON
 CLERK

UNIFORM COMMERCIAL CODE ADDITIONAL SHEET UCC-5a

1) Page 2 of 2

Important: Read Instructions on Back Before Filling Out Form Addition Sheets

2) Debtor(s) (Last name, first and address)	3) Secured Party(ies), names and address(es)	4) For Filing Officer:
Parkway Texaco & Food Mart 2631 Old Annapolis Rd. Hanover, Md. 21076	Fiermonti, Inc. 6121 Carlisle Pike Mechanicsburg, Pa. 17055	

5) This Additional Sheet covers the following Additional Types (or Items) of Property:

- 1-Leer Ice Merchandiser s/n 819581
- 1-Manitoc Ice Cuber s/n 51262941
- 1-Follett Storage Bin s/n 80986
- 1-Thorobred #54-B Donut Case
- 1-ChillyWilly Slush Dispenser s/n 6214
- 1-Set U/N Shelving--white w. black
- 1-5' Fast Food Counter (30 x 39)--pepperdust & hollyberry red
- 1-Rubbermaid dome top for 44 gal. container
- 1-Brute 44 gal. container w/o lid
- 1-Brute Dolly
- 1-Set U/N Shelving

Mail to Fiermonti, Inc.

LIBER - 494 PAGE 551

260100

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) Major Specialty Vending Sales, Inc. 3912 Mountain Road Baltimore, Md. 21122	2. Secured Party(ies) and address(es) Bally Banner Company 7160 Ambassador Road Baltimore, Md. 21207 <i>Mail to</i>	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 2 Rockola CCA6-05-00 #2344,2339 2 Mars MC6200 Changer #50916456,50906590 1 Rowe R4940-S-6-AW-BA #9326 1 Rowe R4940-S-6-Stellar BA #9325 2 Mars MC5000 Changer #51013617,51017172 CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX		5. Assigned Secured Party and Address(es) <i>RECORD FEE 11.00</i> <i>FEB 13 86</i> GLAC, Inc. 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)
 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:

Major Specialty Vending Sales, Inc.
~~Michael A. Beckler, Pres~~
 By: *Michael A. Beckler*
 Michael A. Beckler, Pres
 Signature(s) of Debtor(s)

Bally Banner Company
 By: *Edward A. Kucharski*
 Edward Kucharski, Reg. V.P.
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1986 FEB 13 AM 10:10
 E. AUBREY COLLISON
 CLERK

MP
11.00

FINANCING STATEMENT

Not subject to recordation tax
Taxable Debt: \$34,995.00

1. Name of Debtor(s): Women OB-GYN Group of Annapolis
Address: 51 Franklin Street
Annapolis, MD 21401

2. Name of Secured Party: Annapolis Banking & Trust Company
Address: P.O. Box 311
Annapolis, MD 21404

RECORD FEE 11.00
RECORD TAX 245.00
POSTAGE .50

3. Name of Assignee: Annapolis Banking & Trust Co.
Address: Annapolis, Maryland

#25170 0777 R01 111:27

Mail to _____

FEB 13 1966

4. This Financing Statement covers the following types (or items) of property:

SL-2 Mainframe #GA 50107, Polaroid Camera, 3.5 MHZ Sector #SA 51336, 3.5 MHZ
Linear Array, 8.5 CM Displayed Field of View #TA 50688

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:

MP
RECEIVED FOR RECORD
CIRCUIT COURT, ANNA COUNTY
1966 FEB 13 AM 11:26
E. AUBREY COLLISON
CLERK

Debtor(s):

Secured Party:

Women OB-GYN Group of Annapolis.....

Annapolis Banking & Trust Company...
(Type Name of Dealership)

By: *Valentine Szymbala*
Marian Yell

By: *William A. Busik*
(Authorized Signature)

William A. Busik, Assistant Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if com-
pany, type name of company and name and
title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

1100
50
24500
50



MARYLAND NATIONAL BANK

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records of _____
- 2. To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3. Not subject to Recordation Tax.
- 4. Recordation Tax has been paid on the principal amount of \$ 78,300 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s): Lombardo Family trust Address(es): Unit B-2-B
1835 Forest Drive
Annapolis, Maryland 21401

6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division
Attention: Richard C. Jacobs 10 Light Street
Fifth Floor
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated December, 1985 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s): [Signature]
LOMBARDO FAMILY TRUST BY:
[Signature] (SEAL)
Pio S. Lombardo, Trustee

Secured Party:
MARYLAND NATIONAL BANK
By: [Signature] (SEAL)

[Signature] (SEAL)
Vivien K. Lombardo, Trustee

Richard C. Jacobs Patricia A. Hicks
Mortgage Loan Officer
Type name and title

[Signature]
Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

RECORD FEE 11.00
POSTAGE .50
#25256 0777 R01 115:26

FEB 13 1986

853-0 CO 185

1100
1150

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

MP

1986 FEB 13 PM 3:25

E. AUBREY COLLISON
CLERK

LIBER - 494 PAGE 554

DESCRIPTION

BEING known and designated as Condominium Unit No. B-2-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 264, 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.

Mail to Council Baradel Kosmeil to Nolan

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 72,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated June 21, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bruce G. Browne and Brenda Browne and 7513 Connelley Drive
Hanover, MD 21076
Address 1214 N. Charles Street Baltimore, MD 21202

2. SECURED PARTY

Name The Harbor Bank of Maryland
Address 21 W. Fayette Street Baltimore, MD 21201

RECORD FEE 12.00
RECORD TAX 54.00
POSTAGE .50
#25265 C345 R01 716:11
FEB 13 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) May 31, 1986

4. This financing statement covers the following types (or items) of property: (list)

- 1 Fulton 10 HP Boiler
 - 1 Energizer 5 HP Air Compressor
 - 1 REMA Air Vacuum
 - 1 Wasco/Donini Cleaning unit
 - 1 Forenta 44 SP Spotting board
 - 1 Forenta 22 BP Automatic topper
 - 1 Forenta 47 FGR Auto. Legger
 - 1 Forenta 42 FOL Utility press iron
 - 1 Forenta 60 AF Omni form finisher
 - 1 Plastic bag holder & bagger jack
 - 2 Forenta puff irons
 - 1 Hunt mobile scale cart
 - 1 Penthouse Exhaust fan 36"
 - 3 Dandux 8 Bushel clothes hampers
 - 1 Wascomat washer/extractor w-74
 - 3 B&W #803 elevated carts 3 bushel
 - Forenta Bantam shirt unit
 - 1 hot water heater 50 gals.
 - All equipment of the debtors located at all their business locations.
- Any and all receivables due the Debtors, Belvedere Valet, or Hotel Motel Industrial Valet.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

7513 Connelley Drive, Suite I, Hanover, MD 21076

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Bruce G. Browne
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Brenda Browne
Type or Print Above Signature on Above Line

THE HARBOR BANK OF MARYLAND
BY: *[Signature]*, VICE PRESIDENT
(Signature of Secured Party)

JOEL ALAN BYRD, VICE PRESIDENT
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, S.A. COUNTY
1986 FEB 13 PM 4 11
E. AUBREY COLLISON
CLERK

1200
504.00
50

Baltimore City Anne Arundel
Comd

STATE OF MARYLAND

LIBER - 494 PAGE 556

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200115

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated Feb. 6, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C.F.S. Air Cargo, Inc.
Address 65 Quaker Lane, West Warwick, RI 02893

2. SECURED PARTY

Name Old Stone Bank, A Federal Savings Bank
Address One Old Stone Square, Providence, RI 02903

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) None

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto and incorporated herein.

Not subject to recordation tax. Tax paid at the Dept. of Assessments and Taxation. amount paid: \$660.00 on 2/10/86

Local address: Burlington Northern Air Freight Cargo Complex B, Door #17, Baltimore-Washington International Airport, Baltimore, MD 21240.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) RECORD FEE 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)
Cargo Complex "B", Door # 17, Baltimore Washington International Airport, Philadelphia, Pennsylvania. POSTAGE .50

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

C.F.S. Air Cargo, Inc.

Michael J. Calore
(Signature of Debtor)

Michael J. Calore, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Old Stone Bank, A Federal Savings Bank

Wayne A. Politelli
(Signature of Secured Party)

Wayne A. Politelli, AVP

Type or Print Above Signature on Above Line

File with Clerk of the Circuit Court, , Maryland.

Please return to:
Infosearch, Inc.
11 Beacon Street
Boston, MA 02108

WARREN, INC., BOSTON, MASS. 02101

1986 FEB 14 PM 3:09
F. AUDREY COLLISON
CLERK

764172

#14854 0055 R02 T15:10
FEB 14 86

Exhibit A to UCC Financing Statement

Debtor:

C.F.S. AIR CARGO, INC.
65 Quaker Lane
West Warwick, Rhode Island 02893

Secured Party:

Old Stone Bank, a Federal
Savings Bank
86 South Main Street
Providence, RI 02903

Dated: February 6, 1986

Any and all Equipment, as more particularly set forth below, Accounts Receivables, as more particularly set forth below, and Inventory, as more particularly set forth below, all ledger sheets, files, records, documents and instruments (including, without limitation, computer programs, tapes and related electronic data processing software) evidencing an interest in or relating to the Collateral, and all instruments, documents, securities, cash, property and the proceeds of any of the foregoing, owned by Debtor or in which Debtor has an interest, which now or hereafter are at any time in possession or control of Secured Party or in transit by mail or carrier to or from Secured Party or in the possession of any third party acting on behalf of Secured Party, without regard to whether Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether Secured Party had conditionally released the same.

"Equipment" means all machinery and equipment and furniture and fixtures of Debtor (excluding automotive equipment), now owned or hereafter acquired by Debtor, and used or acquired for use in the business of Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts therefore; and all cash or non-cash proceeds.

"Accounts Receivables" means all accounts, contract rights, instruments, documents, chattel paper, general intangibles (including, without limitation, choses in action, tax refunds and insurance proceeds); any other obligations or indebtedness owed to Debtor from whatever source arising; all rights of Debtor to receive any payments in money or kind; all guarantees of Accounts Receivables and security therefor; all cash or non-cash proceeds of all of the foregoing; all of the right, title and interest of Debtor in and with respect to the goods, services or other property which gave rise to or which secure any of the Accounts Receivables and insurance policies and proceeds relating thereto, and all of the rights of Debtor as an unpaid seller of goods and services, including, without limitation, the rights of stoppage in transit, replevin, reclamation and resale; and all of the foregoing, whether now existing or hereafter created or acquired.

"Inventory" means all goods, merchandise and other personal property now owned or hereafter acquired by Debtor which are held for sale or lease, or are furnished or to be furnished under any contract of service or are raw materials, work-in-process, supplies or materials used or consumed in Borrower's business, and all products thereof, and all substitutions, replacements, additions or accessions therefor and thereto; and all cash or non-cash proceeds of all of the foregoing, including insurance proceeds.

Mail to Inssearch Inc

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIDER - 494 PAGE 559
Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 260151

If transaction or transactions wholly or partially subject to 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
#25394.0777 R01 T02:33
FEB 18 88

1. DEBTOR

Name Tri-Continental Leasing Corporation
Address P.O. Box 907, 95N Route 17 South, Paramus, N.J. 07653

2. SECURED PARTY

Name Investors Savings & Loan Association
Address 249 Millburn Avenue, Millburn, N.J. 07041

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Lease #26008 (197) LG
Lessee: Consumer Food Service of Maryland, Inc.
Equipment location: 177 Main Street
Annapolis, MD. 21401
Equipment: See attached Schedule "A"
Filed with: County of Anne Arundel, MD.

MP
RECEIVED FOR RECORD
DIRECTOR COUNTY CLERK
1986 FEB 18 AM 9:39
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Tri-Continental Leasing Corp.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Investors Savings & Loan Assoc.
(Signature of Secured Party)

[Signature]
Type or Print Above Signature on Above Line

11.00



TriContinental

Leasing Corporation
A Bell Atlantic Company

P.O. Box 907
Paramus, New Jersey 07653

LIBER - 494 PAGE 560

Schedule "A" to Agreement between TRICONTINENTAL LEASING CORPORATION,
and CONSUMER FOOD SERVICE OF MARYLAND, INC.

Dated 11/12/85

RECORD FEE 11.00
#25384 C777 R01 109:33
FEB 18 86

SCHEDULE 10-136-26008 TO MASTER 10-136-25696

LOCATION: BK# 1692/MAIN STREET, 177 MAIN STREET, ANNAPOLIS, MD 21401

- (4) 24" SINGLE BOOTHS
- (2) 42" SINGLE BOOTHS
- (4) 42" DOUBLE BOOTHS
- (2) FINISHED OUTSIDE BACKS
- (5) FREESTANDING BOOTHS

- (18) BENTWOOD CHAIRS #1
- (6) BENTWOOD CHAIRS #2

- (17) 20" X 24" TABLE TOPS
- (8) 30" X 30" TABLE TOPS
- (7) 24" X 42" TABLE TOPS

- (17) HOBNAIL 17" DIAMETER BASE TABLE SUPPORTS
- (8) HOBNAIL 22" DIAMETER BASE TABLE SUPPORTS

- (1) STACK WALL, 5'0" X 7'0" X 48" O.H.

- (2) 7000 SERIES SINGLE TRASH UNITS

- (5) FLY FANS LIGHTS
- (5) PENDANT LIGHTS
- (1) DECOR POST LIGHT
- (1) LOT OF WALL COVERING
- (1) LOT PAINTED RAIL AND BRASS FITTINGS
- (1) LOT ARTIFACTS INCLUDING 4 ARTIFACT SHELVES
- (4) FRAMED PICTURES
- (2) FRAMED MIRRORS
- (2) WALL PLANTER AND BRASS POSTS, #PS-2
- (1) LOT CAFE CURTAINS AND HARDWARE
- (3) SCREEN DIVIDERS AT BOOTHS
- (5) ETCHED GLASS DIVIDERS
- (1) SPECIAL DIRECTIONAL LIGHT

Mail to Investors Sth Assn

PAGE _____ OF _____

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

LIBER - 494 PAGE 561
Identifying File No. 200101

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Tri-Continental Leasing Corporation
Address P.O. Box 907, 95N Route 17 South, Paramus, N.J. 07653

RECORD FEE 11.00
#25395-6777 R01 T08:34
FEB 18 86

2. SECURED PARTY

Name Investors Savings & Loan Association
Address 249 Millburn Avenue, Millburn, N.J. 07041

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____
4. This financing statement covers the following types (or items) of property: (list)

Lease #10-136-25696 (197) LG
Lessee: Consumer Food Service of Maryland, Inc.
Equipment location: Route 3 at Brightsview Drive
Millersville, MD. 21108
Equipment: See attached Schedule "A"

To be filed in the County of Anne Arundel, MD.

RECEIVED FOR RECORD
SACUP COUNTY, ANNE ARUNDEL COUNTY
1986 FEB 18 AM 9:39
E. AUBREY COLLISON
CLERK

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
 (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Tri-Continental Leasing Corp.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Investors Savings & Loan Assoc.
Type or Print Above Signature on Above Line

1100 580

TriContinental
Leasing Corporation
A Bell Atlantic Company

P.O. Box 907
Paramus, New Jersey 07653

LIBER - 494 PAGE 562

Schedule "A" to Agreement between TRICONTINENTAL LEASING CORPORATION,
and CONSUMER FOOD SERVICE OF MARYLAND, INC.
Dated 11/12/85

SCHEDULE 10-136-25696 TO MASTER 10-136-25696

LOCATION: BK# 2111/MILLERSVILLE, ROUTE 3 AT BRIGHTVIEW DR., MILLERSVILLE, MD 21108

- (4) DOUBLE BOOTHS
- (6) FREESTANDING BOOTHS
- (84) CHAIRS
- (20) 20" X 24" TABLE TOPS
- (4) 30" X 30" TABLE TOPS
- (9) 24" X 42" TABLE TOPS
- (20) HOBNAIL 17" DIAMETER BASE TABLE SUPPORTS
- (7) HOBNAIL 22" BASE TABLE SUPPORTS
- (2) WP-2 DOUBLE TRASH UNITS 7000 SERIES
- (5) FLY FANS
- (1) DECOR POST LIGHT-2 LIGHTS
- (1) LOT OF WALL COVERING
- (3) DOOR ID PLAQUES
- (10) FRAMED PICTURES
- (3) FRAMED MIRRORS
- (3) WINDOW VALANCES
- (3) PS-2 WALL PLANTERS WITH BRASS POTS
- (2) DECOR WOOD SHELVES WITH ARTIFACTS
- (4) ETCHED GLASS DIVIDERS AT BOOTHS
- (1) MULTI-CONVENTIONAL COUNTER TOP #7000
- (1) TRAFFIC GUIDE RAIL SYSTEM
- (1) 8'0" X 4'3" X 42" O.H. PLANTER

Mail to _____

PAGE _____ OF _____

STATE OF MARYLAND

LIBER - 494 PAGE 563

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256665

RECORDED IN LIBER 485 FOLIO 241 ON 5/6/85 (DATE)

RECORD FEE 10.00
POSTAGE .50

1. DEBTOR

Name HOMESTEAD GARDENS
Address 743 W CENTRAL AV DAVIDSONVILLE MD 21035

2. SECURED PARTY

#25389 0777 R01 T08:38
FEB 18 86

Name AT&T INFORMATION SYSTEMS INC
Address 8757 GEORGIA AV 10TH FLR
SILVER SPRING MD 20910

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Mail to 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> (Indicate whether amendment, termination, etc.)</p>

RECEIVED FOR RECORD
COUNTY CLERK

1986 FEB 18 AM 9:40
AUBREY COLLISON
CLERK

Dated 2/6/85

Ann E. Holman
(Signature of Secured Party)
ANN E. HOLMAN ADMIN SUPV
Type or Print Above Name on Above Line

255
July 1985

200153

LIBER - 494 PAGE 565

BJ2501 - 0683

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

RECORD FEE 11.00
POSTAGE .50
#25396 0277 R01 109:00
FEB 18 1986

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) ROSSBACH, ROBERT H. 1515 GOVERNORS BRIDGE ROAD DAVIDSONVILLE, MD 21035	2. Secured Party(ies) and Address(es) Mail to _____
--	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1 1983 FORD 7710 TRACTOR, SER.#C702980.

Check if covered: Proceeds of collateral covered Products of collateral covered
4. This transaction is exempt from the Recording Tax.
(CONDITIONAL) sales from Gateway Ford Tractor

Filed with: Clerk of the Court

x Robert H. Rossbach (SIGNATURE OF DEBTOR)
ROBERT H. ROSSBACH
Ford Motor Credit Co. (NAME OF SECURED PARTY)

(SIGNATURE OF DEBTOR)
BY: W. R. Howsore
Asst Branch Mgr

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED PRINTED IN U.S.A.

MP
RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY
1986 FEB 18 AM 9:40
Tairia
copy

RECORD FEE 11.00
POSTAGE .50
#25400 C777 R01 T09:00
FEB 18 86

BS2501-RA95

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es)	2. Secured Party(ies) and Address(es)
WESSELLS, GEORGE 7888 HUGUENOT CT. SEVERN, MD 21144	FORD MOTOR CREDIT CO. 2401 River Road Dearborn, MI 48120

Mail to

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
1 NEW FORD 1510 TRACTOR, SER.#UHO3752, 1 NEW FORD 702A DOZER BLADE, SER.#WX04422,
1 NEW FORD 930A REAR MOWER, SER.#YH2839, 1 NEW LEINBACH POST HOLE DIGGER.

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
CONDITIONAL SALES FROM GATEWAY FORD Tractor

Filed with: Clerk of the Court

George J. Wesells
(SIGNATURE OF DEBTOR)
GEORGE WESSELLS

Ford Motor Credit Co.
(NAME OF SECURED PARTY)

(SIGNATURE OF DEBTOR)

BY: W. R. Howsaxe
Asst Branch Mgr
PRINTED IN U.S.A.

RECEIVED FOR RECORD
CLERK COURT, S.A. COUNTY

1985 FEB 18 AM 9:40

AUBREY COLLISON
CLERK

MP

200151

LIBER - 494 PAGE 567

857501-1139

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT (Maryland)

RECORD FEE 11.00
POSTAGE .50
#25401 0777 R01 TOR:01
FEB 18 86

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) CUMMINGS, TERRENCE P. P.O. BOX 3056 CROFTON, MD 21114	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 2401
---	---

Mail to

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
1 1982 FORD 1700 TRACTOR, SER.#U715312 W/FRONT END LOADER, 1 730 J BAR
DRAGON BOX SCRAPE, SER.#022769.

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
Conditional sales from Gateway Ford Tractor

Filed with:
Circuit Court

Terrence P. Cummings
(SIGNATURE OF DEBTOR)
TERRENCE P. CUMMINGS
(SIGNATURE OF DEBTOR)

Ford Motor Credit Co
(NAME OF SECURED PARTY)
W. I. Howsard
Asst Branch Mgr.
PRINTED IN U.S.A.

FMCC 2098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED JUN 64

110052

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1986 FEB 18 AM 9:40
E. AUBREY COLLISON
CLERK

MP

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated Jan. 17, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kinko's of Washington, Inc.
Address 4141 State Street, Suite B. Santa Barbara, CA. 93110

RECORD FEE 11.00
POSTAGE .50
#25404 .C777 R01 109:05
FEB 18 86

2. SECURED PARTY

Name P.S.W., Inc.
Address 4141 State Street, Suite B. Santa Barbara, CA 93110
Attn. B. Baez

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)

One (1) Xerox 9500 Duplicator together with any and all additions, substitutions, accessories, or other or different equipment added to or replacing part of the specified equipment, and repairs and all proceeds including, without limitation, all equipment and specified items of collateral which are acquired with any cash proceeds. Said equipment is located at: 4412 Knox Road, College Park, MD. 20740.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to _____ to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

T. Kenneth Hightower
(Signature of Debtor)

T. Kenneth Hightower President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Becky Baez
(Signature of Secured Party)

Becky Baez Treasurer
Type or Print Above Signature on Above Line

RECEIVED FOR RECORDING
CIRCUIT COURT T.A.A. COUNTY
1986 FEB 18 AM 9:40
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Swift, John J., PT
Address 1720 Crane Highway South, Suite 202
Glen Burnie, MD 21061

2. SECURED PARTY

Name Macrolease International Corporation
Address 50 Jericho Tpke.
Jericho, NY 11753

RECORD FEE 11.00
POSTAGE .50
#25406 0777 R01 T09:07
FEB 18 96

Person And Address To Whom Statement Is To Be Returned 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 part of.

Assigned To: Shawmut Bank of Boston
1 Federal Street
Boston, MA 02110

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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 J. Swift
(Signature of Debtor)

JOHN J. SWIFT, PT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Debra
(Signature of Secured Party)

MACROLEASE INTERNATIONAL CORPORATION
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
CLERK COURT & COUNTY
1986 FEB 18 AM 9:41
E. AUBREY COLLISON
CLERK

1100
50

LIBER - 494 PAGE 570

Schedule A attached to and made part of a lease dated _____
between Macrolase International Corporation, Lessor, and
John J. Swift, PT Lessee.

Two (2) #412 Table W/ Shelf
Three (3) Footstools
Seven (7) Paper cutters
Three (3) Paperholders
One (1) Traction Unit S/N 3694
One (1) Universal Traction Belt
One (1) Thoracic Restraint
One (1) C-2 Cold Pack Unit S/N 7071
Six (6) Side Chairs
Two (2) Secretary Chairs
One (1) Secretary Desk
One (1) Single Ped desk

Plus all parts, attachments, and accessories hereto.

Mail to Macrolase International Corp.

JOHN J. SWIFT, PT

BY 

STATE OF MARYLAND

LIBER - 494 PAGE 571

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 RIDOUT RESTAURANTS LTD. PARTNERSHIP
Address 210 Holidat Court, Annapolis, MD 21401

2. SECURED PARTY

Name SUBURBAN FUNDING CORPORATION
Address 6610 Rockledge Drive, Bethesda, MD 20817

Mail to

C. M. Wilcox, President
Person And Address To Whom Statement Is To Be Returned 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
#25407 6777 ROL 10-10
FEB 18 86

The equipment described below is the subject of a true lease between the parties. The filing of this financing statement is for notice purposes only and the filing hereof shall not be deemed evidence of intent to create a security interest according to the U.C.C.

new NCR model 2160 point-of-sale equipment.
new NCR model PC6 professional computer with accessories.

CHECK THE LINES WHICH APPLY

11.00

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECEIVED FOR RECORD
CIRCUIT COURT, ALBANY COUNTY
1986 FEB 18 AM 9:41
E. AUBREY COLLISON
CLERK
MP

RIDOUT RESTAURANTS LTD. PARTNERSHIP

[Signature]
(Signature of Debtor)
Jim Canary, President
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

SUBURBAN FUNDING CORPORATION
[Signature]
(Signature of Secured Party)
DORIS L ROBE, Asst. Treasurer
Type or Print Above Signature on Above Line

FINANCING STATEMENT

260153

- 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 \$ 15,500.00. 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:

LIBER - 494 PAGE 572

Anne Arundel County

5. Debtor(s) Name(s) Address(es)

Leslie K. Nakamura, Individually and
T/A Olde Mill Greenery

487 Olde Mill Shopping Center
Millersville, Maryland 21108

RECORD FEE	12.00
RECORD TAX	108.50
POSTAGE	.50

6. Secured Party Address
First Federal Savings & Loan Association of Annapolis

1832 George Avenue
Annapolis, Maryland 21401

#25413 0777 R01 T09:14
FEB 18 86

Mail to

Attention: C. Partridge-Loan Clerk
(Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: _____

Debtors

Leslie K. Nakamura (Seal)
Leslie K. Nakamura, Individually and
T/A Olde Mill Greenery (Seal)

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY (Seal)

1986 FEB 18 AM 9:41 (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)

1200 10850 50

E. AUBREY COLLISON
CLERK

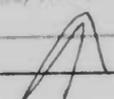
260459

BJ2501 RK22

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

RECORD FEE 12.00
POSTAGE .50
#25416 0777 R01 T09:18

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) GROFF, LARRY E. GROFF, DORIS R. 1644 ETON WAY CROFTON, MD 21114	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 2401 Research Boulevard Rockville, Maryland 20850 Mail to 
--	---

FEB 18 86

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

- 1 NEW FORD 1710 TRACTOR, SER.#ULO6907, 1 NEW FORD 1710 TRACTOR, SER.#ULO6919,
- 1 NEW FORD 1910 TRACTOR, SER.#UPO4072.

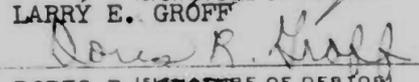
Check if covered: Proceeds of collateral covered Products of collateral covered

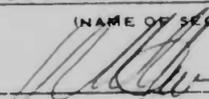
4. This transaction is exempt from the Recording Tax.

Conditional Sales from Gateway Ford Tractor

Filed with:

Clerk of the Court


 LARRY E. GROFF (SIGNATURE OF DEBTOR)

 DORIS R. GROFF (SIGNATURE OF DEBTOR)

Ford Motor Credit Co. (NAME OF SECURED PARTY)
 BY: 
 W.R. Howsafe
 Asst. Branch Manager

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

1200
1250

RECEIVED FOR RECORD
CIRCUIT COURT, BALTIMORE COUNTY

1986 FEB 18 AM 9:41

E. AUBREY COLLISON
CLERK

MP

LIBER - 494 PAGE 574

260100

BJ2501 - RWCH

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

RECORD FEE 11.00
POSTAGE .50

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code. #23417 2777 R01 T09:18
FEB 18 86

1. Debtor(s) (Last Name First) address(es)
COLLINSON, FRANK B.
81 OLD SOLOMONS ISLAND ROAD
LOTHIAN, MD 20711

2. Secured Party(ies) and Address(es)
Mail to FORD MOTOR CREDIT CO.
2401 Research Boulevard
Rockville, Maryland 20850

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:
1 NEW FORD AH312A TRACTOR, SER.#UHD2833, 1 NEW WOODS RM500 ROTARY CUTTER, SER.#5458,
1 NEW J BAR JB3 REAR BLADE, SER.#027440.

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.
Conditional sales from Gateway Ford Inc.

Filed with:
Clerk of Clerk

Frank B. Collinson
(SIGNATURE OF DEBTOR)
FRANK B. COLLINSON

Ford Motor Credit Co.
(NAME OF SECURED PARTY)

BY: *W. R. Hunsine*
Asst. Branch Manager

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

1150

mp

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CIRCUIT COURT, A.A. COUNTY

1986 FEB 18 AM 9:41

E. AUBREY COLLISON
CLERK



200101

LIBER - 494 PAGE 575
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 Severn Graphics, Inc.
(Name or Names)
7590 Ritchie Highway, Glen Burnie, Maryland 21061
(Address)

LESSEE _____
(Name or Names)

(Address)
RECORD FEE 11.00
POSTAGE .50
#25418 C777 R01 109:19
FEB 18 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.
(Name or Names)
P. O. Box 116 Baltimore, Maryland 21203
(Address)

Mail to

4. This financing Statement covers the following types (or items) of property:
2 - InterCAD 2040 Work Stations with Apollo DN300 Computer, One Megabyte of Memory;
1 - Apollo 70 Megabyte Winchester Disc; 1 - Hewlett Packard "E" Size Engineering
Plotter; 1 - Imagen Model 8/300 Laser Printer; 1 - Alphanumeric C.R.T.

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

MP
RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
1986 FEB 18 AM 9:41
E. AUBREY COLLISON
CLERK

LESSEE
Severn Graphics, Inc.
By: James T. Russell (Title)
JAMES T. RUSSELL
(Type or print name of person signing)
By: _____ (Title)

(Type or print name of person signing)
1100 52

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Manager
(Title)
Brian G. Connelly
(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

260162

LIDER - 494 PAGE 576

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (Do Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Enviro Structures, Ltd. Box 1084 Severna Park, Anne Arundel, MD 21146		Secured Party Name and Address C.I.T. Corporation 1301 York Road Lutherville, MD 20193
XXXXXX C.I.T. Corporation XXXXXX XXXXXX C.I.T. Corporation XXXXXX		Mail to _____ 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) Koehring Model 266 Hydraulic Excavator, S/N 66249 Equipment may be located at: 285 Oak Court Severna Park, Anne Arundel, MD 21146		RECORD FEE 11.00 POSTAGE .50 #25419 0777 R01 T09:20 FEB 18 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>Enviro Structures, Ltd.</u>		Secured Party <u>C.I.T. Corporation</u>
By <u><i>Richard Feliciano</i></u> Title <u>PRESIDENT</u>		By <u><i>Joseph C Sickle</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>Richard Feliciano</u> <small>Type or print name(s) of person(s) signing</small>		<u>Joseph C Sickle</u> <small>Type or print name of person signing</small>

1/100

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB 18 AM 9:41

E. AUBREY COLLISON
CLERK

PART 2 - COURT CLERK



FINANCING STATEMENT

LIDER - 494 PAGE 577

260163

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES () NAME OF OWNER _____

STATE CORPORATION COMMISSION

(Code Book Code Division Box 197 Richmond Virginia 23208)

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 12.00
POSTAGE .50

Name & mailing address of all debtors, trade styles, etc. No other names will be indexed.

George and Flora Aquilla
5010 Fleming Road
Mount Airy, Maryland 21771

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

RECEIVED IN RECORDS
COURT CLERK'S OFFICE
1986 FEB 18 AM 9:41
E. ANDREY COLLISON
CLERK

Name & address of Secured Party

The McLean Bank
6832 Old Dominion Dr.
McLean, VA 22101

Mail to _____

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered
()

Description of collateral covered by original financing statement

4 Single Premium Paid Life Insurance Policies and their proceeds: Washington National Insurance Company, Policy #FA-139395; The Manufacturers Life Insurand Company, Policy #2,649,029-2; Anchor National Life Insurance Company, Policy #767396; John Alden Life Insurance Company, Policy #86327654

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:

George and Flora Aquilla

The McLean Bank

By: _____

By: _____

Signature of Debtor if applicable (Date)

Signature of Secured Party if applicable (Date)

1200

(WHITE-ORIGINAL) (YELLOW-LENDER'S COPY) (PINK-BORROWER'S COPY)

260101

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-
don 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 B. E. K. Enterprises, Inc.

Address 303 Songwood Court, Millersville, MD 21108

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Highway, 450 & 178, Annapolis, MD 21401

Credit Alliance Corporation, P. O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
"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
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)

B. E. K. Enterprises, Inc.

Edward Eugene Richardson Pres.
(Signature of Debtor)

Baldwin Service Center, Inc.

EDWARD E. RICHARDSON, PRES.
Type or Print Above Name on Above Line

(Signature of Debtor)

Richard L. Baldwin
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Richard L. Baldwin President
Type or Print Above Signature on Above Line

RECORD FEE 17.00
POSTAGE .50
#25421 C777 R01 709:24
FEB 18 86

RECORDED
ANNE ARUNDEL COUNTY

1986 FEB 18 AM 9:41

E. AUSPREY COLLISON
CLERK

MP

1788

LIBER - 494 PAGE 579

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 February 7, 1986

between Baldwin Service Center, Inc. as Seller/Lessor/Mortgagee and B. E. K. Enterprises, Inc., 303 Songwood Court, Millersville, MD 21108 (Address)

(Name)
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; that CREDIT may in our name endorse any notes and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT has 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 \$ 20,654.28 7th day of February, 19 86
IN WITNESS WHEREOF, we have hereunto set our hand and seal this Baldwin Service Center, Inc. (SEAL)
(Seller/Lessor/Mortgagee)

By Shoda L. Baldwin, Pres

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. FROM: B. E. K. Enterprises, Inc.
Defense Highway, 450 & 178, Annapolis, MD 21401 303 Songwood Court, Millersville, MD 21108

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Items. Includes items like CASH SALE PRICE, DOWN PAYMENT, UNPAID BALANCE, INSURANCE, OFFICIAL FEES, FINANCE CHARGE, CONTRACT PRICE, and TIME SALES PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 303 Songwood Court, 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 thousand six hundred fifty four and 28/100 Dollars (\$ 20,654.28)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 10th day of March, 19 86, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 573.73 and the final installment being in the amount of \$ 573.73 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.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: February 7, 19 86
Accepted: Baldwin Service Center, Inc. B. E. K. Enterprises, Inc.
By: [Signatures]
Co-Buyer-Maker: [Signature]

Wanted to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of 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, 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 impairment, 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.

Each party hereby agrees to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be full 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.

_____(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 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____ (Witness) _____ (Signature, Title of Officer, "Partner" or "Proprietor") (SEAL) Signature of Seller

LIBER - 494 PAGE 581

Mail to Credit Alliance Corp

200465

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 Shriner & Gary Realtors Inc.
Name or Names
2937 Mountain Road Pasadena, Maryland 21122
Address - Street No. City-County State Zip Code

2. Lessor The Equipment Leasing Company
Mail to Box 307 Riderwood, Maryland 21139

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)
Contact System 11.00
6x27 Cohort Telephones POSTAGE .50
KSU #25425 0777 R01 T09:26
CO Cards BLF FEB 18 86
Power Supply Call Accounting Printer
Power Supply Card
CPU Card
Station Cards
Cohort Subsets

Lessee: Shriner & Gary Realtors Inc.

Lessor:

Ronald C. Shriner - Pres
(Signature of Lessee)

THE EQUIPMENT LEASING COMPANY

RONALD C. SHRINER - PRES.
(Type or Print) (Include Title)

[Signature]
(Signature of Lessor)
DENNIS KORNER, VICE PRESIDENT
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:
The Equipment Leasing Company, , Box 307, Riderwood, Maryland 21139.

11.00
11.50

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY
MP 1986 FEB 18 AM 9:42
E. AUBREY COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50
#25432 C-345 R01 T09:51
FEB 18 86

TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX
 NOT SUBJECT TO } ON PRINCIPAL
AMOUNT OF _____

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.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

Lessee:
The North Arundel Hospital Association, Inc.

BY: J. Wyatt Melvin
DIRECTOR OF FINANCE

Lessor:
Builders Leasing Company
[Signature]
[Signature]

RECEIVED FOR RECORD
CLERK, COURT HOUSE, BALTIMORE COUNTY

1986 FEB 18 AM 10:14

VE. AUBREY COLLISON
CLERK
mp

Mellon Bank (East) National Association
Mellon Bank Center
Philadelphia, PA 19102-2475
Attn: Documentation Support Unit - 194-0700

1150
50

Exhibit A

- One (1) Kodak Ektachem Model 400 Chemistry Analyzer
- One (1) Kodak Ektachem Model 700 Chemistry Analyzer
- One (1) Technicon H-1 (TM) System Hematology Analyzer

Mail to Mellon Bank

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 1 3 Maturity date (if any):

1 Debtor (s) (Last Name First) and address (es) JIM'S AIR TOOLS & EQUIP. OF BALTIMORE, INC. 823 Fairview Avenue Linthicum Hgts., MD 20190 <i>Mail to</i>	2 Secured Party (ies) and address (es) F. K. LINDSAY COMPANY, INC. 63 Nottingham Road Deerfield, NH 03037	For Filing Officer (Date, Time, Number, and Filing Office)
--	---	---

4 This financing statement covers the following types (or items) of property:

- 1 - Lindsay Model 80-HP Portable Air Compressor with forward and rear tool boxes and covers Serial #29173 - Engine #6080182
- 1 - Crane Lifting Eye

Invoice #30253

RECORD FEE 10.00
POSTAGE .50

#25457 0345 R01 110:24
FEB 18 86

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented.

Filed with: Clerk of the Circuit Court, Anne Arundel County, Maryland

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.

copy 472 Form 121

Dated: January 30, 1986 19

F. K. Lindsay Company, Inc.

By: *Catherine J. Blyskal*

FILING OFFICER COPY - ACKNOWLEDGMENT

Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgement.

COLUMBUS BANK NOTE CO., DUBLIN, OHIO 43017

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1986 FEB 18 PM 12:28

E. AUBREY COLLISON
CLERK

MP

200125

LIBER - 494 PAGE 586

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 13 Maturity date (if any):

1 Debtor (s) (Last Name First and address (es)) JIM'S AIR TOOLS & EQUIP. OF BALTIMORE, INC. 823 Fairview Avenue Linthicum Hgts, MD 20190	2 Secured Party (ies) and address (es) P. K. LINDSAY COMPANY, INC. 63 Nottingham Road Deerfield, NH 03037	For Filing Officer (Date, Time, Number, and Filing Office)
--	--	---

4 This financing statement covers the following types (or items) of property:

- 1 - Lindsay Model 80-HR Portable Air Compressor with forward and rear tool boxes and covers
Serial #29172 - Engine #6080195
- 1 - Crane Lifting Eye
Invoice #30254

RECORD FEE 10.00
POSTAGE .50
#25458 C345 R01 T10:24
FEB 18 86

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with: Clerk of the Circuit Court, Anne Arundel County, Maryland

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.

~~200125~~ Libr 472 Folio 122 P. K. Lindsay Company, Inc.
Dated: January 30, 1986 By: Catharine J. [Signature]

FILING OFFICER COPY - ACKNOWLEDGMENT - Filing officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgement. COLUMBUS BANK NOTE CO., DUBLIN, OHIO 43017

10.00
58
MP

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY
1986 FEB 18 PM 12:28
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT CHANGE

This Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.	1a. Filing Data: (For Filing Officer)
	1b. Maturity Date:
2. Debtor (s) and Mailing Address The Sta-Dri Company 1572 Annapolis Road Odenton, Maryland 21113	3. Secured Party (ies) and Address The National Bank of Washington 4340 Connecticut Avenue, N.W. Washington, D.C. 20008 Attn: Documentation Control Unit VN-5

This statement refers to original Financing Statement No. 207934 Liber 367 Page 398
Date Filed: February 25, 1977 (1:17 p.m.)

- A. Continuation (). The original Financing Statement is still effective.
- B. Assignment (). The Secured Party of record has assigned his interest in the collateral to:
- C. Termination (X). The Secured Party of record no longer claims a security interest under the Financing Statement.
- D. Partial Release (). The Secured Party of record releases the following collateral:
- E. Amendment (). The Financing Statement is amended as set forth below:

E. AUBREY COLLISON
CLERK

1986 FEB 18 PM 12:28
RECEIVED FOR RECORD
ANNAPOLIS COUNTY

RECORD FEE 10.00
POSTAGE .50
#25460 0345 R01 T10:29
FEB 18 86

Signature (s) of Debtor (s)

THE NATIONAL BANK OF WASHINGTON

By: *Philip J. Mistretta*
Philip J. Mistretta
Vice President

Signature of Secured Party

RETURN TO: THE NATIONAL BANK OF WASHINGTON
4340 Connecticut Avenue, N.W.
Washington, D.C. 20008
Attention: Documentation Control Unit VN-5.

Filing Fee \$3.00

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		3. For Filing Officer (Date, Time, Number and Filing Office):
1. Debtor(s) Name and Mailing Address: (Do not abbreviate) LESSEE BENJAMIN BLUME 7344 GOV. RITCHIE HWY. GLEN BURNIE, MD 21061	2. Secured Party(ies) Name and Address: LESSOR FIRST SOUTHERNSERV. CORPORATION P.O. DRAWER 5900 PINE BLUFF, AR 71611	LIBER - 494 PAGE 588

4. This Financing Statement covers the following types (or items) of property.
 (WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

5. Name and Address of Assignee of Secured Party: (Use this space to describe collateral, if needed)

SEE APPENDIX A (EQUIPMENT LIST) ATTACHED HERETO AND MADE HEREOF.

BOOK 455 - PAGE 139

Check only if applicable

This Financing Statement is to be filed for record in the real estate records.

Number of additional sheets presented 1

Products of collateral are also covered.

6. This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

(Please check appropriate box)

already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or

already subject to a financing statement filed in another county.

which is proceeds of the original collateral described above in which a security interest was perfected, or

as to which the filing has lapsed, or

acquired after a change of name, identity or corporate structure of the debtor.

Benjamin Blume First Southern Service Corporation
 Use whichever signature line is applicable.

By Benjamin F. Blume By James A. Brown Secretary
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(2) Filing Officer Copy - Acknowledgment
STANDARD FORM - FORM UCC-1 (REV. 6-18-75) APPROVED BY THE SECRETARY OF STATE OF TEXAS - FORM 15-1548

RECORD FEE 12.00
POSTAGE 50
#25454 C145 ROL 100-40
FEB 18 1986

TERMINATION STATEMENT: This statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

DATED January 10, 1986

FIRST SOUTHERN SERVICE CORPORATION
 BY: James H. Bunk
 Assistant Vice President

1986 FEB 18 PM 12:28
 RECEIVED FOR RECORD
 CIRCUIT COURT, TARRANT COUNTY
 E. AUBREY COLLISON
 CLERK
 mp

SHOP EQUIPMENT & SUPPLIES

ITEM #	SUGGESTED QUANTITY	ITEM DESCRIPTION	TOTAL	UNIT PRICE	QUANTITY IF DIFF.	TOTAL IF DIFF.
1	3	LMT-9 B. Pearson 4-Post Lifts	9355.00	3118.00		
2		Installation-Lifts				
3	1	10' Channel Iron	750.00	N/A		
4	1	Ben Pearson Pipe Bender	41.00	41.00		
5	4	Maremont Muffler Support Stands (will be invoiced with inventory)	7085.00	7085.00		
			N/A	N/A		
6	Set	Baked Enamel Signs				
7	1	Pole Sign (8x10) Installed	400.00	N/A		
8	1	Branick 1500 lb. Air Jack	3000.00	3000.00		
9	2	4Z241 Impact 3/8" Drive Air Ratchets, 40# Torque, Ingersoll Rand	246.00	246.00		
			191.90	95.95		
10	1	2Z853 Dayton Air Impact Wrench 1/2" Drive	99.95	99.95		
11	1	7Z621 Speedaire Upright 80 gal. 3 H.P. Compressor with Magnetic Starter (includes freight)	1847.68	1847.68		
12	1	7Z553 Comb. Filter/Regulat.	36.95	36.95		
13	1	2Z341 Dayton 1/2 HP Grinder 7" wheels	185.69	185.69		
14	3	2W273 Four-wheel Stock Carts	165.00	55.00		
15	1	4Z239 Dayton 1/2" Air Drill	138.75	138.75		
16	1	2X471 Dayton Drill Index by 1/32" from 1/16" thru 1/2"	38.08	38.08		
17	4	2Z253 25' Coil 1/4" Air Hoses	43.00	10.75		
18	4	2Z608 25' Rubber Hoses 1/4"	46.68	11.67		
19	4	1X919 Dayton Air Couplers & Adaptors	13.80	3.45		
20	1	4X574 Dayton American Tap & Die Set	49.05	49.05		
		2 Dayton	49.05	49.05		
		2 Dayton	49.05	49.05		
		2 Dayton	49.05	49.05		
		2 Dayton	49.05	49.05		
25	1	Complete Welding Cutting Outfit (See attached Itemization)	876.00	876.00		
26	1	Reed Pipe Cutter	72.25	72.25		
27	1	Pipe Cutter Wheel	3.95	3.95		
28	1	Reed Pipe Vise	74.35	74.35		
		2 Dayton	49.05	49.05		
		2 Dayton	49.05	49.05		

TOTAL- NO CHANGES
 5% Sales Tax
 GRAND TOTAL -NO CHANGES (See Pg. 2)
 TOTALS- WITH CHANGES

\$24,861.78
 \$24,760.08
 [A] [B]

ITEMIZED WELDING OUTFIT

ITEM #	LIST EACH	QUANTITY	TOTAL	ITEM DESCRIPTION
25a	62.25	4	249.00	Victor 315 Handle
25b	85.86	2	171.72	Victor CA1061 Cutting Attachment
25c	8.96	3	26.88	Victor 01-101 Cutting Tips
25d	16.15	3	48.45	Victor Type 4 Welding Tips
25e	19.20	4	76.80	25 Ft. 1/4" Twin Welding Hose
25f	11.10	1	11.10	10 Ft. 3/16" Welding Hose
25g	72.50	1	72.90	Victor Oxygen Regulator SR250C
25h	65.15	1	65.22	Victor Acetylene Regulator SR260A
25i	7.20	4	28.80	Jackson Headgear 170-S
25j	3.12	4	12.48	Jackson Visor 8042
25k	14.50	2	29.00	#111 Y Connector
25l	14.50	2	29.00	#112 Y Connector
25m	5.00	8	40.00	Harris Check Valves (Handle End)
25n	5.00	2	10.00	Harris Check Valves (Gauge End)
25o	1.55	3	4.65	Single Flint Strikers

876.00 (Shown on page 3, item 25)

Mail to First Southern Series

Initials:

LIBER - 494 PAGE 591

200-126

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>
---	------------	---------------	-------------	--------------

Bodell, Robert M. 1936 Flowering Tree Terrace, Silver Spring, MD 20902

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

Dominion Federal Savings & Loan Assoc., P.O. Box 929, McLean, VA 22101

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 B attached hereto.

See Schedule A attached hereto for a description of the Real Property about which this Financing Statement is concerned.

RETURN TO:

(If affixed to realty—state value of each article)

RECORD FEE 13.00
 POSTAGE .50
 #25486 C345 R01 T12:06

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.)

FEB 18 86

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)

Robert M. Bodell
Robert M. Bodell

(Type or print name under signature)

DOMINION FEDERAL SAVINGS AND LOAN ASSOCIATION (Seal)

Richard Oppenheim, Jr.
Signature of Secured Party or Assignee
Richard Oppenheim, Jr., Assist. Vice President

(Owner, Partner or Officer and Title)
(Signatures must be in ink)

REC'D
 1986 FEB 18 PM 12:29
 E. AUBREY COLLISON
 CLERK

135

Exhibit B to Financing Statement

1. All machinery, apparatus, equipment, fittings, fixtures, furniture, building materials or related supplies and articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon the property described in Schedule A to the Financing Statement (the "Real Property"), and used or usable in connection with the present or future operation of said Real Property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, pipes, pumps, tanks, motors, conduits plumbing, fire prevention, fire extinguishing, refrigerating, and ventilating apparatus, air cooling and air conditioning equipment, shades, carpeting, awnings, screens, storm doors and windows, stoves, refrigerators, attached cabinets, partitions, ducts and compressors together with all alterations, additions, substitutions and replacements of those systems and fixtures, and all of the right, title and interest of Debtor in and to same which may be subject to any title retention or security agreement or instrument superior in lien to the lien evidenced hereby, and together with all alterations, additions, accessories, and improvements to same, substitutions for it and renewals and replacements of it; together with all proceeds (cash and non-cash) of it, including the proceeds of any and all insurance policies in connection with it.
2. 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 made before or after the date of this Financing Statement, including interest, and the right to receive payments, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or any part of it 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 any part of it.
3. The interest of the Debtor in any and all payments, proceeds, settlements or other compensation made before or after the date of this Financing Statement including interest, and the right to receive payment, from any and all insurance policies covering the Real Property or any portion of it, or any of the other property described in this Financing Statement, or any part of it.
4. All rents, issues and profits that derive from the Debtor's right, title and interest in and to the Real Property, from but not limited to leases and all contract rights of the Debtor, now or hereafter created or arising in reference to the leasing or sale of the Real Property or any part or unit therein, including any security deposits or down payments relating thereto and/or proceeds therefrom. The foregoing shall include, without limitation, all rents, issues and profits arising from a certain lease dated as of August 26, 1985 by and between Virginia Beef Corporation, Lessee, and Loudoun Business Center Associates Limited Partnership, Lessor (a predecessor in interest to the Debtor), and any and all deposits, down payments and proceeds from a certain contract of sale dated as of January 13, 1986 by and between The Alan I. Kay Companies, Seller (a predecessor in interest to the Debtor) and San Jac Financial Services, Inc., a Texas corporation.

SCHEDULE "A"

LIBER - 494 PAGE 593

Lot 1 and Parcel E of the subdivision known as "Warthen Knolls", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 91 at page 35.

Mail to James F. Boswell

[] TO BE

[] SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$

[X] NOT TO BE

RECORDED IN
LAND RECORDS

[X] NOT SUBJECT TO

200.00

FINANCING STATEMENT

JEROME W. AFFAYROUX, JR.

Name or Names -- Print or Type

9501 Avaondale Road, Parkville, Maryland 21234

Address -- Street No., City-County State Zip Code

1. Debtor(s):

Name or Names -- Print or Type

Address -- Street No., City-County State Zip Code

FIRST AMERICAN BANK OF MARYLAND

Name or Names -- Print or Type

2. Secured Party:

209 Main Street, Annapolis, Maryland 21401

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).

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 therefore.
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 [X] are [] are not Covered.

7. Products of collateral [X] are [] are not covered.

DEBTOR(S):

Jerome W. Affayroux, Jr.
(Signature of Debtor)

Jerome W. Affayroux, Jr.
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
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, MD 21401.

RECORD FEE 11.00
POSTAGE 1.50
#15026
RECEIVED FEB 19 1986
CIRCUIT COURT, A.A. COUNTY
1986 FEB 19 AM 11:24
E. AUBREY COLLIER
CLERK

11.00
50

[] TO BE

[] SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

[X] NOT TO BE

RECORDED IN
LAND RECORDS

[X] NOT SUBJECT TO

\$ 200.107

FINANCING STATEMENT

GERTRUDE K. AFFAYROUX

Name or Names -- Print or Type

9501 Avondale Road, Parkville, Maryland 21234

Address -- Street No., City-County State Zip Code

1. Debtor(s):

Name or Names -- Print or Type

Address -- Street No., City-County State Zip Code

FIRST AMERICAN BANK OF MARYLAND

Name or Names -- Print or Type

2. Secured Party:

Mail to

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 therefore.
- 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.

RECORD FEE 11.00
POSTAGE 50
#15027 0237 002 11/24
FEB 19 86

6. Proceeds of collateral [X] are [] are not Covered.

7. Products of collateral [X] are [] are not covered.

DEBTOR(S):

Gertrude K. Affayroux
(Signature of Debtor)

Gertrude K. Affayroux
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

Type or Print (Include title if Company)

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB 19 AM 11:24

E. AUBREY COLLISON
CLERK

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, MD 21401.

11.02

[] TO BE

[] SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

RECORDED IN
LAND RECORDS

[X] NOT TO BE

[X] NOT SUBJECT TO

\$ 200.00

FINANCING STATEMENT

ANYTHING WICKER, INC.

Name or Names -- Print or Type

7972 Crain Highway, Glen Burnie, Maryland 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

FIRST AMERICAN BANK OF MARYLAND

Name or Names -- Print or Type

2. Secured Party:

209 Main Street, Annapolis, Maryland 21401

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).**

- 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 therefore.
- 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 [X] are [] are not Covered.

7. Products of collateral [X] are [] are not covered.

DEBTOR(S): ANYTHING WICKER, INC.

SECURED PARTY:

BY: Gertrude K. Affayroux
(Signature of Debtor)

First American Bank of Maryland

Gertrude K. Affayroux
Type or Print

(Company, if applicable)

(Signature of Debtor)

(Signature of Secured Party)

Type or Print

Dennis L. Ortiz
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, MD 21401.

RECORD FEE 11.00
POSTAGE .50
#15028 0237 NO2 111424
FEB 19 86

MP
RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 FEB 19 AM 11:24
E. AUBREY COLLISON
CLERK

11-09
-50

260472

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 recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 11/13/85 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SPRACUE, Edwin J. & Betty
Address 12 Joy Drive, North East, MD 21901

RECORD FEE 12.00
POSTAGE .50
#25727 0777 R01 T09:14
FEB 20 86

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street

Mail to Annapolis, MD 21403
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1986 28' Bayliner fiberglass hull #BL2B12CDK586
1986 260 HP Volvo Penta gas engine #55748

Home anchorage/winter: Edgewater, MD

ASSIGNEE:
HORIZON FINANCIAL, F.A.
808 Masons Mill Business Park
1800 Byberry Road
Huntingdon Valley, PA 19006

CHECK THE LINES WHICH APPLY

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)

Edwin J. Sprague
(Signature of Debtor)

Edwin J. Sprague
Type or Print Above Name on Above Line

Betty K. Sprague
(Signature of Debtor)

Betty K. Sprague
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

RECEIVED FOR RECORD
CIRCUIT COURT - A. & C. COUNTY
1986 FEB 20 AM 9:44
E. AUBREY COLLISON
CLERK

Anne Arnold Co
2-11-86

FINANCING STATEMENT FORM UC 71

Identifying File No. 260473

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 1/25/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RICHARDS, Raymond L. & Mary Jean

Address 1319 Heller Drive, Yardley, PA 19067

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION

Address 200 Sheffield Street

Mountainside, NJ 07092

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 12.00
POSTAGE .50
#23129 0777 R01 T09:15
FEB 20 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1986 28' Carver fiberglass hull #CDRJ0031J586
1986 Twin 200 HP Crusader gas engines #54292 & 54283

Home anchorage/winter: Edgewater, MD

ASSIGNEE:
SOCIETY FOR SAVINGS
1290 Silas Deane Highway
Wethersfield, CT 06109

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Raymond L. Richards
(Signature of Debtor)

Raymond L. Richards

Type or Print Above Name on Above Line

Mary Jean Richards
(Signature of Debtor)

Mary Jean Richards

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.

Annie Arundel Co
2-11-86

RECEIVED FOR RECORD
SHERIFF COURT, YORK COUNTY
1986 FEB 20 AM 9:44
E. AUBREY COLLISON
CLERK

200474

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. ~~XXXXXXXXXXXX~~
(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:

- (1) Mita DC 313Z
- (1) Mita ADF-IN Auto Doc Feeder
- (1) Mita DC 111 Copier

RECORD FEE 11.00
POSTAGE .50
#25730 C777 R01 T09:16
FEB 20 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: \$3,800.00

RECEIVED FOR RECORD
CLERK COURT TAX COUNTY
1986 FEB 20 AM 9:44
E. AUBREY 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 14th day of February, 1986

DEBTOR:

SECURED PARTY:

Diverse Services, Inc.
By: J. J. Brady - Pres.
(Title)
Mildred E. Brady

THE BANK OF GLEN BURNIE
By: Earl G. Walter
(Title)
Executive Vice President

FOR FILING OFFICER USE
File No. _____ Date and Hour of Filing _____
Record Reference _____



MARYLAND NATIONAL BANK
We want you to grow.SM

LIBER - 494 PAGE 600

260475

FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____
 2. To Be Recorded among the Financing Statement Records at Clerk of the Circuit Court for Anne Arundel County
 3. Not subject to Recordation Tax.
 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 90,339.04. 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) Additional Locations:
 TISCHER: Rudolf c/o Autohaus Tischer Tischer Autopark
 Von Berg: Christian 3225 Ft. Meade Road Tischer Subaru
 Laurel, MD 20707 3211 Automobile
 Blvd.
 Silver Spring, MD

6. Secured Party Address
 Maryland National Bank 9841 Broken Land Parkway
 Attention: Phillip Kunzelman Columbia, Maryland 21046
 RECORD FEE 20904
 POSTAGE 12.00
 #25731 C777 R01 T09:17
 FEB 20 86

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. *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.

Rudolf Tischer (Seal)
 Rudolf Tischer
Christian Von Berg (Seal)
 Christian Von Berg
 _____ (Seal)

Secured Party
 Maryland National Bank
Phillip Kunzelman (Seal)
 Phillip Kunzelman, Commercial Loan Officer
 Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

207-95 REV 7/83

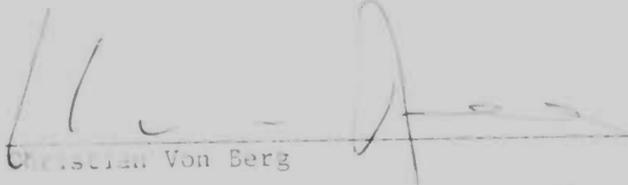
RECEIVED FOR RECORD
 CIRCUIT COURT, A.A. COUNTY
 1986 FEB 20 AM 9:44
 E. AUBREY COLLISON
 CLERK

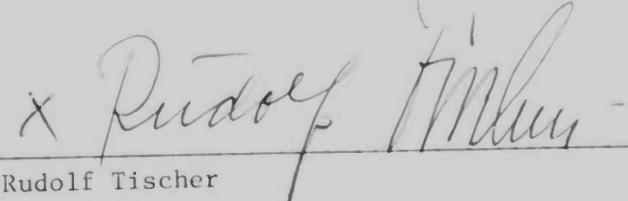


SCHEDULE A :

LIBER - 494 PAGE 601

1. A. T. & T. Merlin 3070 Telephone System
2. A. T. & T Horizon Telephone System


Christian Von Berg 2/7/56
(date)


x Rudolf Tischer 2/7/56
Rudolf Tischer (date)

**END
LIBER**