

LIBER

498

BOOK 498 PAGE 1

261713

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) Richards, Herbert Leroy DBA Richards & Sons Excavating Lothian, MD 20711	2 Secured Party(ies) and Address(es) Jacobs Ford Truck Sales, Inc. 8300 Ardwick-Ardmore Road Landover, MD 20785	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 MAY 3 1986
4 This financing statement covers the following types (or items) of property: (1) 1986 Ford LT9000 S/N 1FDZU90W9GVA32667 with Heil 14' steel dump body S/N 86T216265 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

Herbert Leroy Richards
 DBA Richards & Sons Excavating

Jacobs Ford Truck Sales, Inc.

By: Herbert Leroy Richards
 Signature(s) of Debtors

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

603469 Rev. 12-80

Filing Officer Copy — Alphabetical

1320248

Mailed to Assignee



1986 MAY -8 PM 9:43

201730

FINANCING STATEMENT

- () Recorded in the Land Records of _____ County, Maryland
- (XX) Filed in the Financing Statement Records of Anne Arundel County, Maryland
- () Filed with the State Department of Assessments and Taxation

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust securing a debt in the aggregate principal amount of \$127,500.00 or so much thereof as may be advanced to which instrument all required documentary stamps have been affixed.

NAME OF DEBTOR:

Sun Kyoung Lee and Sim Chu Lee

RECORDING FEE 12.00
NOTARIAL FEE 2.00
TOTAL FEE 14.00
MAY 13 1986

ADDRESS:

658 Faircastle Avenue, Severna Park, Maryland 21146

NAME OF SECURED PARTIES:

John Hanson Savings & Loan, Inc.

TRUSTEE (S):

Gerald A. Cousino and Charles A. Dukes, Jr.

ADDRESS:

11700 Beltsville Drive
Beltsville, Maryland 20705

1. This Financing Statement covers the following items of property:

- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.
- B. Proceeds of the above described collateral.
- C. All contract rights of and from the herein-described property or any part thereof.

1200
0021
SU

CR
CLERK

1986 MAY -8 AM 9:43

REC'D BY MAIL ROOM
MAY 13 1986

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of the eminent domain, (b) The alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, being ~~approximately~~ ^{approximately} ~~of ground more or less situate~~ ^{acres} 7195 Baltimore-Annapolis Blvd., Ferndale, Maryland 21061, situate in Anne Arundel County and more fully described in and conveyed by Debtor to the Trustees in the Deed of Trust, recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

Dated:

November 26, 1985

DEBTOR SIGNATURES:

BY: Sun Kyung Lee
Sun Kyung Lee

BY: Sim Chu Lee
Sim Chu Lee

Mailed to Secured Party

LAW OFFICES
GORDON & HENESON, P. A.
SUITE 1107-BLAUSTEIN BUILDING
ONE NORTH CHARLES STREET
BALTIMORE, MARYLAND 21201

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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. 248168 recorded in
Liber 463 pg502, Folio on (Date).

1. DEBTOR(S):

Name(s) Donald and Sandra Olson
Address(es) 6308 Homewood Rd. Linthicum, Md. 21090

2. SECURED PARTY:

Name Finance one of Md. Inc.
Address 4711 Raleigh Rd. Temple Hills, Md. 20748 (PREVIOUS)

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

FINANCE ONE OF MD. INC. PO BOX 333 Owings Mills, Md. 21117

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

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

8.

9. SIGNATURES.

SECURED PARTY

Finance One of Md. Inc.

By

Peter Hohn
Peter Hohn, Branch 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.

Mailed to Secured Party

10.5
2

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

No. of Additional Sheets Presented

The debtor is a transmitting utility.

1. Debtor(s) (last Name First) and Address(es):
Francisco Figueroa dba/
Franks Exxon Center
723 Nursery Road
Linthicum, MD 21090

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

Motorola C & E, Inc and
Associates Capital Services Corp
7240 Parkway Drive Ste 140 (This is our new address)
Hanover, MD 21076

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

3. This statement refers to original Financing Statement No. 430066 430-66 filed (date) 4/10/80 with A.A. County

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

This statement is to be indexed in the Real Estate Records.

Section Block Lot

RECORD FEE 10.00
STAMP 50
MAY 9 1980

Associates Capital Services Corporation

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

By RSR
R.S. Freistat
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy — Numerical
STANDARD FORM — FORM UCC-3 — Approved by the Secretary of State of New York

UCC-3 Rev. 7-78

Mailed to Secured Party



1986 MAY -9 AM 9:32

NOTICE TO CREDITORS

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't 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 Jennings, Harry W.

Address 884 Brighton Place, Glen Burnie, MD 21061

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 4100 41st Street, Brentwood, MD 20722

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
500 DiGiulian Blvd.
Glen Burnie, MD 21061

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)

Harry W. Jennings

Harry W. Jennings
(Signature of Debtor)

Harry W. Jennings
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

William Fenwick
(Signature of Secured Party)

William Fenwick, President
Type or Print Above Signature on Above Line

498 PAGE 7

ASSIGNMENT

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

dated May 2, 1986 between Washington Freightliner, Inc. as Seller/Lessor/Mortgagee, and Harry W. Jennings, 684 Brighton Place, Glen Burnie, MD 21061 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, 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 unmaturred 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 \$ 107,529.15 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 2nd day of May, 19 86

Washington Freightliner, 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.

CAL 5

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc. FROM: Harry W. Jennings
4100 41st Street, Brentwood, MD 20722 884 Brighton Place, Glen Burnie, MD 21061

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): See Schedule "A" attached hereto and made a part hereof for description of equipment. *See Schedule "B" attached hereto and made a part hereof for Payment Schedule.

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$ 116,129.15 (2) Less DOWN PAYMENT IN CASH \$ 8,600.00 (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0- (4) CONTRACT PRICE (Time Balance) \$ 107,529.15

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 884 Brighton Place, Glen Burnie, MD 21061

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred seven thousand five hundred twenty nine and 15/100*

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 19th day of June, 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, 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: May 2, 1986
Accepted Washington Freightliner, Inc. (SEAL) Harry W. Jennings (SEAL)
By: [Signature] Co-Buyer-Maker: [Signature] (SEAL)
(Witness as to Buyer's and Co-Maker's Signature) (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 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 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____ (Witness) _____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller
By: _____ (Signature, Title of Officer, etc.)

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated May 2, 1986 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	New Freightliner with 14' Summit Aluminum Dump Body, S/N 216866089 Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Note, Buyer grants to Holder a Security Interest in goods, inventory and equipment including but not limited to the following:	1986 - FLC12064	2FVNYCY90GV-287287
One (1)	Used Freightliner Dump Truck	1979 - FLC1206YT	B4413HP157166

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

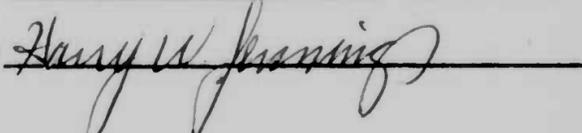
Seller, Mortgagee or Lessor:

Washington Freightliner, Inc.

By: 

Purchaser, Mortgagor or Lessee:

Harry W. Jennings

By: 

Mailed to Assignee



MARYLAND NATIONAL BANK
We want you to grow.™

261751

FINANCING STATEMENT

RECORD FEE 12.00
RECORD TAX 159.00
POSTAGE .50

- 1 To Be Recorded in the Land Records at _____
- 2 To Be Recorded among the Financing Statement Records at Anne Arundel County, Maryland
- 3 Not subject to Recordation Tax
- 4 Subject to Recordation Tax on an initial debt in the principal amount of \$ 27,000. 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)
 Romana, Inc. 595 Old Mill Plaza
 T/A BJ's Pizzeria Millersville, Maryland 21108

405873 CTT 001 78452
NOV 9 86

6. Secured Party Address
 Maryland National Bank 7474 Greenway Center Drive
 Attention: Betty Ripple Suite 1200
 Greenbelt, Maryland 20770

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 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.

Romana, Inc. T/A BJ's Pizzeria

Robert Joseph Massaro, PRES. (Seal)

Secured Party
Maryland National Bank

____ (Seal)

J. Gregory Lyon (Seal)

____ (Seal)

J. Gregory Lyon, Commercial Loan Officer

____ (Seal)

Type name and title

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



Mailed to Secured Party

1986 NOV -9 AM 9:33

RECEIVED CLERK

201753

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code, to be recorded among the Land and Financing Statement Records of Baltimore County, Maryland, and among the Financing Statement Records of Anne Arundel County, Maryland, and the State Department of Assessments and Taxation of Maryland.

This transaction is not exempt from the recordation tax. The principal amount of indebtedness initially incurred is Forty Two Thousand Dollars (\$42,000.00). Recordation tax based on that amount has been paid to the State Department of Assessments and Taxation of Maryland.

FINANCING STATEMENT

1. DEBTOR: TOPAZ CONSTRUCTION CO.,
INC., a Maryland
Corporation
2. DEBTOR'S ADDRESS: P.O. Box 116
Glyndon, Maryland 21071
3. SECURED PARTY: THE FIRST NATIONAL BANK OF
MARYLAND
4. SECURED PARTY'S ADDRESS: 40 W. Chesapeake Avenue
Towson, Maryland 21204
5. This Financing Statement covers, and the DEBTOR hereby grants the SECURED PARTY a security interest in, the following collateral:

RECORD FEE 11.00
POSTAGE .50
MAY 9 1988

All of the DEBTOR'S right, title, and interest in and to all of the tangible and intangible assets owned by the DEBTOR, wherever located, whether now owned or hereafter acquired by the DEBTOR, together with all replacements or substitutions and renewals thereof including but not limited to all of the following kinds and types of property:

- (i) Accounts;
- (ii) Chattel Paper;
- (iii) Documents;
- (iv) Equipment;
- (v) Fixtures;
- (vi) General Intangibles;
- (vii) Goods;
- (viii) Instruments;
- (ix) Inventory; and
- (x) All records relating to the above collateral

1988 MAY -9 AM 9:33

CLERK



The terms "Accounts", "Chattel Paper", "Documents", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", and "Inventory" as used 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.

6. Some of the above-described personal property may be affixed to real estate located in Baltimore County, Maryland, and more particularly known as 420 Butler Road, Reisterstown, Maryland 21136. Record Title to the real estate is held by Garn T. Godwin III and Karleen M. Godwin, his wife.
7. The proceeds (including insurance proceeds) and products of collateral are secured, as are future advances and after acquired property.

DEBTOR:

TOPAZ CONSTRUCTION CO., INC.,
a Maryland Corporation

BY: Roger G. Godwin (SEAL)
Roger G. Godwin, President

Dated April 28, 1986

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

Lawrence F. Haislip, Esquire
Royston, Mueller, McLean & Reid
Suite 600
102 W. Pennsylvania Avenue
Towson, Maryland 21204-4575

1192s
LFH/lm
4/28/86

Mailed to Secured Party

FINANCING STATEMENT (FORM UCC-1)

201753

Identifying File No. _____

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

1. LESSEE:

A & B YACHTSMEN, INC.
7310 Edgewood Road
Annapolis, Maryland 21403

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:

EQUITABLE BANK, N.A.
107 South Charles Street
Baltimore, MD 21201

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)
() If checked, see Schedule of Equipment attached hereto and made a part hereof.

- 1 Air Compressor Model T25H s/n 28246
- 1 Sandblaster 3.5 cubic ft.
Plus accessories s/n L-1590

RECORD FEE 11.00
POSTAGE .50
40846 CITY BALTIMORE
MAY 9 85

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

LESSEE:

LESSOR:

A & B YACHTSMEN, INC.
Name of Lessee

BUTLER AND COMPANY, INC.
Name of Lessor

BY: [Signature]
Signature of Lessee

BY: Deborah Stran-Scherr
Signature of Lessor

J ROBERT B ALLENTIENE PRES
Type or Print Name, include title

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

Mailed to Assignee

201754

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 B.E.K. Enterprises, Inc.

Address 303 Songwood Court Millersville, Maryland 21108

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy. 450 & 178 Annapolis, Maryland 21401

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 Secured Party
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Boulevard
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)

B.E.K. Enterprises, Inc.

Kenneth Hoffman, Sec/Treas.
(Signature of Debtor)

Kenneth Hoffman, Sec/Treas.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

Rhoda L. Baldwin, Pres.
(Signature of Secured Party)

Rhoda L. Baldwin, President

Type or Print Above Signature on Above Line

RECORD FEE 17.00
POSTAGE 5.00
MAY 9 1986

1754

1986 MAY -9 AM 9:34

E. ADLEY COLLISON
CLERK

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 30, 1986

between Baldwin Service Center, Inc. as Seller/Lessor/Mortgagee and B.E.K. Enterprises, Inc. 303 S. Main Street, Millersville, Maryland 21108 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 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 \$50,140.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 30th day of April, 1986

Baldwin Service Center, Inc. (SEAL)
By: Shada 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.)

CAL 5A

counterclaim when buyer may have against seller, whether arising in contract or otherwise, in any jurisdiction in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder. Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: April 30, 1986

Accepted Baldwin Service Center, Inc. (SEAL)
(Print Name of Seller Here)

By: Shada L. Baldwin, Pres.

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

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

BUYER(S)-MAKERS(S):

B.E.K. Enterprises, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: James H. Hoff Sec. Treas. Co-Buyer/Maker

(Print Name of Co-Buyer-Maker Here) (SEAL)

By: _____

This instrument prepared by _____

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. ("Seller") FROM: B.E.K. Enterprises, Inc. ("Buyer")

Defense Hwy. 450 & 178 Annapolis, MD 21401 (Address of Seller) 303 Songwood Court Millersville, MD 21108 (Address of Buyer)

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

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

One (1) New International Harvester Dump Truck Model AA19542, S/N 1HTLDTVN4GHA46522, with 10' Snyder Dump Body with 15' ton hoist.

(1) TIME SALES PRICE \$ 55,681.00
(2) Less DOWN PAYMENT IN CASH \$ 5,533.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 50,148.00

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, Maryland 21108

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Fifty thousand one hundred forty eight and 00/100***** Dollars (\$ 50,148.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 2nd day of June 19 86, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 835.80 and the final installment being in the amount of \$ 835.80

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; not permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind 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: April 30 19 86

Accepted Baldwin Service Center, Inc. (SEAL) (Print Name of Seller Here)

B.E.K. Enterprises, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: Shudat L. Baldwin, Pres. (Witness as to Buyer's and Co-Maker's Signature)

By: [Signature] Sec. Treas. (Print Name of Co-Buyer-Maker Here)

Co-Buyer-Maker: TITLE (SEAL)

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

By: _____

This instrument prepared by _____

BOOK 498 PAGE 19

201755

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)

Music & Arts Center, Inc.
Severna Pk Mall
575 Ritchie Highway
Severna Pk, MD

United Musical Instruments,
33999 Curtis Blvd.
Eastlake, Ohio 44094

USA, Inc.

~~ANNE ARUNDEL COUNTY~~

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

All present and after-acquired inventory sold or furnished to Debtor by United Musical Instruments or any subsidiary or division; i.e., Conn, Director, Century, Severinson, Constellation, Artist, Symphony, Victor, Henkin, Artley, Prelude, King, Tempo, Benge, Armstrong, Heritage, H-Coul, Emeritus, Scherl & Roth, Roth by Scherl & Roth, Manhasset, and all accessories or replacement parts, and returns, and such other products that may be ordered by Debtor from Secured Party.

All of the above applies to new and previously unsold.

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:

Music & Arts Center, Inc.

United Musical Instruments, USA, Inc.

By Bryan J. O'Brien, Pres
Signature(s) of Debtor(s)

By Joseph M. ...
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Mailed to Secured Party

1966 MAY -9 AM 9:34

F. AUG. 23. 1966

aa

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 DANIEL ROHDE T/A GRAPHIC^S DEVELOPMENT INC. CORPORATION
Address P.O. Box 9783 (734 Stanchcomb Road) Arnold, MD 21012-0783

2. SECURED PARTY

Name MAROX LEASING COMPANY
Address P.O. Box 463, Hunt Valley, MD 21031

Person And Address To Whom Statement Is To Be Returned 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 - National Graphics Defusion Transfer Machine Model MP53 S/N _____ 12.00
- 1 - Sanmor^A Camera Model S20E S/N _____ 12.00
- Screens _____

1986 MAY -9 AM 9:34
C. S. COLLISON
CLERK

Mailed to Secured Party

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David Rohde
(Signature of Debtor)

DAVID N. ROHDE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Louise Z. Neutze
(Signature of Secured Party)

LOUISE Z. NEUTZE
Type or Print Above Signature on Above Line

200



261757

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 Weems Duvall Sr.
Address Churchtown, Md 20733

2. SECURED PARTY

Name ~~XXXXXXXXXXXXXXXXXXXX~~ 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)

- 1100
1- 2350 tractor 542548
- 1- 245 Loader 8816
- 1- 609 Generator 45291

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Weems Duvall Sr.
(Signature of Debtor)

WEEMS DUVALL SR
Type or Print Above Name on Above Line

Weems Duvall, Sr.
(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert P. Murphy
(Signature of Secured Party)

Robert P. Murphy, Administrator

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
MAY 9 1986
MAY 9 1986

Mailed to Secured Party

201753

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 Name: FILA, DAVID dba Fila Lawn & Garden Service Address: 540 Wilson Road Crownsville, MD 21032

2. SECURED PARTY Name: John Deere Company Address: 4949 Court Street & 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) 1 John Deere 750 Utility Diesel Tractor w/MFWD ROPS Bar, Turf Tires, Power Steering S/N 081767 2 John Deere Grooming mower w/chain leveler kit S/N 537585

1100

RECORD FEE 11.00 POSTAGE .50 MAY 9 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) XX (Proceeds of collateral are also covered) (Products of collateral are also covered)

Mailed to Secured Party

Fila's Lawn & Garden Service (Signature of Debtor)

Fila Lawn & Garden Service Type or Print Above Name on Above Line

David Fila (Signature of Debtor)

David Fila 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





MARYLAND NATIONAL BANK
We want you to grow.

201750

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 \$ 10,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of The Circuit Court Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 T. Joseph Touhey 91 Aquahart Road
 Don F. Lindner Glen Burnie, Md. 21061
 George S. Lantzas

6. Secured Party Address
 Maryland National Bank 5 Crain Hwy. N.E.
 Attention: Joseph A. Reed Glen Burnie, Md. 21061

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.

T. Joseph Touhey (Seal) Secured Party
Don F. Lindner (Seal) Maryland National Bank
George S. Lantzas (Seal) Joseph A. Reed (Seal)
 Assistant Vice President & Manager
 Type name and title

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

1300
7000
50

RECORDATION FEE
RECORDATION TAX
MAY 7 1986

1986 MAY -9 AM 9:35
E. ARNDT & SULLIVAN

SCHEDULE A

This SCHEDULE A is attached to and a part of a Security Agreement between Maryland National Bank and T. Joseph Touhey, Don F. Lindner, George S. Lantzas dated April 11, 1986.

Telephone system FCC registration no. As593M64884MFE 0.88

- 1 820 Merlin CU
- 2 2 Line 5Sta Exp.
- 1 Feat. Cart. II
- 2 5 Button sets
- 4 10 Button sets
- 5 34 Button Deluxe sets

Mailed to Secured Party

MARYLAND TERMINATION STATEMENT

Date May 5, 1968

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

1. Debtor(s) name(s) and address: George Dunham
227 Dewey Dr
Annapolis, MD 21401

2. Secured Party and address (Type complete corporate name): ITT FINANCIAL
7996 Crain Hwy
GlenBurnie, MD 21061

3. There is no outstanding secured obligation and there is no commitment to make advances, incur obligations, or otherwise give value, as between the above parties. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing file number and record reference as follows:
Libre 429 Page 586

4. After recording this Termination Statement, the filing officer is requested to deliver or mail it to the Secured Party whose name and address appear above.

SECURED PARTY

ITT FINANCIAL SERVICES
(TYPE COMPLETE CORPORATE NAME)

By: Scott E Thomas MANAGER

(Type signature below name)

AE 2/84

DO NOT TYPE IN MARGINS OUTSIDE OF GUIDE LINES



Mailed to Secured Party

1986 MAY -9 AM 9:35

E. ADAMSON COLLISON

10.00
.50
MAY 9 1986

261760

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 April 4, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lilly, Arthur R. DBA Indian Landing Marina
Address 942 Indian Landing Rd. Millersville, Maryland 21108

2. SECURED PARTY

Name McCall Handling Co.
Address 3900 Vero Rd. Baltimore, Maryland 21227

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

3. Maturity date of obligation (if any) March 19, 1991

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

(1) Hyster Model H180H
Serial #C007P03287A

RECORD FEE 12.00
POSTAGE 50
MAY 17 1986
MAY 17 1986
MAY 17 1986

Mailed to Secured Party

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Arthur Lilly
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Janet L. Kuhn
(Signature of Secured Party)

Secretary/Treasurer

Type or Print Above Name on Above Line

Sterling National Bank & Trust Co.
Assignee

355 Lexington Ave
New York NY 10017

STATE OF MARYLAND

201701

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 April 30, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ridenour, Frank, H., Jr. and Ridenour, Joan, S.

Address 708 N. Holly Drive, Annapolis, Maryland 21401

2. SECURED PARTY

Name Key Financial Services Inc.

Address 57 River Street

Wellesley Hills, MA 02181

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

RECORD FEE 12.00
POSTAGE .50
MAY 9 1986

3. Maturity date of obligation (if any) _____

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

1985 Cabo Rico Sloop 38' Hull # CQB38107F585
Engine: Westerbeke, 46hp, diesel, serial # 142368C505
Additional Equipment: data marine depth finder, knotmeter/log, windspeed/direction, Icom M80 VHF, stereo am/fm, Loran Micrologic MC-5500, Chrome windless, Pickerson stove, 12v DC refrigerator, sail package, dodger, genoa furling

"NOT SUBJECT TO RECORDATION TAX"

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

Frank H. Ridenour, Jr.

(Signature of Debtor)

Frank H. Ridenour, Jr.

Type or Print Above Name on Above Line

Joan S. Ridenour

(Signature of Debtor)

Joan S. Ridenour

Type or Print Above Signature on Above Line

Key Financial Services Inc.

(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

MAY 9 9 35 AM '86

800: 498 MAY 28

201702

FINANCING STATEMENT

For Filing Officer - (Date, Time, No. and Office)

[] To Be [X] Not to Be Recorded in Land Records

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

1. Debtor and Address - **RANDALL SNYDER** - Slip #37, Bert Jabins Old Yard
Annapolis, Ann Arundel County, Maryland
2. Secured Party and Address - **NORTHEASTERN BANK OF PENNSYLVANIA**
Wyoming Avenue & Spruce Street
Scranton, Pennsylvania 18503
3. This Financing Statement covers the following types of personal property:
1984 Endeavor 40 foot yacht, known as "Windsprint"
Hull Serial Number ENC40217M84A - Engine Serial Number ED70058U96160K
registered with the U.S. Coast Guard - Documentation Number 675345
4. The proceeds of the collateral [X] are [] are not covered.
5. The products of the collateral [X] are [] are not covered.
6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
7. (If collateral are goods which are or which are to become fixtures) The above described collateral is affixed or to be affixed to: (Describe real estate)
8. (If collateral is timber to be cut) The above timer is standing on: (describe real estate)
9. (If collateral is minerals or the like or certain accounts) The above minerals or accounts will be financed at the wellhead or well or mine located on: (describe real estate)
10. (If the debtor has no interest of record in real estate) A record owner is: (Name)
11. This transaction [] is subject [X] is not subject to recordation tax on the principal amount of \$ 130,000.00.

RECORD FEE 11.00
POSTAGE .50
MAY 28 1986
MAY 28 9 35

DEBTOR - SNYDER, RANDALL

SECURED PARTY - NORTHEASTERN BANK OF PENNSYLVANIA

Randy Snyder

Randall Snyder

Brian C. Mahlstedt

Brian C. Mahlstedt, Assistant Vice President

PLEASE RETURN TO: Brian C. Mahlstedt, Northeastern Bank of Pennsylvania
Wyoming Avenue & Spruce Street, Scranton, PA 18503

1100
50

Mailed to Secured Party



1986 MAY -9 AM 9:35

E. AUGUST COLLISON
CLERK

STATE OF MARYLAND

261763

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Stursa Equipment Co., Ltd.

Address 1103 Dorsey Road Glen Burnie, Maryland 21061

2. SECURED PARTY

Name General Supply and Equipment Co., Inc.

Address 530 East 25th Street Baltimore, Maryland 21061

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 Secured Party
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Boulevard
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)

1700
Stursa Equipment Co., Ltd.

[Signature]
(Signature of Debtor)

Marvin Stursa, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Assignee

General Supply and Equipment Co., Inc.

[Signature]
(Signature of Secured Party)

Michael Bruno, Treasurer

Type or Print Above Signature on Above Line

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the an-

nexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated April 28, 1986, between General Supply and Equipment Co., Inc. as Seller/Lessor/Mortgagee and Starna Equipment Co., Inc. 1109 Dorsey Road Glen Burnie, Maryland 21061 (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 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 \$ 35,630.56 28th day of April, 19 86 IN WITNESS WHEREOF, we have hereunto set our hand and seal this

General Supply and Equipment Co., 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: General Supply and Equipment Co., Inc. ("Seller") FROM: Stursa Equipment Co., Ltd. ("Buyer")
530 East 25th Street Baltimore, MD 21218 (Address of Seller) 1103 Dorsey Road Glen Burnie, MD 21061 (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) 1971 Grove Hydraulic Truck Crane, Model #TM155 with all standard equipment and accessories, S/N 18059

(1) TIME SALES PRICE \$ 38,938.56
 (2) Less DOWN PAYMENT IN CASH \$ 3,300.00
 (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
 (4) CONTRACT PRICE (Time Balance) \$ 35,638.56

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1103 Dorsey Road Glen Burnie, Maryland 21061

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty five thousand six hundred thirty eight and 56/100***** Dollars (\$ 35,638.56)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 1st day of June, 19 86, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 989.96 and the final installment being in the amount of \$ 989.96

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: April 28, 19 86

Accepted General Supply and Equipment Co., Inc. (SEAL)
(Print Name of Seller Here)

Stursa Equipment Co., Ltd. (SEAL)
(Print Name of Buyer Maker Here)

By: Richard Bruce TAPA

By: [Signature]
 Co-Buyer-Maker:

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

(Print Name of Co-Buyer Maker Here)

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

By: _____

This instrument prepared by _____

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-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.

(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) By _____ (Signature: Title of Officer, "Partner" or "Proprietor") (SEAL) Signature of Seller

STATE OF MARYLAND

201701

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 N. Greenwald, Inc.
Address 2411 Crofton Lane #22-B Crofton, Maryland 21114

2. SECURED PARTY

Name S.M. Cristhif & Son, Inc.
Address Timonium Road Timonium, Maryland 21093

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 Secured Party
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Boulevard
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)

N. Greenwald, Inc.

Norman W. Greenwald
(Signature of Debtor)

Norman W. Greenwald, V.P.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

S.M. Cristhif & Son, Inc.

Fred Freund
(Signature of Secured Party)

Fred Freund, V.P.

Type or Print Above Signature on Above Line

1700
50

1986 MAY -9 PM 12:03

E. AUGUSTY COLLISON
CLERK



ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 5, 1966

between S. M. Christhilf & Son, Inc. as Seller/Lessor/Mortgagee and N. Greenwald, Inc. 2411 Crofton Lane, #22-B, Crofton, Maryland 21114

(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 \$ 56,400.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 5th day of May, 19 66
S. M. Christhilf & Son, 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.)

CONDITIONAL SALE CONTRACT NOTE

TO: S. M. Christhilf & Son, Inc. ("Seller")
Fimonium Road, Timonium, MD 21093
(Address of Seller)

FROM: N. Greenwald, Inc. ("Buyer")
2411 Crofton Lane #22-B, Crofton, MD 21114
(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) Power Curber Model 3500
Slipform Paver S/N 350586036

- (1) TIME SALES PRICE \$ 58,600.00
- (2) Less DOWN PAYMENT IN CASH \$ 2,200.00
- (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
- (4) CONTRACT PRICE (Time Balance) \$ 56,400.00

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 2411 Crofton Lane, #22-B, Crofton, Maryland 21114

Record Owner of Real Estate: _____

*except that there shall be no payment made during the months of February and March of the years 1987, 1988, 1989 and 1990.

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 Fifty six thousand four hundred and 00/100 Dollars (\$ 56,400.00) *****

being the above indicated Contract Price (hereinafter called the "time balance") in 48 ~~XXXXXX~~ monthly installments, commencing on the 5th day of June, 19 86, and continuing on the same date each month thereafter until paid; * the first 39 installments each being in the amount of \$ 1,410.00 and the final installment being in the amount of \$ 1,410.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder, not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any 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: May 5, 19 86

BUYER(S)-MAKERS(S):

Accepted S. M. Christhilf & Son, Inc. (SEAL)
(Print Name of Seller Here)

N. Greenwald, Inc. (SEAL)
(Print Name of Buyer-Maker Here)

By: [Signature] [Signature]

By: [Signature]
Co-Buyer-Maker:

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

(Print Name of Co-Buyer-Maker Here) (SEAL)

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

By: _____

This instrument prepared by _____

1

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

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

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

GUARANTORS-ENDORSERS SIGN HERE:

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

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and 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") } Signature of Seller

Method to Assignee

201706

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) Jennings, Harold Samuel 144 P.M.E. Lothian, MD 20711	2 Secured Party(ies) and Address(es) Jacobs Ford Truck Sales, Inc. 8300 Ardwick-Ardmore Road Landover, MD 20785	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 20092 0345 RDJ 111452 MAY 2 85 5 Assignee(s) of Secured Party and Address(es) Associates Commercial Corp. P.O. Box A College Park, MD 20740
4 This financing statement covers the following types (or items) of property. (1) International 2500S S/N CG250BGB11033 with 14' J&J Aluminum Dump Body SN 13181 DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES XXXXXX CONTRACT 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

Harold Samuel Jennings

Jacobs Ford Truck Sales, Inc.

By: [Signature]
 Signature(s) of Debtors

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

603469 Rev. 12-80

Filing Officer Copy — Alphabetical

11/8

Mailed to Assignee



1986 NOV -3 PM 12:04

E. HALL STATION

201707

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)

MDB Trucking, Inc.
1733 Friar Court
Crofton, MD 21114

2 Secured Party(ies) and Address(es)

Washington Freightliner,
Inc.
4100 41st St.
Brentwood, MD 20722

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

RECORD FEE 12.00
POSTAGE .50
#0-552 0345 801 111453
MAY 9 86

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

One 1986 Freightliner Dump Truck, Serial #
1FVXYDY97GH282638

One R/S 14' Aluminum Dump Body, Serial # 86020198
DOCUMENT NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES
CONTRACT SIGNED BY DEBTOR.

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

Associates Commercial
Corporation
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: 1

Filed with: ANNE ARUNDEL COUNTY

By: MDB TRUCKING, INC

By: *Dennis J. Brown* VP
Signature(s) of Debtor(s)

By: R FREIGHTLINER, INC.
WASHINGTON ~~XXXXXXXXXXXXXXXXXX~~

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

Filing Officer Copy — Alphabetical

1320337

603469 Rev. 12-80

1986 MAY -9 PM 12:04

Mailed to Assignee



1/18/86

FINANCING STATEMENT

FORM UCC-1

Identifying File No.

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

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

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 Ralion Corporation
Address 54 Sasco Hill Road, Fairfield, Connecticut 06430

2. SECURED PARTY

Name First Maryland Leasecorp
Address 25 S. 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)

All of Debtor's right, title, and interest in and to that certain Third Party Lease Agreement No. BG01771, dated May 24, 1984, with respect to Lease Order No. BL02934 dated as of January 7, 1986, between Bell Atlantic Network Services, Inc. acting on behalf of New Jersey Bell Telephone Company, lessee, and Ralion Corporation, as assignee of Misso Services Corporation, lessor, the equipment subject thereto (as more particularly described on Attachment A hereto) and all replacements and substitutes thereof and accessions thereto and all other sums due and to become due thereunder, as well as proceeds of all of the foregoing.

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)

Ralion Corporation

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

(Signature of Secured Party)

Roger L. Weaver, Credit Exec.
Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE 50
MAY 9 1986

1986 MAY -9 PM 2:48
POSITION CLERK

ATTACHMENT A TO UCC-1

Equipment Location: Bell Atlantic Network Services, Inc.
8291 Patuxent Range Road
Jessup, Maryland 20794

<u>QUANTITY</u>	<u>DATAPPOINT PRODUCT NO.</u>	<u>DESCRIPTION</u>	<u>SERIAL NO.</u>
2	8242	Terminals	(1) (2)

Mailed to Secured Party

RECORD FEE 13.00
POSTAGE .50
ROBERT-0345 801 712149
201700

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) The Printery 360 Ritchie Highway Severna Park, MD 21146	2. Secured Party(ies) and address(es) Iannelli Leasing Company One Jocama Boulevard Old Bridge, NJ 08857	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: One (1) RL735 Copier		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:

Iannelli Leasing Company as Attorney in fact for The Printery

By: Sherry D. Schneider
Signature(s) of Debtor(s)

Iannelli Leasing Company

By: Sherry D. Schneider
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party



1986 MAY -9 PM 2:48

F. AUGUSTY COLLINGS
CLERK

One James Boulevard
Old Bridge, New Jersey 08857
(201) 991-0700
Telex (201) 991-0406



LEASE NUMBER
86030231

FULL NAME AND ADDRESS OF SELLER
MONROE SYSTEMS FOR BUSINESS INC.
8967 YELLOW BRICK RD.
BALTIMORE MD. 21237

NEITHER SELLER, NOR ANY SALESMAN OR OTHER AGENT OF SELLER, IS AN AGENT OR LESSOR. NO SALESMAN OR AGENT OF SELLER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE AND NO REPRESENTATION AS TO EQUIPMENT OR ANY OTHER MATTER BY SELLER SHALL IN ANY WAY AFFECT LESSEE'S DUTY TO PAY THE RENT AND PERFORM ITS OTHER OBLIGATIONS AS SET FORTH IN THIS LEASE.

MONTHLY RENTAL
RENTAL PAYMENT \$ **208.77**
TAXES/USE \$ **TAX EX.**
TOTAL PAYMENT \$ **208.77**

SELLER'S SALESMAN **BRIAN GUNTER**
QUANTITY **1** MODEL NO. **MS 6000** EQUIPMENT DESCRIPTION **Photocopier STAND** SERIAL NO. **KL 1035SF**
10 Bina Senter/Fisher

INITIAL LEASE TERM **36** MONTHS

ADVANCE RENTAL PAYMENT INCLUDING SALES USE TAX \$ **626.31**
TO BE APPLIED TO FIRST AND LAST **2** PAYMENTS

EQUIPMENT LOCATION, IF OTHER THAN BILLING ADDRESS OF LESSEE
STREET ADDRESS CITY COUNTY STATE

CHECK FOR ADVANCE RENTAL PAYMENT MUST ACCOMPANY LEASE

TERMS AND CONDITIONS

1. LEASE, TERM AND RENT. Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease and rent from Lessor the Equipment described above and on any attached schedule (hereinafter, with all replacements, additions and accessories, referred to as the "Equipment"), on the terms and conditions set forth herein and on any schedule hereof. The Lease term shall commence as of the date that any of the Equipment is delivered to Lessee or Lessee's Agent ("The Commencement Date") and shall continue until the obligations of Lessee under the Lease shall have been fully performed. Advance rentals shall not be refundable if the Lease term for any reason does not commence or if this Lease is duly terminated by Lessor. The installments of rent shall be payable monthly in advance as indicated above, the first such payment being due on the Commencement Date, or such later date as Lessor designates in writing, and subsequent payments due on the same day of each successive month thereafter until the balance of the rent and any additional rent or expenses chargeable to Lessee under this Lease shall have been paid in full. All payments shall be made to Lessor at the address set forth herein or as Lessor may in writing direct.

2. ORDERING EQUIPMENT; LESSOR'S RIGHT TO TERMINATE BEFORE ACCEPTANCE. Lessee requests Lessor to purchase the Equipment from a seller ("the Seller") and arrange for delivery to Lessee at Lessee's expense. Lessor shall have no responsibility for delay or failure of Seller to deliver the Equipment. If within 45 days from the date Lessor orders the Equipment, same has not been delivered, installed and accepted by Lessee (in form satisfactory to Lessor), Lessor may thereafter, at any time on 10 days' written notice to Lessee terminate this Lease and its obligations to Lessee.

3. NO WARRANTIES BY LESSOR. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT LEASED HEREUNDER PRIOR TO HAVING REQUESTED THE LESSOR TO PURCHASE THE SAME FOR LEASING TO LESSEE; AND LESSEE AGREES THAT LESSOR HAS MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE SUITABILITY OF SUCH EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, CAPACITY AND/OR ITS QUALITY, AND AS BETWEEN LESSEE AND LESSOR AND LESSOR'S ASSIGNEES, LESSEE LEASES THE EQUIPMENT, AS IS. LESSOR AND LESSOR'S ASSIGNEE SHALL NOT BE LIABLE TO LESSEE FOR ANY LOSS, DAMAGE OR EXPENSE OF ANY KIND OR NATURE CAUSED

DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR ANY ADJUSTMENT THERETO, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER. NO REPRESENTATION OR WARRANTY AS TO THE EQUIPMENT OR ANY OTHER MATTER BY SELLER TO THE LESSEE SHALL BE BINDING ON LESSOR NOR SHALL ANY BREACH BY SELLER RELIEVE LESSEE OF, OR IN ANY WAY REDUCE ANY OF THE LESSEE'S OBLIGATIONS TO THE LESSOR AS SET FORTH HEREIN, REGARDLESS OF CAUSE, LESSEE WILL NOT ASSERT ANY CLAIM WHATSOEVER AGAINST LESSOR FOR LOSS OF ANTICIPATORY PROFITS OR ANY OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, NOR SHALL LESSOR BE RESPONSIBLE FOR ANY DAMAGES OR COSTS WHICH MAY BE ASSESSED AGAINST LESSEE IN ANY ACTION FOR INFRINGEMENT OF ANY UNITED STATES LETTERS PATENT. LESSOR MAKES NO WARRANTY, AS TO THE TREATMENT OF THIS LEASE, FOR TAX OR ACCOUNTING PURPOSES. If the Equipment is not properly installed, does not operate as represented or warranted by Seller or manufacturer is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against the Seller or manufacturer and shall nevertheless pay Lessor all rent payable under this Lease. Lessor hereby assigns to Lessee, solely for the purpose of making and prosecuting any such claim, any rights it may have against Seller or manufacturer for breach of warranty or representation respecting the Equipment.

(Continued on Reverse Side)

ACCEPTED BY: **IANNELLI LEASING COMPANY LESSOR**
BY: **Jeremy B. Carr** **1/27/86**
TITLE DATE ACCEPTED

The Printery
LESSEE (FULL LEGAL NAME)
360 RITWICK HWY.
BILLING ADDRESS
SEVERNA PARK (A.A.) MD.
CITY COUNTY STATE ZIP
PHONE NO. (301) **544-6616** DATED **17 JAN 86**
THIS LEASE IS NOT CANCELABLE
BY **Kathleen Carr** **1-20-86**
AUTHORIZED SIGNATURE TITLE
PRINT NAME **KATHLEEN CARR**

PERSONAL GUARANTY

In consideration of Lessor entering into above lease agreement (the "Lease"), the Undersigned unconditionally guarantees to Lessor the prompt payment in full, when due, of all of Lessee's obligations under the Lease including without limitation, every rental installment under the lease or the accelerated balance of rentals if demanded by Lessor. Lessor shall not be required to proceed against Lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The Undersigned agrees to pay all attorney's fees and other expenses incurred by Lessor by reason of any default by the Lessee. The Undersigned gives notice of acceptance hereof and all other notices or demands of any kind to which it may be entitled and consents to the granting of extensions of time of payment to Lessee and other obligors and guarantors. This is a continuing Guaranty and shall not be discharged or affected by death of the Undersigned, shall bind the heirs, administrators and representatives, of guaranty and may be enforced by or for the benefit of any assignee or successor of the Lessor to the same extent the Lessor may, itself enforce it. The Undersigned consents to the jurisdiction of any Federal or State Court located in the State of New Jersey, Middlesex County with respect to any action arising under this guaranty.

Jeremy B. Carr **1-22-86**
PERSONAL GUARANTOR SIGNATURE DATE
JEREMY B. CARR

Kathleen Carr **1-20-86**
PERSONAL GUARANTOR SIGNATURE DO NOT INCLUDE CORPORATE TITLE DATE
KATHLEEN CARR

LEASE-ORIGINAL

TERMS & CONDITIONS

4. TITLE; QUIET ENJOYMENT. Lessor shall at all times retain title to the Equipment, subject to its right to assign its interest as hereafter provided. All documents of title and evidences of delivery shall be delivered to the Lessor. Lessee will not change or remove any tags, insignia, or lettering which is on the Equipment at the time of delivery thereof or which is thereafter placed thereon indicating Lessor's ownership thereof, and at any time during the Lease term, upon request of Lessor, will affix to the Equipment, in a prominent place, labels, plates, or other markings supplied by Lessor stating that the Equipment is owned by Lessor. Lessor is hereby authorized by Lessee, at Lessee's expense, to cause this Lease or any financing statements or other documents in respect of this Lease showing the interest of Lessor in the Equipment to be filed or recorded and refiled and re-recorded and Lessee agrees to execute and deliver any statement or documents requested by Lessor for such purpose and pay or reimburse Lessor for any searches, filings, recording or stamp fees or taxes arising therefrom. Lessee shall at its expense protect and defend Lessor's title against all persons claiming against or through Lessee, at all times keeping the Equipment free from any legal process or encumbrance whatsoever, including but not limited to liens, attachments, levies and executions, and shall give Lessor immediate written notice thereof and shall indemnify Lessor from any loss caused thereby. Lessee shall not so affix the Equipment to realty so as to change its nature to real property and agrees that the Equipment shall remain personal property at all times regardless of how attached or installed. Provided Lessee is not in default hereunder Lessee shall quietly use and enjoy the Equipment subject to the terms hereof.

5. NET LEASE; TAXES. Lessee shall pay all taxes, license and registration fees, and absolutely net to Lessor, and Lessee shall pay all taxes, license and registration fees, and similar charges imposed on the ownership, possession, or use of the Equipment during the term of this Lease and shall pay all taxes imposed on Lessor or Lessee with respect to the rental payments and Equipment, except Lessor's Federal or State net income taxes. Unless otherwise agreed to in writing Lessor shall file personal property tax returns with respect to the Equipment.

6. CARE, USE AND LOCATION. Lessee, at its own cost and expense, shall maintain and keep the Equipment in good repair, condition and working order, shall use the Equipment lawfully and shall not alter the Equipment without Lessor's prior written consent. If the manufacturer of the Equipment has provided Lessee with a standard maintenance schedule, such schedule will constitute minimum maintenance compliance and Lessee, upon request, will supply Lessor with evidence thereof. The Equipment shall not be removed from the Equipment location shown, without Lessor's written consent. Lessor shall have the right to inspect the Equipment at any reasonable time.

7. INDEMNIFICATION. Lessee hereby indemnifies and agrees to hold Lessor, its agents, employees, officers, directors, successors, and assigns, harmless from and against any and all liabilities, obligations, losses, damages, injuries, claims, penalties, actions, costs and expenses, of whatsoever kind and nature, including reasonable attorneys' fees, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, ownership, selection, delivery, leasing, or return of any item of Equipment, regardless of where, how and by whom operated, or any failure on the part of Lessee to perform or comply with any conditions of this Lease. The indemnities provided for herein shall continue in full force and effect notwithstanding the expiration or other termination of this lease.

8. OTHER COVENANTS AND WARRANTIES OF LESSEE. Lessee agrees that its obligations under this Lease are absolute and shall continue in full force and effect regardless of any disability or Lessee to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or any delay in delivery, failure of the Equipment to properly operate, operation of Law, or any other cause. Lessee agrees to procure for Lessor such estoppel certificates, landlord's and mortgagee's waivers or other similar documents as Lessor may reasonably request.

9. PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS. In the event Lessee fails to comply with any provision of this Lease, Lessor shall have the right, but shall not be obligated, to effect such compliance on behalf of Lessee upon ten (10) days prior written notice to Lessee. In such event, all monies expended by, and all expenses of Lessor in effecting such compliance shall be deemed to be additional rent, and shall be paid by Lessee to Lessor at the time of the next payment of rent.

10. RISK OF LOSS. Lessee hereby assumes the entire risk of loss, damage or destruction to the Equipment from any cause or occurrence whatsoever. In event of loss, damage or destruction of any item of Equipment, Lessee at its expense (except to the extent of any proceeds of insurance provided by Lessee which shall have been received by Lessor as a result of such loss, damage, or destruction) and at Lessor's option, shall either (a) repair such item, returning it to its previous condition, unless irreparable, or (b) replace such item with a like item acceptable to Lessor and in good condition and of equivalent value, which shall become the property of Lessor and included within the term "Equipment", or (c) pay Lessor the present value of the remaining unpaid rentals for the term of the lease plus the value of Lessor's anticipated residual recovery of the Equipment discounted at six per cent per annum to the date of loss, plus interest at eighteen per cent per annum from the date of loss to the date of payment but in no event more than the maximum rate permitted by law. Upon payment or replacement as provided for in clauses (b) or (c) hereof, this Lease shall terminate with respect to the items of Equipment so paid for or replaced and Lessee shall take title to same on an as-is where-is basis.

11. INSURANCE. Lessee shall keep the Equipment insured against all risks of loss or damage from every cause whatsoever for not less than the replacement value of the Equipment, provided that the amount of such insurance shall be sufficient so that neither Lessor nor Lessee shall be considered a co-insurer. Lessee shall also carry public liability insurance covering both personal injury and property damage caused by the Equipment and shall name Lessor and its assignees as loss payee or additional insured as the case may be. All such insurance shall be in form and with companies satisfactory to Lessor. All insurance for loss or damages shall provide that losses, if any, shall be payable to Lessor and Lessee shall furnish Lessor such insurance policy(ies) or duplicates thereof, or other evidence satisfactory to Lessor of the insurance coverage hereunder. Each insurer shall agree, by endorsement upon the policy or other policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks, or drafts received in payment for loss or damage under any such insurance policy.

12. DEFAULT. If any one of the following events (each of which is herein called an "event of default") shall occur: (a) Lessee shall default in the payment or any rental or in making any other payment hereunder when due; or (b) Lessee shall default in the payment when due of any indebtedness of Lessee to Lessor arising independently of the Lease and such default shall continue for 5 days; or (c) Lessee shall breach any warranty hereunder, or shall default in the performance of any other provision hereunder and

such default shall continue for 5 days after written notice thereof to Lessee by Lessor, or (d) Lessee becomes insolvent or makes an assignment for the benefit of creditors, or (a) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or substantial appointments of a receiver, trustee, conservator of liquidator of lessee or of all or substantial part of its assets, or such receiver, trustee, conservator, or liquidator is appointed without the application or consent of Lessee, or (f) a petition is filed by or against Lessee under the Bankruptcy Code or any amendment thereto (including without limitation a petition for reorganization, arrangement or extension) or under any other insolvency law or laws providing for the relief of debtors, then, if and to the extent permitted by applicable law, Lessor shall have the right to exercise any one or more of the remedies hereinafter provided.

13. REMEDIES. If an event of default shall occur, Lessor may, at its option, at any time (a) declare the entire amount of unpaid rentals for the balance of the term of this Lease forthwith the present value of the remaining unpaid rentals for the full term of the lease plus the value of lessor's anticipated residual recovery discounted to the date of default at six per cent per annum plus interest thereon at eighteen per cent per annum from the date of default to the date of payment, but in no event more than the maximum rate permitted by law, and (b) without demand or legal process, enter into the premises where the Equipment may be found and take possession of and remove the Equipment, without liability for suit, action or other proceeding, and all rights of Lessee in the Equipment so removed shall terminate absolutely to the extent permitted by law. Lessee hereby waives notice of, or hearing with respect to, such re-taking. Lessor may, at its option, use, ship, store, repair or lease all Equipment so removed and sell or otherwise dispose of any such Equipment at a private or public sale. In the event Lessor takes possession of the Equipment, Lessor shall give Lessee credit for any sums received by Lessor from the sale or rental of the Equipment after deduction of the expenses of sale or rental. Lessee shall also be liable for and shall pay to Lessor (a) all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies, including all expenses of repossessing, storing, shipping, repairing and selling the equipment, and (b) Lessor's reasonable attorney's fees. Lessor and Lessee acknowledge the difficulty in establishing a value for the unexpired Lease term and owing to such difficulty agree that the provisions of this paragraph represent an agreed measure of damages and are not to be deemed a forfeiture or penalty.

Wherever any payment is not made by Lessee when due hereunder, Lessee agrees to pay the Lessor (as an administrative charge, occasioned by such delay) not later than one month thereafter, an amount calculated at the rate of five cents per one dollar of each such delayed payment, but only to the extent allowed by law. Such amount shall be payable in addition to all amounts payable by Lessee as a result of exercise of any one or more of the remedies hereinafter provided.

All remedies of Lessor hereunder are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. The exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of the Lessor to exercise and no delay in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. Waiver of default shall not be a security waiver or other or subsequent default. In the event this Lease is determined to be a security agreement Lessor's recovery shall in no event exceed the maximum permitted by law.

14. ASSIGNMENT BY LESSEE. Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, (a) assign, transfer, pledge, hypothecate, or otherwise dispose of this Lease or any interest therein or (b) sublet or lend the Equipment or permit same to be used by anyone other than Lessee or Lessee's employees.

15. ASSIGNMENT BY LESSOR, WAIVER OF DEFENSES, LESSEE ACKNOWLEDGE Lessor's RIGHT TO ASSIGN THIS LEASE, THE RENTALS DUE HEREUNDER AND LESSEE AGREE TO ASSIGN OR CREATE A SECURITY INTEREST IN THE EQUIPMENT AND LESSEE AGREES THAT NO ASSIGNEE OF LESSOR SHALL BE BOUND TO PERFORM ANY DUTY, COVENANT OR CONDITION OR WARRANTY (EXPRESS OR IMPLIED) ATTRIBUTABLE TO LESSOR AND LESSEE FURTHER AGREES NOT TO ASSERT ANY CLAIM OR DEFENSE ARISING OUT OF THIS LEASE OR OTHERWISE WHICH IT MAY HAVE AGAINST LESSOR AS A DEFENSE, COUNTERCLAIM OR OFFSET TO ANY ACTION BY ANY ASSIGNEE HEREUNDER.

16. REDELIVERY. Upon the expiration or earlier termination of this Lease, Lessee shall return the Equipment, freight prepaid, to Lessor in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof only excepted, in a manner and to a location reasonably designated by Lessor. If upon such expiration or termination the Lessee does not immediately return the Equipment to the Lessor, the Equipment shall continue to be held and leased hereunder, and this Lease shall thereupon be extended indefinitely as to term at the same rental, subject to the right of either the Lessee or the Lessor to terminate the lease upon thirty (30) days' written notice, whereupon the Lessee shall forthwith deliver the Equipment to the Lessor as set forth in this Paragraph.

17. AMENDMENTS. This Lease contains the entire agreement between the parties with respect to the Equipment, and may not be altered, modified, or terminated, except by a writing signed by the party against whom such alteration, modification or termination is sought. No representation, modification, modification, modification or agreement by whomsoever made, whether express or implied, affecting, modifying, or varying any term or condition of this Lease shall be binding upon the Lessor.

18. GOVERNING LAW; JURISDICTION AND VENUE. This Lease shall be binding when accepted by Lessor in the State of New Jersey and except for local recording acts, shall be governed by the laws of the State of New Jersey. Lessee agrees that the negotiation and acceptance of this lease have taken place in the State of New Jersey and that by entering into this Lease, Lessee hereby consents to the jurisdiction of any Federal or State Courts located in the State of New Jersey for all actions arising out of this Lease and designates the County of Middlesex as the proper venue for any such action. To the extent permitted by law, Lessee waives trial by jury in any action between the parties. Nothing contained herein is intended to preclude Lessor from commencing any action hereunder in any court having jurisdiction thereof.

19. GENERAL. Any provision of this Lease which is deemed unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. This Lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto. Time is of the essence of this Lease. Service of all notices under this lease shall be sufficient if given personally or mailed to the party involved at its respective address set forth herein, or at such other address as said party may provide in writing from time to time. Any such notice mailed to said address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid. If more than one Lessee is named in this Lease, the liability of each shall be joint and several.

Mailed to Secured Party

STATE OF MARYLAND

201770

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-
due 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 Mathews, Louis M. T/A L. M. Mathews & Sons

Address 664 Rhone Court Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 4100 41st Street Brentwood, Maryland 20722

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 Secured Party
Credit Allinace Corporation
P.O. Box 1680
500 DiGiulian Boulevard
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)

Louis M. Mathews T/A L. M. Mathews & Sons

Louis M. Mathews
(Signature of Debtor)

Louis M. Mathews
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

William Fenwick
(Signature of Secured Party)

William Fenwick, President

Type or Print Above Signature on Above Line

1800
1500



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 May 2, 1986

between Washington Freightliner, Inc., as Seller/Lessor/Mortgagee and Louis H. Matheson T/A L. H. Matheson & Sons 661 Home Court Glen Burnie, MD 21061 (Name) (Address)

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

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business. It contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 108,102.90 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 2nd day of May, 19 86

Washington Freightliner, 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: Washington Freightliner, Inc. FROM: Louis M. Mathews T/A L. M. Mathews & Sons
4100 41st Street Brentwood, MD 20722 664 Rhone Court Glen Burnie, MD 21061

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

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

One (1) 1986 Freightliner FLC12064, S/N 2FVNYDY9XGV287285, with 14' Summit Aluminum Dump Body S/N 215866088

See Schedule "A" attached hereto and made a part hereof for Payment Schedule.

(1) TIME SALES PRICE \$ 116,852.90
(2) Less DOWN PAYMENT IN CASH \$ 8,750.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 108,102.90

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 664 Rhone Court Glen Burnie, Maryland 21061

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred eight thousand one hundred two and 90/100***** Dollars (\$ 108,102.90)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 19th day of June, 19 86, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ * and the final installment being in the amount of \$ *

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKER(S):

Date: May 2, 19 86

Accepted Washington Freightliner, Inc. (SEAL) (Print Name of Seller Here)

Louis M. Mathews T/A L. M. Mathews & Sons (SEAL) (Print Name of Buyer-Maker Here)

By: [Signature]

By: [Signature] Co-Buyer-Maker:

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

(Print Name of Co-Buyer-Maker Here) (SEAL)

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

By:

This instrument prepared by

1

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

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

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

Date 19 (Corporate, Partnership or)
(Witness) By

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

201771

DATE: April 19, 1986

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s):

Timothy J. Sines, and
Beverly E. Sines

ADDRESS:

226 Cape St. John Rd.
Annapolis, Md. 21401

RECORD FEE 12.00
POSTAGE .50
H06907 0777 201 013:02
MAY 7 86

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS:

P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Computer Equipment

Compact 286 Model 1 with MG. Hard Disc, 640K RAM #102550001

Key board serial # 460706 B 0293

Printer Epson LQ 800, with cabel #06001300

DEBTOR(S):

Timothy J. Sines
Timothy J. Sines

Beverly E. Sines
Beverly E. Sines

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: Kathleen Geary
(Authorized Signature)
Kathleen L. Geary
Assistant Branch Manager
(Type Name and Title)

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

1986
1750

1986 MAY -9 PM 2:48

E. AUBREY COLLISON

Mailed to Secured Party

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 249910

RECORDED IN LIBER 468 FOLIO 521 ON 11/21/83 (DATE)

1. DEBTOR: Name Gordon S & Dorothy Brewster
Address 706 Arbutus Rd Lutherville MD 21090

2. SECURED PARTY: Name Commercial Credit Savings & Loan
Address 53 McKimby Rd Severna Park MD 21146

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

CHECK TOP OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
MAY 9 1986

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

Name Commercial Credit Savings & Loan
Address 576 Ritchie Highway Severna Park MD 21146

Mail to

M

MAY 78

Dated 5/6/86 L.A. Whitecell
(Signature of Secured Party)

L.A. WHITECELL
Type or Print Above Name on Above Line

1986 MAY -9 PM 2:49

E. ADRIAN COLLISON
CLERK

C (Anne Arnold)
11:30

105

86-0671

314

FORM 498 PAGE 51

201772

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transactions or transactions wholly or partially subject to 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 Furnival Machinery Company
Address 7135 Standard Drive Hammer MD 21076

2. SECURED PARTY

Name General Electric Credit Corporation
Address 260 Long Ridge Road Stamford CT 06904

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

3. Maturity date of obligation (if any) _____

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

ONE HONEYWELL HKS-20 ELECTRONIC TELEPHONE SYSTEM

RECORD FEE 11.00
POSTAGE .50
MAY 16 11:17 AM '86
MAY 9 1986

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)

RECORDATION TAX PAID TO THE STATE

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

Ronald Ludechak
(Signature of Debtor)

Ronald Ludechak
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jackie Hanley
(Signature of Secured Party)

JACKIE HANLEY
Type or Print Above Signature on Above Line

Mailed to Secured Party



1986 MAY -9 PM 2:49
MAY 15 1986

261773

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 April 11, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sivewright, Richard, J. and Sivewright, Carol, L.
Address Route 1, Box 247H, River Run

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

spoiler, wash down system, depth finder, speed log, VHF radio, power windlass, AM/FM stereo cassette player, compass hour meter, engine synchronizers, spot light, trim tabs, generator, air conditioner with reserve heat, 3-105 amp battery system, converter, toilet w/TDX, sea water strainer, fresh cooling crossover fuel system

"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)

RECORD FEE 12.00
POSTAGE .50
MAY 9 1986

[Signature]
(Signature of Debtor)

Richard J. Sivewright
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Carol L. Sivewright
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

Mailed to Secured Party

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1986 MAY -9 PM 2:49

E. AUGER DILLISON
CLERK

12.00

201775

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 April 30, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hart, Gary, Lynn
Address 3735 Thomas Point Road, Annapolis, MD 21403

2. SECURED PARTY

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

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

RECORDING FEE 11.00
POSTAGE .50
MAY 7 1986

3. Maturity date of obligation (if any) _____

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

1981 Hatteras Motor Yacht 43' 1" Hull # HATAE5450481
Engine: Detroit, diesel, 410hp, twin engines
serial #'s P: 6A410904 S: 6A410566
Additional Equipment: 7.5KW generator, Furnno radar, TI Loran,
2 VHF's, 2 datamarine depth sounders, 2 datamarine knotmeters,
2 compasses, air conditioning

"NOT SUBJECT TO RECORDATION TAX"

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gary Lynn Hart
(Signature of Debtor)

Gary Lynn Hart
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

William C. Botzky - HR
(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

Mailed to Secured Party



E. ADRIAN COLLISON
CLERK

201776

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

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

\$1,100,000.00

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

FINANCING STATEMENT

RECORD FEE 22.00
POSTAGE .50
MAY 9 1986
MAY 9 86

1. Debtor: Address:
RONALD E. COUNCIL and c/o Council, Baradel,
LINDA M. COUNCIL Kosmerl & Nolan, P.A.
222 Severn Avenue
Annapolis, Maryland 21403
2. Secured Party: Address:
MAXIMUM SAVINGS BANK, F.S.B. 5530 Wisconsin Avenue
Suite 1250
Chevy Chase, Maryland 20815
3. Trustee:
J. MARTIN KLINE, JR. and 5530 Wisconsin Avenue
RONALD P. GUDBRANDSEN 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

1986 MAY -9 PM 3:26

E. ADRIAN COLLISON
CLERK

(b) All of the right, title, interest, claim or demand of the Debtor either at law or in equity in and to all construction contracts, architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

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

(d) All contracts for the sale of the premises hereinafter described; and

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

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

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.
6. Proceeds of collateral are covered by this Financing Statement.
7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner, as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and as more particularly described in the Deed of Trust hereinabove referenced.
8. Maturity Date of the obligation, if any: provided in the Note.

Debtor:



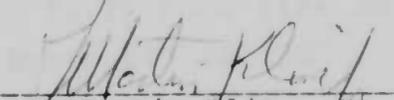
 Ronald E. Council



 Linda M. Council

Secured Party:

MAXIMUM SAVINGS BANK, F.S.B.

By: 

 J. Martin Kline, Jr.,
 Vice President

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to: Council, Baradel, Kosmerl, & Nolan, P.A., 222 Severn Avenue, P.O. Box 3323, Annapolis, MD 21403

PROPERTY DESCRIPTIONPARCEL 1:

BEGINNING for the same at a point at the southwest end of Lee Street, a 30 foot right of way, said point being at the beginning of the South 55° 17' 50" East, 18.93 foot line of the conveyance from Lee Apartments, Inc., to Real Equity Associates by deed dated May 31, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2492, page 593; and running from said beginning point, crossing the southerly end of Lee Street, with the above mentioned 18.93 foot line and with the South 62° 42' 30" East, 66.75 foot line of the conveyance from Beverly R. Zaino and Albert Zaino, her husband, to Real Equity Associates by deed dated July 31, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2611, page 145, and with the South 62° 42' 30" East, 92.08 foot line of the conveyance from Gilston A. Larkins and Lucille V. Larkins, his wife, to Real Equity Associates by deed dated May 21, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2589, page 546, and with the southerly side of a 10 foot right of way running easterly from the easterly side of the southend of Lee Street, as now surveyed, South 62° 42' 30" East, 177.76 feet;

THENCE leaving the above mentioned 10 foot right of way and with the South 27° 35' 10" West, 85.0 foot line of the above mentioned conveyance (2589/546), and with the South 27° 35' 10" West, 85.0 foot line of Parcel One of the conveyance from Sophie Kramer, widow, to Real Equity Associates by deed dated July 31, 1973 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2626, page 409, and with the South 27° 35' 10" West, 46.19 foot line of Parcel Two of said conveyance (2626/409) South 27° 34' 07" West, 216.16 feet;

THENCE continuing with the outlines of Parcel Two of the above mentioned conveyance (2626/409), North 76° 55' 30" West, 56.24 feet;

THENCE continuing with the outlines of Parcel Two of the above mentioned conveyance (2626/409), leaving said Parcel Two and running with the North 64° 42' 30" West, 66.79 foot line of the above mentioned conveyance (2611/145), North 64° 42' 30" West, 103.33 feet;

THENCE leaving the outlines of (2611/145) and with the outlines of the above conveyance (2492/593), as now surveyed, North 64° 42' 30" West 9.67 feet, North 73° 22' 12" West, 55.87 feet and North 27° 15' 10" East, 8.42 feet;

THENCE leaving 2492/593 and running with the North 56° 47' 40" West, 97.44 foot line of the conveyance from Martin L. Burke to Real Equity Associates by Deed dated May 15, 1972 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2488, page 622;

THENCE with said line as now surveyed, North 66° 03' 03" West, 96.93 feet to the beginning point of said conveyance;

THENCE continuing with the outlines of said conveyance, as now surveyed, North 26° 46' 42" East, 309.91 feet;

THENCE South 63° 50' 13" East, 97.51 feet to the beginning of the North 34° 42' 10" East, 134.82 foot line of the above mentioned conveyance (2492/593);

THENCE with the outlines of said conveyance, as now surveyed, North 26° 57' 47" East, 134.72 feet and South 63° 07' 13" East, 51.66 feet to the westerly side of the aforementioned Lee Street;

THENCE with the westerly side of same, South 28° 10' 47" West, 205.45 feet to the place of beginning;

CONTAINING 2.108 acres of land, more or less;

The above described property being subject to a 10 foot utility right of way for the City of Annapolis, for a sanitary sewer main, and being more particularly described as follows.

BEGINNING for the centerline of said 10 foot easement at a point in and South 62° 42' 30" East, 19.35 feet from the beginning of the first line of the herein described, and running from said beginning point so fixed and passing through the above described Parcel, South 27° 26' 50" West, 119.22 feet and South 06° 08' 50" West, 121.00 feet to intersect the North 64° 42' 30" West 103.33 foot line of the herein described at a point located North 64° 42' 30" West, 60.4 feet from the beginning of said line;

TOGETHER with the use in common of the herein above mentioned 10 foot right of way running easterly from the southeasterly end of Lee Street being more particularly described as follows:

BEGINNING for said 10 foot right of way at a point in, and South 62° 42' 30" East, 30.00 feet from the beginning of the South 62° 42' 30" East, 177.76 foot line of the herein described property; said point being at the southeasterly end of Lee Street, a thirty foot right of way;

THENCE leaving the outlines of the herein described property and with the easterly side of Lee Street, North 28° 10' 47" East, 10.0 feet to the northerly side of said right of way;

THENCE with the northerly side of said right of way, South 62° 42' 30" East, 147.65 feet;

THENCE with the easterly end of said right of way South 27° 34' 07" West, 10.0 feet;

THENCE with part of the first line of the herein described property, reversely, North 62° 42' 30" West, 147.76 feet;

The herein described property being all of the above mentioned conveyance from Lee Apartments, Inc. to Real Equity Associates (2492/593) and all of the above mentioned conveyance from Martin L. Burke to Real Equity Associates (2488/622), and all of the above mentioned conveyance from Zaino to Real Equity Associates (2611/145), and all of the above mentioned conveyance, both Parcels One and Two of the above mentioned conveyance from Sophie Kramer, widow, to Real Equity Associates (2626/409), and all of the above mentioned conveyance from Larkins to Real Equity Associates (2589/546).

PARCEL 2:

BEGINNING for the same at a pipe set at the end of the North 56° 47' 40" West, 97.44 foot line as described in the conveyance from Martin L. Burke to Real Equity Associates by deed dated May 15, 1972 and recorded in Liber 2488, page 622 and running with said line, reversely, as now surveyed, South 66° 03' 03" East, 96.93 feet to a P.K. nail at the beginning of said line;

THENCE with the South 34° 42' 10" West, 305.77 foot line of the above conveyance, if extended in a southwesterly direction, and with part of the North 34° 42' 10" East, 8.36 foot line, reversely, of the conveyance from Lee Apartments Inc. to Real Equity Associates by deed dated May 31, 1972 and recorded among the Land Records in Liber 2492, page 593, South 27° 15' 10" West, 3.70 feet;

THENCE leaving the above mentioned conveyance (2492/593), and running North 66° 29' 18" West, 50.97 feet to a pipe found, North 66° 29' 18" West, 13.03 feet to a stone found and North 66° 29' 18" West, 32.94 feet to a pipe found;

THENCE with part of the east outline of Lot No. 23, as shown on the plat of the H.B. Myers subdivision (Plt Book 11, page 41), North 26° 46' 42" East, 4.44 feet to the beginning point;

CONTAINING 0.009 Acres, more or less;

BEING a parcel of land lying southwesterly of the North 56° 47' 40" West, 97.44 foot line as described in the above mentioned conveyance from Martin L. Burke to Real Equity Associates (2488/622).

PARCELS 1 AND 2 BEING the same property which by Deed dated January 7, 1983, and recorded among the Land Records of Anne Arundel County in Liber 3548, folio 527, was conveyed by Real Equity Associates, a Maryland Limited Partnership, by Eliot Siskind, Alan J. Hyatt, and Neil S. Kurlander, liquidating trustees of the corporate general partner, Real Estate Investors Corporation of Maryland, unto Ronald E. Council.

Mail to Council, Box 11, P. A.

201777

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing 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): Annapolis Main Street Restaurant, Inc. Address(es): 186 Main Street Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department: Church Circle
 Attention: V. Johnson Post Office Box 987, Mailstop 500-501
Baltimore, Maryland 21203 P.O. Box 871
 (Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.) Annapolis, MD 21114

7. This Financing Statement covers the following types (or items) of 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 (1) in the space below bearing the heading "Description of Collateral," and/or (2) 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 (1) in the space below bearing the heading "Description of Collateral," and/or (2) 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 (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A):

RECORD FEE 11.00
 POSTAGE 50
 823272 0237 002 115130
 MAY 9 1986

Debtor: Annapolis Main Street Restaurant, Inc. Secured Party: Maryland National Bank

By: Joseph Jacobs (Seal)
 Type name and title, if any

By: Maryland National Bank (Seal)

Barbara A. Newell
 Type name and title Barbara A. Newell
Credit Analyst

MARYLAND NATIONAL BANK

Mailed to Secured Party

11 0 3

1986 MAY -9 PM 3:33

E. AUBREY COLLISON
CLERK

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

Subject To Recording Tax On Principal
Amount Of \$139,302.00 Which Was
Paid To The Clerk Of The Circuit
Court Of Anne Arundel County Upon
The Filing Of A Deed Of Trust.

FINANCING STATEMENT
(Maryland - U.C.C.-1)

- 1. **DEBTOR:** **PALMER DESIGNS, INC.**
1360 Ritchie Highway
Arnold, Maryland 21012
- 2. **SECURED PARTY:** **BALTIMORE FEDERAL FINANCIAL, F.S.A.**
300 East Lombard Street
Baltimore, Maryland 21202

Attention: Commercial Lending Division

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

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

CR
RECORDED
1980 MAR 12 AM 10:03
E. H. COLLISON

17.00 1/2

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

- c. All 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, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - 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 referred to 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 referred to 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. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland

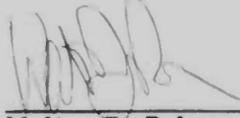
BOOK 498 PAGE 63

from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.

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

DEBTOR:

PALMER DESIGNS, INC.,
A Maryland Corporation

By:  (SEAL)
Walter D. Palmer,
President

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

Jan M. Greenspan
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (DRN) 5162

5162
P-00.83

BOOK 498 PAGE 64

EXHIBIT A

Lots numbered Twenty-five (25) and Twenty-nine (29), in the subdivision known as "Revised Plat of GREENHOLLY", as per plat thereof recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 81, at Plat 42; being in the 3rd Election District of said County.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

261797

Identifying File 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 May 8, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GLEN CROWN ENTERPRISES, INC.
Address 97 Ritchie Highway, Pasadena, MD 21122

2. SECURED PARTY

Name ALLSTATE FINANCIAL CORPORATION
Address 4660 Kenmore Avenue, Alexandria, VA 22304

Person And Address To Whom Statement Is To Be Returned 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 present and hereafter created accounts receivable, contract rights, general intangibles, certificates of deposit, Debtor's interest in any returned, repossessed or unshipped goods, together with all of Debtor's books of account, ledger cards and records; All furniture, fixtures, tools and equipment, all vehicles: All computer programs and systems owned or operated in connection therewith; All inventory; All of the above securing present and future advances.

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)

GLEN CROWN ENTERPRISES, INC.

(Signature of Debtor)

A.C. Johnny Johnson
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ALLSTATE FINANCIAL CORPORATION

(Signature of Secured Party)

Leon Fishman

Type or Print Above Signature on Above Line

1100
1130

POSTAGE
NOTES
MAY 13 PM 3:38
E. MURPHY COLLISMAN
CLEAN

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

Roll No. 43 Page No. 108
Identification No. 28215 Dated Sept. 22, 1965

- 1. Debtor(s) () DEANGELO, Frank and Lilliam G., His Wife
Name or Names—Print or Type
() 1830 Ridgewick Road, Glen Burnie, Maryland 21061
Address—Street No., City - County State Zip Code
- 2. Secured Party () Metropolitan Life Insurance Company c/o Wye Mortgage Corporation
Name or Names—Print or Type
() 7801 York Road Baltimore, Maryland 21204
Address—Street No., City - County State Zip Code
- 3. Maturity Date (if any) Sept 1, 1995
- 4. Check Applicable Statement:

<p>A. Continuation [] 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 [] From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>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>D. Other: Termination XX (Indicate whether amendment, termination, etc.)</p>

1986 MAY 13 AM 8:31
E. ADAMS & COLLISON
GLEN BURNIE

RECORD FEE 10.00
POSTAGE .50
MAY 13 1986

METROPOLITAN LIFE INSURANCE COMPANY
WITNESS our hands and seals this 8th Day of May 19 86

WITNESS: *Selda M. Berry*
Selda M. Berry

BY: WYE MORTGAGE CORPORATION
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 .)

Frank Deangelo
1830 Ridgewick Rd
Glen Burnie Md
21061

10.50

FINANCING STATEMENT

BOOK 498 PAGE 67 261798

- 1. Name of Debtor: TRIPEC ASSOCIATES LIMITED PARTNERSHIP
Address: 908 York Road
Towson, Maryland 21204
- 2. Name of Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION
Address: 100 South Charles Street
Baltimore, Maryland 21201
Attn: Kearny R. Dietrich,
Corporate Banking Officer

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 and Baltimore County, Maryland and more particularly described in a Deed of Trust dated May 9, 1986, from Debtor to Kearny R. Dietrich and Joseph V. Prado, Trustees, which Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County and Baltimore County, Maryland contemporaneously with the filing of this Financing Statement.

RECORD FEE 11.00
POSTAGE .50

(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.

RECORD FEE 11.00
POSTAGE .50
MAY 13 1986

(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.

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

1986 MAY 13 AM 8:58

K. WARREN COLLISON
CLERK

1 of 2



11.00
.50

12-52

5. The Debtor certifies that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

TRIPEC ASSOCIATES LIMITED PARTNERSHIP

By: Jack H. Pechter (SEAL)
Jack H. Pechter, General Partner

DATED: May 9, 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
Baltimore County Land Records
Baltimore County Financing Statement Records

86A69

BOOK 498 PAGE 69

261799

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

April 30 19 86

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. 244421 Dated September 27, 1982

in the Office of Anne Arundel County, Maryland
(County/City and State)

Recorded in Liber 45-4 folio 354
DEBTOR OF DEBTORS (name and address):

NAME John M. & Sadie H. Ambrose

ADDRESS 988 Seville Court

Arnold, MD 21012

RECORD FEE 10.00
POSTAGE .50
43341 0207 802 109:02
MAY 13 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)



1986 MAY 13 AM 9:31
E. MURPHY COLLISON
CLERK

FREE STATE TITLE & ESCROW, INC.
2807 W. BELT ROAD
ANNAPOLIS, MD 21401
201-261-3333, 201-261-3366

10850

261800

FINANCING STATEMENT

~~Not~~ subject to recordation tax
Taxable debt: \$28,000.00

1. Name of Debtor(s): Southward Corporation
Address: t/a Annapolis 4A Rentals
1919 Lincoln Drive
Annapolis, MD 21401

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

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

RECORD FEE 12.00
RECORD TAX 18.00
POSTAGE .50
NOTES 1345 101 109432
MAY 13 86



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

Case 580 Loader/Backhoe #17036393 Super E

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):
Southward Corporation.....

t/a Annapolis 4A Rentals.....

by: *Kenneth R. Wagoner-Pres*

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

By *William A. Busik*
(Authorized Signature)

William A. Busik, 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.)

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

1200
1980
1980

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 Kayak Manufacturing Corp.
Address 325 Harlem Rd., West Seneca, NY 14224

2. SECURED PARTY

Name Chase Lincoln Lease/Way, Inc.
Address One Lincoln First Square, Rochester, NY 14643

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

3. Maturity date of obligation (if any) _____

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

IBM PC/XT System consisting of:

- 1 - IBM A685D PC/XT 256K, S/N 6422438
- 1 - SEA6F20XT 20MB Seagate hard drive
- 1 - LOLRC1000 Monochrome Card
- 1 - IBM E200D Green Monitor
- 1 - AstrB719DS Ast Six Pak Pins 64K
- 1 - Set 320K Memory
- 1 - IBM K5680S DOS 3.1
- 1 - Okidata E812D 193 Printer S/N 512A0108814
- 1 - Hydrology Acqua-scan II and lab set-up
- 1 - E.T.S. Interface for Acqua Scan II

Equipment includes all peripherals, accessories and software, but not limited to all replacements, parts, repairs, additions and attachments incorporated therein or affixed thereto, now owned or hereafter acquired. Location: Kayak Manufacturing Corp., 406 N. Crain Hwy., Glen Burnie, Md. 21061

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Handwritten Signature]
(Signature of Debtor)

Kayak Manufacturing Corp.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]
(Signature of Secured Party)

Chase Lincoln Lease/Way, Inc.
Type or Print Above Signature on Above Line

004927

261807

BOOK 498 PAGE 74

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

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>Willis, Ralston, Jr. Willis, Patricia 2015 Norman Rd Glen Burnie, Md. 21061</p>	<p>2 Secured Party(ies) and address(es)</p> <p>Kayak Manufacturing Corp. 325 Harlem Rd. West Seneca, N.Y. 14224</p>	<p>3 Maturity date (if any)</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p>
<p>4 This financing statement covers the following types (or items) of property</p> <p>Kayak Award Winning swimming pool (12 X 20) above ground and all attached there to</p> <p>Amt. Fin \$7499.00</p>		<p>5 Assignee(s) of Secured Party and Address(es)</p> <p>Bank Barclays American Fin. P.O. Box 2500 Hagerstown, Maryland 21741</p>

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

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

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

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

Filed with:

By Ralston T. Willis Jr. Patricia I. Willis Signatures of Debtor(s)
 Ralston T. Willis Jr. Patricia I. Willis

By Dean Whitehead signing for Kayak Manufacturing Corp. Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical 1200 52 50 50

1986 MAY 14 AM 11:17
 E. AUBREY COLLISON
 CLERK



361808

BOOK 498 PAGE 75

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)
 BIGGINS, Rodney Thomas
 BIGGINS, Phylis Kay
 C-20 Holiday Mobile Est.
 Jessup, Md. 20794

2 Secured Party(ies) Name(s) and Address(es)
 Mobile Home Associates
 Clark Rd.
 Jessup, Md. 20794

4 For Filing Officer Date Time No. Filing Office

5 This Financing Statement covers the following types (or items) of property
 The mobile home, manufactured by Schult, year 1986, model Homestead 70, W 14, Serial #E-206224, 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. **CONDITIONAL SALES CONTRACT HAS BEEN SIGNED**

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

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
 *(Describe Real Estate in Item 8)

8 Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

Conditional Sales Contract has been signed

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 Rodney Thomas Biggins Phylis Kay Biggins Signature(s) of Debtor(s)

By Herb Martin 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

1986 MAY 14 AM 11:17

E. AUBREY COLLIGON
CLERK



FINANCING STATEMENT

WT-1

Maturity Date _____

For Filing Officer Use
File No. _____
Date & Hour
of Filing _____

DEBTOR (Last name first) SMITH, Ray D.

Address 118 Otis Dr., Severn, Anne Arundel, Maryland 21144
Street, City, County, State

SECURED PARTY BANK & TRUST CO.
~~Westminster Trust Company~~
71 E. Main Street, Westminster, Carroll County, Md.

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

- 1981 Freightliner Serial No. 1GUEYDYB5BM195979
- 1980 Fontaine 42ft flat bed trailer Serial No. 34406

2. This transaction ~~(is)~~ (is not) exempt from the recording Consideration

\$ 31,000.00

Dated: This 18th day of April, 1986

Secured Party:
Westminster Trust Company
By G. Raymond Bankert-Vice Pres.
Title

Debtor Ray D. Smith
Signature
Signature

Filing Officer - Mail this Statement after recording to -

~~Westminster Trust Company~~
~~BANK & TRUST CO.~~
71 E. Main Street
Westminster, Maryland



1986 APR 14 AM 11:17
E. AUSTIN COLLISON
CLERK

261810

BOOK 498 PAGE 77

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) KLINKER + ASSOCIATES, INC. 2355 DAVIDSONVILLE RD. GAMBRILLS, MD. 21054	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Larry L. Taylor</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.

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: \$ _____

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

KLINKER + ASSOCIATES, INC.
(Type Name)

By: Ralph E. Campbell

By: Richard L. Klinker
RICHARD L. KLINKER, PRES

RALPH E. CAMPBELL, CRO
(Type Name)

By: _____

MAY 9, 1986
(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.

1986 MAY 14 AM 11:18

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated April 28, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Edwards, Robert, M.
Address 3 Church Circle #185, Annapolis, MD 21403

2. SECURED PARTY

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

RECORD FEE 11.00
POSTAGE 50
APR 28 1986
APR 14 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)

1977 Camper & Nicholson Ketch, 39' Hull # CNL390140776 USCG O/N: 579193
Engine: Ford, 58hp, diesel, serial # 5948099
Additional Equipment: refrigerator, stove, depth finder, knot meter, wind speed and apparent wind indicator, Raytheon 260 radar, 8 sails, dinghy, 5 winches, recording log, autopilot, VHF radio and telephone, compass, bimini

"NOT SUBJECT TO RECORDATION TAX"

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert M. Edwards

(Signature of Debtor)

Robert M. Edwards

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Key Financial Services Inc.

(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

1198

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 April 17, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Francis, Stuart, N. and Francis, Debbie
Address 908 Coachway, Annapolis, Maryland 21401

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

1986 Albin Family Cruiser 27' Hull # AUL27299H586
Engine: Nissan 78hp, diesel, single, serial # 173368
Additional Equipment: camper top/screens, datamarine knotmeter, SI-TEX 3 color fishfinder, datamarine depth finder, compass, combi stereo, I Com 80, water heater, constavolt/shorepower, refrigerator, fuel filter

"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)

Stuart N. Francis

(Signature of Debtor)

Stuart N. Francis
Type or Print Above Name on Above Line

Debbie Francis

(Signature of Debtor)

Debbie Francis
Type or Print Above Signature on Above Line

Debbie Francis - FVP

(Signature of Secured Party)

Key Financial Services
Type or Print Above Signature on Above Line

1200
50



1986 MAY 14 AM 11:18

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

E. ALDRY COLLISON
CLERK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated April 18, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Petrovic, Nancy, J.
Address 3 Church Circle #185, Annapolis, MD 21403

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

1977 Camper & Nicholson Ketch, 39' Hull # CNL390140776 USCG O/N: 579193
Engine: Ford, 58hp, diesel, serial # 5948099
Additional Equipment: refrigerator, stove, depth finder, knot meter, wind speed and apparent wind indicator, Raytheon 260 radar, 8 sails, dinghy, 5 winches, recording log, autopilot, VHF radio and telephone, compass, bimini

"NOT SUBJECT TO RECORDATION TAX"

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Nancy J. Petrovic
(Signature of Debtor)
Nancy J. Petrovic

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Key Financial Services Inc.
(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line



FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1986 MAY 14 AM 11:18

E. ALBERT COLLISON
CLERK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated May 2, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ERSLEV, Paul, H. and ERSLEV, Karen, M.
Address 1463 ~~Jordan~~ ^{JORDAN} Ave., Crofton, Maryland 21114

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

1986 Bayliner 3270 32' 1"
Hull # BL2A61EKC686
Engine: 3 Hino, diesel, twin, 110hp, serial # P: 16955 S: 15922

"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)

Paul H. Erslev
(Signature of Debtor)

Paul H. Erslev

Type or Print Above Name on Above Line

Karen M. Erslev
(Signature of Debtor)

Karen M. Erslev

Type or Print Above Signature on Above Line

Miriam C. Roberts - MVP
(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

1986 MAY 14 AM 11:18

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated April 30, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. May 1 DSB 5/1/86

1. DEBTOR

Name Brossman, Douglas, S.
Address 3904 Calawasse Road, Edgewater, Maryland 21037

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

1980 Catalina 30 29' 11" USCG O/N: 622117
Engine: Universal, diesel, 11hp, serial # unknown
Additional Equipment: 3 fire extinguishers, awning, auto bilge pump
knot meter, depthsounder, VHF, wind speed indicator, 150% genoa, cruising
spinnaker, 110 v shore power w/2 12 volt batteries with automatic battery
charger

"NOT SUBJECT TO RECORDATION TAX"

CHECK THE LINES WHICH APPLY

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

Douglas S. Brossman
(Signature of Debtor)

Douglas S. Brossman
Type or Print Above Name on Above Line

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

Deane C. Betzky - AM
(Signature of Secured Party)

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

1986 MAY 14 AM 11:18
FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101
E. AUBREY COLLISON
CLERK

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

1. Debtor(s):

Hopkins & Wayson, Inc.
Name or Names—Print or Type

1358 Marlboro Rd., Anne Arundel, Md 20711
Address—Street No., City - County State Zip Code

Name or Names—Print or Type

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

2. Secured Party:

John Deere Industrial Equipment Company
Name or Names—Print or Type

400 19th Street Moline, Ill. 61265
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
One (1) New John Deere 555B Crawler ldr. S/N 727083.

RECORD FEE 12.00
MAY 14 1986

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):

Hopkins & Wayson, Inc.
By: [Signature]
(Signature of Debtor)

Hopkins & Wayson, Inc.
By: _____
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

[Stamp]

John Deere Industrial Equipment Co.
(Company, if applicable)

(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: John Deere Industrial Equipment Company
400 19th Street, Moline, Ill 61265



261817

BOOK 498 PAGE 84

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): 1691 Limited Partnership P.O. Box 3032 Crofton, Maryland 21114	(2) Secured Party(ies) (Name(s) And Address(es): State National Bank of Md. P.O. Box 300 Millersville, Maryland 21108	RECORDED FEE \$1.00 NOTARY FEE \$2.50 TOTAL \$3.50 MAY 14 1986
(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): 	

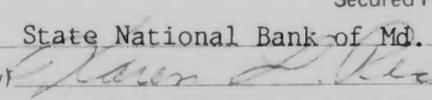
For Filing Officer

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

1 Greens King LV Mower
S/N 1533635434

NO RECORDATION TAX
CONDITIONAL SALE

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) 1691 Limited Partnership  (By) _____ Standard Form Approved by N.C. Sec. of State and other states shown above. <small>(1) Filing Officer Copy - Numerical</small>	Secured Party(ies) [or Assignees] State National Bank of Md. (By)  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

1100

1986 MAY 14 AM 11:18

E. ALAN COLLISON
CLERK



261818

BOOK 498 PAGE 55

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) Louis L. Boldt 2119 Harbor Drive Annapolis, MD 21401	2 Secured Party(ies) and address(es) VMS National Hotel Portfolio II C/O VMS Realty Partners 8700 W. Bryn Mawr Ave. Chicago, Illinois 60631 ATTN: Legal Services Dept.	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 407093 0345 001 109412
4 This financing statement covers the following types (or items) of property: Debtor's limited partnership interest in VMS National Hotel Portfolio II, an Illinois limited partnership, including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.		5 Assignee(s) of Secured Party and Address(es) MAY 14 88

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 Co 107058/800

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

Janet A. Simmons authorized signatory for VMS National Hotel Portfolio II BY Morris/Stone Associates
Morris/Stone Associates, Attorney-in-Fact for

By: Louis L. Boldt Title _____ By: David Cruz Title _____
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

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

1988 MAY 14 AM 11:18

F. AUBREY COLLISON
CLERK

CLERK

261819

BOOK 498 PAGE 86

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)) DAVID H. HILL JR. LOT 28 LIONS CREEK W ESTATES LOTHIAN MD 20711		2 Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2000 OPITZ BLVD #245 WOODBRIDGE VA 22191		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5. This Financing Statement covers the following types (or items) of property. 1978 LIBERTY 60 X 14 SERIAL # 1P9805 AND INCLUDING ALL FIXTURES, APPLIANCES, AND APPURTANANCES THEREIN AND THERETO, INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL		6. Assignee(s) of Secured Party and Address(es)		7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. *(Describe Real Estate in Item 8.)	
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			
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box). <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).			

By David H Hill Jr. Signature(s) of Debtor(s)
By Isabel Manfredi Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

3/83 (1) FILING OFFICER COPY NUMERICAL
STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

1986 MAY 14 AM 11:18
E AUSTIN COLLISON
CLERK



261820

BOOK 498 PAGE 87

XXXX (Not Subject) to Recordation Tax **FINANCING STATEMENT** Principal Amount of Debt \$ 27,846.79
This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code

BORROWER(S) Name(s) (Last Name first) and Address(es) Nielsen, Martin C. Nielsen, Jan M. 336 N. St. Asaph Street Alexandria, VA 22314	SECURED PARTY'S Name and Address MARYLAND NATIONAL BANK 326 First Street Annapolis, MD 21403
---	---

This Financing Statement covers the following types of items of property

(Describe fully, including where applicable manufacturer's or trade name, model and year, serial number, and whether new or used)
1982 C & C Yacht 27'
Hull #ZCC27930M82B

Also any accessories or equipment now or hereafter attached to any of above, replacements therefor and proceeds of any of above

BORROWER(S)

Martin C. Nielsen
Martin C. Nielsen
Jan M. Nielsen
Jan M. Nielsen

SECURED PARTY

MARYLAND NATIONAL BANK

By

Jeanne Young
(Authorized Signature)

RECORDATION FEE 12.00
POSTAGE .50
407295 6345 RD1 TOWNS
MAY 14 1986

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

(Mr. Clerk: Return to MARYLAND NATIONAL BANK at 326 First Street, Annapolis, MD 21403.)

1986 MAY 14 AM 11:18

E. J. COLLISCH
CLERK



261821

BOOK 498 PAGE 88

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)) RONALD L. EDDY MICHAEL A. EDDY LOT 229 LIONS CREEK MOBILE EST LOTHIAN MD 20711		2. Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD ; #245 WOODBIDGE, VA 22191		3. <input type="checkbox"/> The Debtor is a transmitting utility.	
5. This Financing Statement covers the following types (or items) of property 1977 WINDSOR 70 X 14 SERIAL # 7H170146573 "AND INCLUDING ALL FURNITURE FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL		6. Assignee(s) of Secured Party and Address(es)		4. For Filing Officer: Date, Time, No. -Filing Office RECORDED FEE 12.00 MAY 14 1986	
8. Describe Real Estate Here		<input type="checkbox"/> This statement is to be indexed in the Real Estate Records		7. <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. (Describe Real Estate in Item 8.)	
9. Name of a Record Owner		10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).	
By <u>Ronald L. Eddy</u> Signature(s) of Debtor(s)		By <u>Michael A. Eddy</u> Signature(s) of Debtor(s)		By <u>Isabel Manfredi</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	

3/83 (1) FILING OFFICER COPY - NUMERICAL
STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa.

1986 MAY 14 AM 11:18
E. ADNEY COLLISON
CLERK



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) Unicorn Transportation, Inc. 7513 Connelly Drive Hanover, Md. 21076	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <i>Cessy E. Taylor</i> <hr/> 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: 5 2 Way Truck Radios
Serial #'s 22214, 22123, 22398, 22185, 22275

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: \$ 5,000/00

DEBTOR:

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND

Unicorn Transportation, Inc.
(Type Name)

By: *Penny L. Jordan*
(Type Name)

By: *[Signature]*

May 6, 19 86
(Date Signed by Debtor)

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

11 00
35-00
SD



1986 MAY 14 AM 11:18
E. AUCHEY COLLISON
CLERK

261823

BOOK 498 PAGE 90

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)
Wright, Calvin A.
Wright, Vondalee V.
Box 392, Rt. #5
Pasadena, MD 21122

2 Secured Party(ies) and address(es)
Eastern Homes
8291 Washington Blvd.
Jessup, MD 20794

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

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

1985 Scott-Rockford 28x60 s/n RKHRNC1103840136AB

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.

Option: Whirlpool Dishwasher- F61569870

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

All Valley Acceptance Co.
P.O. Box 668
Uniontown, PA 15401

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:

Calvin A. Wright & Vondalee V. Wright

All Valley Acceptance Co.

By: *Calvin A. Wright*
Signature(s) of Debtor(s)

By: *Thomas P. Regan*
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

1986 MAY 14 AM 11:18

E. AUSTIN COLLISON
CLEAR



261824

BOOK 498 PAGE 91

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)
Wright, Calvin A.
Wright, Vondalee V.
Box 392, Rt. #5
Pasadena, MD 21122

2 Secured Party(ies) and address(es)
Eastern Homes
8291 Washington Blvd.
Jessup, MD 20794

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

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

1985 Scott-Rockford 28x60 s/n RKHRNC1103840136AB

Include all furniture, fixtures, appliances, and appurtenances thereon and thereto but not limit these items specified in the manufactures invoice and retail installment contract. The above legal goods are or may become fixtures on the real estate which is legally described. ONE ACRE OF LAND NEAR ARMIGER, RECORDED IN DEED BOOK 282, PAGE 373.

Option: Whirlpool Dishwasher- F61569870

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

All Valley Acceptance Co.
P.O. Box 668
Uniontown, PA 15401

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

Calvin A. Wright & Vondalee V. Wright

All Valley Acceptance Co.

By: *Calvin Wright*
Vondalee Wright
Signature(s) of Debtor(s)

Title

By: *Thomas Steyer*
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alternative

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

1986 MAY 14 AM 11:18

E. ADRIAN 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 Jet Blast, Inc.

Address 7609 Energy Parkway, Ste. 101, Baltimore, MD 21226

2. SECURED PARTY

Name Trans-American Leasing Corporation

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

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

3. Maturity date of obligation (if any) _____

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

- 3 (three) Liquid Blasters - Model #8150D - S/N 483111
- Model #8250D - S/N 48719
- Model #10150D - S/N 28525

CHECK THE LINES WHICH APPLY

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

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

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

JET BLAST, INC.

[Handwritten Signature]

(Signature of Debtor)

Kevin T. Kavanagh

Type or Print Above Signature on Above Line
Chief Financial Officer

(Signature of Debtor)

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

[Handwritten Signature]

(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with Anne Arundel County.

1986 MAY 14 AM 11:18

E. ARDREY COLLISON
CLERK



506.02

11.00
.50
MAY 14 86

761826

BOOK 498 PAGE 93

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) ORBIT VENDING, INC. 112 SO. LONGCROSS LINTHICUM, MD. 21090 HTS.	2 Secured Party(ies) and Address(es) VENDORS EXCHANGE, INC. 4020 PAYNE AVE. CLEVELAND, OHIO 44103	3 For Filing Officer (Date, Time, Number, and Filing Office) RECEIVED FEE \$1.00 POSTAGE \$0.50 MAY 14 1982
--	---	---

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

2 ROME COLD FOOD MODEL 447C, SN 21850, 10830, W/MARS CHANGER MODEL 500, SN 3100029R, 192157 - 2 CHOICE VEND CAN VENDOR MODEL 224, SN 176271, 172841
 2 VENDO GLASS FRONT SNACKMART C 28 COL., SN 55K114538, 5PK118049, W/MARS CHANGER MODEL 540, SN 88753, 99226

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

Filed with _____

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

By: Harold J. Smith Signature(s) of Debtor(s)

By: Vendors Exchange Inc Signature(s) of Secured Party(ies)

Filing Office Copy - Alphabetical
 STANDARD FORM -
 UNIFORM COMMERCIAL CODE - UCC-1

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

Revised, Am. S.B. 161, Eff. 3/15/82
 anderson publishing co. cincinnati, ohio 45201
 REPRINTED 2/84

1982 MAY 14 09:11:19



C. ANDERSON PULLISON

261827

BOOK 498 PAGE 94

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3 <input type="checkbox"/> The Debtor is a transmitting utility
1 Debtor(s) (Last Name First) and Address(es) Fillmann, Nicholas M. III Fillmann, Karn L. Knott, John Jr. 7733 Telegraph Road #25 Severn, Maryland 21144	2 Secured Party(ies) Name(s) and Address(es) Chesapeake Mobile Homes of Laurel, Inc. P.O. Box 288 Millersville, MD 21108	4 For Filing Officer: Date, Time, No. Filing Office RECORDED BY 12:30 MAY 14 1986	
5 This Financing Statement covers the following types (or items) of property New 1986 Liberty Homes, Supra G47022 Mobile Home 70 X 14, Serial # 08-L-57554		6 Assignee(s) of Secured Party and Address(es) Philadelphia Savings Fund Society 1234 Market Street, 9th Floor Philadelphia, PA 19107	
<input type="checkbox"/> Products of the Collateral are also covered		7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)	
8 Describe Real Estate Here: <i>Conditional Sales Contract has been signed</i>	<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 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 <i>Nicholas M. Fillmann</i> Signature(s) of Debtor(s)		By <i>Kathleen Douglas</i> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)	
(1) FILING OFFICER - NUMERICAL (3/83)		STANDARD FORM - FORM UCC-1 - Approved by Secretary of Commonwealth of Pennsylvania	

1986 MAY 14 AM 11:19

E. ADDEY COLLISON
CLERK



FINANCING STATEMENT FORM UCC-1

Identifying File No. #4824

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

If transaction or transactions wholly or partially subject to 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 Indian Creek School, Incorporated

Address Evergreen Road, Crownsville, Md. 21032

2. SECURED PARTY

Name National Surety Leasing, Inc.

Address 672 Greenbriar Lane, Annapolis, Md. 21401

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

3. Maturity date of obligation (if any) _____

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

- One (1) Toshiba BD-7816 Copier
Serial Number XF 520761
- One (1) Toshiba MP3 Large Capacity Cassette
Serial Number NL 412432
- One (1) Toshiba MG5 20 Bin Sorter
Serial Number BL 526664
- One (1) Toshiba Copier Cabinet

Name and address of Assignee
POSTAGE
NOTES BY MAIL TO
MAY 1 1986

CONDITIONAL SALES CONTRACT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Indian Creek School, Incorporated

X Anne C. Chambers
(Signature of Debtor)

Anne C. Chambers/Treasurer
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

1986 MAY 14 AM 11:20
C. CALDWELL & COLLISON
CLM

FINANCING STATEMENT FORM UCC-1

Identifying File No. #4823

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

If transaction or transactions wholly or partially subject to 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 Data Solutions, Inc.
Address 501 S. Madison Street, Bloomington, Indiana 47401

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any)

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

- One (1) Sharp 8200 Copier, Serial Number 5620428X
One (1) Sharp 15 Bin Sorter, Serial Number 51124105
One (1) Sharp Automatic Document Feed, Serial Number 56502680
One (1) Sharp Copier Cabinet

EQUIPMENT LOCATED AT: 2661 Riva Road
Annapolis, Md. 21401

CONDITIONAL SALES CONTRACT

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)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Data Solutions, Inc.

(Signature of Debtor)

Linda S. Verbeten/V. P.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

Vertical stamp: MAY 14 1986 11:20 AM

Vertical stamp: MAY 14 1986 11:00 AM

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 April 30, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RITENOUR, Harold, L. and RITENOUR, Gladys, M.
Address Port Annapolis Marina, 7078 Bembe Beach Rd. Annapolis, MD 21403

2. SECURED PARTY

Name Key Financial Services Inc.
Address 57 River Street
Wellesley Hills, MA 02181
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
1986 Hans Christian 33 33' Hull # XSA33105B686
Engine: Yanmar, 30hp, diesel, single, serial # 07965-32M30
Additional Equipment: teak main salon table, marble galley top, teak chart table, bronze boom gallows, wiring for 12 v fans, teak and bronze swim ladder, teak cockpit table, manual bilge pump, 2 burner propane stove with oven, ice box, sail covers for working sails, Ritchie compass

"NOT SUBJECT TO RECORDATION TAX"

CHECK THE LINES WHICH APPLY

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

Harold L. Ritenour

(Signature of Debtor)
Harold L. Ritenour

Type or Print Above Name on Above Line
Gladys M. Ritenour

(Signature of Debtor)
Gladys M. Ritenour

Type or Print Above Signature on Above Line

Joseph M. DeWitt

(Signature of Secured Party)
Key Financial Services Inc.

Type or Print Above Signature on Above Line



FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

1986 MAY 14 AM 11:20

E. AUBREY COLLISON
CLERK

CC-10536195
Debtor or Assignor Form

Anne Arundel 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

 WRRO Leasing Company II
(Name)
 341 N. Calvert Street
(Address)
 Baltimore, Md. 21201

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

 Attn: Pamela T. Bergen
(Name of Loan Officer)
 First National Bank, P.O. Box 1596
(Address)
 Baltimore, Md. 21203

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

SEE ATTACHMENT A



RECORD FEE 11.00
 POSTAGE 2.00
 NOTED 12/17/86
 MAY 14 86

THIS FILING IS NOT SUBJECT TO RECORDATION TAX AS THE COLLATERAL DESCRIBED IS INVENTORY HELD FOR LEASE.

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)

(Print or Type Name)

DEBTOR (OR ASSIGNOR)

WRRO Leasing Co. II (Seal)
 Stuart R. Zombro (Seal)
 Stuart R. Zombro, v.p. (Signature)

(Print or Type Name)



ATTACHMENT A

Page 1

That certain Equipment Lease dated August 3, 1982
 by and between WORRO Leasing Company II
 as Lessor, and Keons Ford of Annapolis, Inc.
 as Lessee, and the subject of that lease, 1-Allen Engine
 Analyzer Model # 92-190 Serial No. F2E-52989

That certain Equipment Lease dated July 15, 1983
 by and between WORRO Leasing Company II
 as Lessor, and Odenton Shell Service Center, Inc.
 as Lessee, and the subject of that lease, 1-Allen Engine Analyzer
 Model # 92-200

That certain Equipment Lease dated December 8, 1983
 by and between WORRO Leasing Company II
 as Lessor, and Thrifty Muffler Center of Annapolis, Inc.
 as Lessee, and the subject of that lease, 1-Allen Engine
 Analyzer Model # 16-190 Serial Number B3J-71138/
 D3J-73003

That certain Equipment Lease dated October 1, 1984
 by and between WORRO Leasing Company III
 as Lessor, and Severna Park Sunoco
 as Lessee, and the subject of that lease, (1) Allen Engine
 Analyzer Model # 23-370 Serial Number C9D-30805

That certain Equipment Lease dated _____
 by and between _____
 as Lessor, and _____
 as Lessee, and the subject of that lease, _____

That certain Equipment Lease dated _____
 by and between _____
 as Lessor, and _____
 as Lessee, and the subject of that lease, _____

 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) Construction Management Associates, Inc. 141 Gibraltar Street Annapolis, Anne Arundel, MD 21401		Secured Party Name and Address Koons Leasing P.O. Box 725 Falls Church, VA 22046
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc.		
One (1) New Prime Mover Model L1300 Skid Steer Loader S/N Z10504 One (1) New Beck "Mighty Mover" Trailer S/N P-2447		
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) Construction Management Associates, Inc.		Secured Party Koons Leasing, Inc.
By <u>Charles L. Gomez</u> Title <u>President</u>		By <u>Arthur E. Hish, Pres.</u>
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> Type or print name(s) of person(s) signing <u>Charles L. Gomez</u>		Type or print name of person signing <u>ARTHUR E. HISH</u>

RECORD FEE
 POSTAGE
 11.00
 .50
 10724 077 801 799-54
 MAY 14 36



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 Jackson, James, Sr. T/A James Jackson Landscaping

Address 1283 Bacon Ridge Road, Crownsville, MD 21032

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy., 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
500 DiGiulian Blvd.
Glen Burnie, MD 21061

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James Jackson, Sr.
T/A James Jackson Landscaping

James Jackson, Sr.
(Signature of Debtor)

James Jackson, Sr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.

Michael J. Funk
(Signature of Secured Party)

Use H. Funk, Corp. Sec/
Type or Print Above Signature on Above Line

RECORD FEE
POSTAGE
MAY 14 1988
1988 MAY 14 AM 11:20
F. W. COLLIERSON

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 May 6, 1986

between Baldwin Service Center, Inc. as Seller/Lessor/Mortgagee
and James Jackson, Sr.
T/A James Jackson Landscaping, 1283 Bacon Ridge Road, Crownsville, MD 21032
(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 \$ 29,821.44

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 6th day of May, 19 86

Baldwin Service Center, Inc. (SEAL)
(Seller/Lessor/Mortgagee)
By [Signature]
Corp Sec

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

BOOK 495 PAGE 104

CONDITIONAL SALE CONTRACT NOTE

James Jackson, Sr.

TO: Baldwin Service Center, Inc. (Seller)

FROM: T/A James Jackson Landscaping (Buyer)

Defense Hwy., 450 & 178, Annapolis, MD 21401 (Address of Seller)

1283 Bacon Ridge Road, Crownsville, MD 21032 (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 International Harvester Tractor Model 1654, S/N 1HTLAHGMXGHA44526 with Independence 16' flatbed dump body.

Table with 2 columns: Item description and Amount. Items include CASH SALE PRICE (\$26,274.00), DOWN PAYMENT in Cash (\$3,000.00), DOWN PAYMENT in Goods (Trade-in Allowance) (\$-0-), UNPAID BALANCE [Items (1)-(2)-(3)] (\$23,274.00), INSURANCE and other Benefits (\$-0-), OFFICIAL or DOCUMENTARY FEES (\$100.00), PRINCIPAL UNPAID BALANCE [Items (4)+(5)+(6)] (\$23,374.00), FINANCE CHARGE (Time Price Differential) (\$6,447.44), CONTRACT PRICE (Time Balance) [Items (7)+(8)] (\$29,821.44), TIME SALES PRICE [Items (2)+(3)+(9)] (\$32,821.44).

* Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1283 Bacon Ridge Road, Crownsville, 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 nine thousand eight hundred twenty one and 44/100~~ ***** Dollars (\$ 29,821.44) being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 7th day of June, 1986, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 621.28 and the final installment being in the amount of \$ 621.28 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 has 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, or collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

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: May 6, 1986

BUYER(S)-MAKER(S):

James Jackson, Sr. (SEAL)
T/A James Jackson Landscaping (SEAL)

Accepted: Baldwin Service Center, Inc. (SEAL)

By: James Jackson Sr. (SEAL)
Co-Buyer/Maker: (SEAL)

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

(Print Name of Co-Buyer/Maker Here)

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

By: (Witness)

(Signature, Title of Officer, "Partner" or "Proprietor")

(Witness)

*and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.



TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

INITIAL
HERE

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of 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 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 surplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon.

INITIAL
HERE

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.

INITIAL
HERE

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of over- 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 fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS ENDORSERS SIGN HERE:

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

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property") and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable hereunder 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 as to induce Assignee to accept this assignment and endorsement.

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

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN

CHATEL RECORDS OF ANNE ARUNDEL COUNTY

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
Joyce, Jerry A.		113 Ridgeley Avenue	Annapolis, MD	21401

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

Name of Secured Party or assignee	No.	Street	City	State
Dart Drug Stores, Inc.	3301	Pennsy Drive	Landover, MD	20785

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

Carvel Hall Travel Agency, Inc. acknowledges that it does not own any right, title, interest or claim in the following list of property:

One (1) Cash Tracking Two System including one (1) microprocessor, one (1) dot matrix printer with one (1) printer cable, Cash Tracking Two Software

One (1) TELCOA Reliant 2050 telephone system including station codes, intercom paths, central office trunks,

- a) One (1) Key Service Unit;
- b) One (1) A.C. Line Surge Protector;
- c) Three (3) C.O. Line Cards;
- d) Two (2) Station Cards;
- e) Eleven (11) Electronic multiline telephone sets; and
- f) One (1) DSS/BLF Programming Console

together with all accessories, attachments, parts, accessions and repairs, and all substitutions and replacements thereto and all proceeds thereof including but not limited to insurance proceeds.

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

RETURN TO:

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) Carvel Hall Travel Agency, Inc.	Secured Party (or Assignee) Dart Drug Stores, Inc. (Seal) (Corporate, Trade or Firm Name)
---	---

BY: Jerry A. Joyce
Jerry A. Joyce, President
(Type or print name under signature)

BY: Robert Goldstein
Signature of Secured Party or Assignee
Robert Goldstein, Senior Vice President
(Owner, Partner or Officer and Title) Operations
(Signatures must be in ink)

After recordation, return to:

Gary J. Stein, Esquire
Shulman, Rogers, Gandal, Pordy & Ecker, P.A.
8630 Fenton Street, Suite 430
Silver Spring, MD 20910



1986 APR 14 AM 11:20

1100 [Handwritten signature]



BOOK 498 PAGE 107

FINANCING STATEMENT

Check below if goods are
or are to become fixtures.

TO BE RECORDED IN

CHATEL RECORDS OF ANNE ARUNDEL COUNTY

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

Joyce, Jerry A.

113

Ridgeley Avenue Annapolis, MD 21401

For Filing Officer Use	
File No.....
Date &
Hour.....

Name of Secured Party or assignee

No.

Street

City

State

Dart Drug Stores, Inc.

3301

Pennsy Drive Landover, MD 20785

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

One (1) Cash Tracking Two System including one (1) microprocessor, one (1) dot matrix printer with one (1) printer cable, Cash Tracking Two Software

One (1) TELCOA Reliant 2050 telephone system including station codes, intercom paths, central office trunks,

- a. One (1) Key Service Unit;
- b. One (1) A.C. Line Surge Protector;
- c. Three (3) C.O. Line Cards;
- d. Two (2) Station Cards;

- e. Eleven (11) Electronic multiline telephone sets; and
- f. One (1) DSS/BLF Programming Console

together with all accessories, attachments, parts, accessions and repairs, and all substitutions and replacements thereto and all proceeds thereof including but not limited to insurance proceeds.

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

RETURN TO:

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)

Secured Party (or Assignee)

Dart Drug Stores, Inc. (Seal)

(Corporate, Trade or Firm Name)

Jerry A. Joyce

BY:

Signature of Secured Party or Assignee

Robert Goldstein, Senior Vice President

(Type or print name under signature)

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

After recordation, return to:

Gary J. Stein, Esquire
Shulman, Rogers, Gandal, Pordy & Ecker, P.A.
8630 Fenton Street, Suite 430
Silver Spring, MD 20910



MAY 14 AM 11:20

COLLISCH

1100

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Hubers' Bus Service, Inc.

Address 103 Wells Avenue, Glen Burnie, Maryland 21061

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) 1975 MCI Model MC8, s/n S11122 47 passenger coach with a 8V71N Detroit diesel engine.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hubers' Bus Service, Inc.

William Hubers, Jr.
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

1100
1130

First Maryland Leasecorp

William R. Brown
(Signature of Secured Party)

William R. Brown

Type or Print Above Signature on Above Line

1986 MAY 14 AM 11:20

E. ADREY COLLISON
CLERK

261838

BOOK 498 PAGE 109

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)
Mobile Yacht Repairs, Ltd.
1575 Fairview Beach Road
Pasadena, MD 21122

2. Secured Party(ies) and address(es)
Circle Business Credit, Inc.
110 S. Jefferson Plaza
Whippany, NJ 07981

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

RECORD FEE 11.00
NOTES: 0777 501 110409
MAY 24 86

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

One (1) Xerox HDU Computer System, S/N 5411431
One (1) Xerox Memorywriter, S/N 01C021594
One (1) Diablo Dot Matrix Printer, S/N R87-031394
and all attachments and ancillary equipment.

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

Lessee is not authorized to dispose of leased equipment.

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: 0

Filed with: Anne Arundel County Circuit Court - Not Subject To Recordation Tax.

Mobile Yacht Repairs, Ltd.

Circle Business Credit, Inc.

By: *Patricia Jackson*
Signature(s) of Debtor(s)

By: *Nancy Kessala*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1100

1986 MAY 14 AM 11:20

E. AUSTIN COLLISON
CLERK



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated May 9, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name L & R CLEARING & EXCAVATING
Address 8295 Washington Blvd. Lot #12, Jessup, MD. 20794

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

1 - Leboy L900ST Paver, SN 242R
and all attachments and accessories thereto.

1986 MAY 14 AM 11:21



RECORD FEE 11.00
POSTAGE .50
MAY 14 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)

L & R CLEARING & EXCAVATING

Harry Ramey
(Signature of Debtor) (Title)

HARRY RAMEY
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

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 25,600.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Jay R. Benford
Dona H. Benford

758 Trenton Avenue
Severna Park, Md. 21146

Secured Party

Address

Farmers National Bank

5 Church Circle
Annapolis, Md. 21401

Assignee

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

Attach separate list if necessary

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

HP Series 200/300 Computer
 HP 9000 Model 310, HP 9153A 10 Meg Winchester
 HP 2225A Thinkjet Printer, HP 7475A 11X17 (A3) 6 Pen Plotter,
 HP 46088A opt 001 Digitizer & Accessories.

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.

RECORDING FEE 12.00
 RECORDING TAX 152.00
 .50
 401413 035-901 712-13
 MAY 14 88

Debtor (or Assignor)

Secured Party (or Assignee)

Jay R. Benford

THE FARMERS NATIONAL BANK OF ANNAPOLIS

Dona H. Benford

BY

Type or print names under signatures

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

1988 MAY 14 PM 12:20

182-12-1

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 3,000.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Virginia C. Surfus	1172 Carr's Warf Road Edgewater, Maryland 21037

<u>Secured Party</u>	<u>Address</u>
Farmers National Bank	5 Church Circle Road Annapolis Maryland 21401

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):

1986 PC IBM Computer
1934879

RECORDATION FEE 31.00
 RECORDATION TAX 21.20
 STATE 1.50
 TOTAL 53.70
 MAY 14 1986

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)

Virginia C. Surfus

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

BY *B. A. ...*

Type or print names under signatures

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



1986 MAY 14 PM 12:20
FARMERS NATIONAL BANK

Handwritten scribbles and numbers

261842

BOOK 498 PAGE 113

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 15,000.00

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

Name of Debtor

Donald F. Dove

Address

1018 Magothy Avenue
Arnold, Md. 21012

Secured Party

Farmers National Bank

Address

5 Church Circle
Annapolis, Md. 21401

Assignee

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

Attach separate list if necessary

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

1980 Kabuta Model L295DT Serial # 295DT-12647
1972 John Deere Model 450B Serial # 720707TL

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)

Donald F. Dove
Donald F. Dove

Secured Party (or Assignee)

THE FARMERS NATIONAL
BANK OF ANNAPOLIS

BY

Type or print names under signatures

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



1986 MAY 14 PM 12:20

REGISTRATION FEE 11.00
RECORD TAX 105.00
POSTAGE .50
MAY 14 1986

11-105-2

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
 - Subject to Recordation Tax; Principal
- Amount is \$ 8,000

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

Name of Debtor

Address

Mid-Lantic Corp.

175 West St.
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):
Clark 4500 lb. Fork Lift

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)

MID LANTIC CORP

FARMERS NATIONAL BANK OF MARYLAND

✓

BY

Type or print names under signatures

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

Handwritten notes: 11, 56, 57 with arrows pointing to the signature area.

Vertical stamp: 1986 MAY 14 PM 12:21

Vertical stamp: RECORDATION TAX 11.00, 58.00, 1.50, MAY 14 86

261849

BOOK 498 PAGE 115

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 21,000.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Dr's Kopack, Shelton & Hoffman	121 Old Solomons Island Rd. Annapolis, MD 21401

SECURED PARTY

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

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
 1 IBM PC-AT SYSTEM UNIT 512K RAM, 30MB DISK, 1.2 MB DISKETTE; 1 IBM PC SYSTEM UNIT 256K RAM, 360K DISKETTE, 2 IBM MONOCHROME DISPLAYS; 2 IBM DISPLAY AND PRINTER ADAPTER; 1 IBM PC NETWORK TRANSLATOR UNIT; 2 IBM PC NETWORK ADAPTERS; 1 IBM PC NETWORK CABLE (50 FT); 1 STAR SR-15 PRINTER 200 CPS; 1 PRINTER CABLE; 2 POWER SURGE PROTECTORS; 2 IBM DOS 3.1; 2 IBM PC NETWORK PROGRAMS; 1 BOX OF PAPER; 20 HIGH DENSITY DISKETTES (10 @ 1.2MB); BLUE CROSS TRANSMISSION PACKAGE: HAYES SMARTMODEM 1200 BAUD AND CABLE; CROSSTALK COMMUNICATIONS SOFTWARE; PACE PHYSICIAN MANAGEMENT SYSTEM; SOFTWARE INSTALLATION (TRAINING/SUPPORT FOR 90 DAYS); HARDWARE INSTALLATION (TESTING, DELIVERY & SET-UP)
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)

DR'S KOPACK, SHELTON & HOFFMAN

Leann Hoffman

Shelton

Frank M. Kopack MD.

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

RECORDED FEE 31.00
 RECORDING FEE 34.00
 POSTAGE .50
 20417 2345 501 71217
 MAY 14 86

MAY 14 PM 12:21
 FARMERS NATIONAL BANK OF MARYLAND

11-1
 147-1
 5

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal
- Amount is \$ 130,000
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Ferguson Trenching Co., Inc.

123 Revell Hwy.
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 Seaman-Parsons Corp. Trencher T750 Ser. No. 113750969
 - 1 JCB Backhoe-Loader Ser. No. 316522
 - 1 JCB Backhoe-Loader Ser. No. 316524
 - 1 JCB Backhoe-Loader Ser. No. 318342
 - 1 John Deere 210C Landscape Loader Ser. No. T0210CC725841

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.

1986 MAY 14 PM 12:21



Debtor (or Assignor)

Secured Party (or Assignee)

FERGUSON, TRENCHING Co., Inc.

FARMERS NATIONAL BANK OF MARYLAND

Stanley A. Ferguson Pres

Stanley A. Ferguson Pres

BY *[Signature]*

Type or print names under signatures

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

Handwritten scribbles: 9, 10, 11, 12

BOOK 498 PAGE 117

261848

THE LOMAS & NETTLETON COMPANY

FINANCING STATEMENT

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

DEBTOR: SPRIGGS, Ronald L.

PROPERTY ADDRESS: 6425 South Orchard Road
Linthicum, Maryland 21090

SECURED PARTY: The Lomas & Nettleton Company, its successors and assigns, 175 Orange Street, New Haven, Connecticut 06510.

MATURITY DATE OF OBLIGATION: May 1, 2016

THIS FINANCING STATEMENT COVERS THE FOLLOWING ITEMS OF PROPERTY:

Refrig., Range/Oven, Disp., Dishwasher, Fan/Hood, Dryer,

RECORD FEE 11.00
POSTAGE .50
#23802 C237 R02 118:02
MAY 14 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 4/21/86, from RONALD L. SPRIGGS 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: Edna Mills
Edna Mills Loan Closer

DEBTORS:

Ronald L. Spriggs
Ronald L. Spriggs

CR
11/11

1986 MAY 14 PM 4:09

E. ALBERT COLLISON
CLERK

1100
SP

Q 85595-0

BOOK 498 PAGE 118

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

May 15 1984

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 849129 in Office of Richard Callison (Filing Officer) RR Co Mo (County and State)

Debtor or Debtors (name and Address): Libby Hill Park 300
Angela K Engle
6402 Briarclawn Circle
Clarksville Mo 20641

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

Mail to:

WINDWARD FINANCE CORPORATION
ATTENTION: CLERK
2000 BUNGE, MO. 21061

Form 91 MD (3-79)

1986 MAY 15 PM 3:50

RICHARD CALLISON

RECORD FEE 10.00
POSTAGE 1.50
STAMPS (345 ROT 13:57)
MAY 15 1984

MARYLAND FINANCING STATEMENT

UCC-1

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

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

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

1 DEBTOR: Wolf's Sealcoating Company
(Name or Names)
819 Barbara Court, Glen Burnie, MD 21061
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2 SECURED PARTY: Siems Rental & Sales Co., Inc.
(Name or Names)
3683 Clipper Mill Road, Baltimore, MD 21211
(Address)

3 ASSIGNEE (if any) of SECURED PARTY: Union Trust Company
(Name or Names)
P.O. Box 22497-To506, Baltimore, MD 21203
(Address)

Mail to _____

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

One (1) used Puckett Brothers Asphalt Paver, model T650, s/n PBP83J2187, together with all accessories and attachments thereto.

RECORDATION FEE 11.00
POSTAGE 30
MAY 15 1986 11:59

5 The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes
Products of Collateral are also covered: Yes

No
No

DEBTOR(S):
Wolf's Sealcoating Co.
By: *[Signature]*
(Title)

(Type or print name of person signing)

SECURED PARTY:
Siems Rental & Sales Co., Inc.
By: *[Signature]*
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Union Trust Company
P.O. Bpx 22497-To506, Baltimore, MD 21203

MAY 15 1986
1986 MAY 15 PM 3:50
CR CLERK

6008 498 PAGE 120

STATE OF MARYLAND

Anne Arundel Cty/MD

FINANCING STATEMENT FORM UCC-1

261819

Identifying File 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 Custom Cable Connection, Inc.

Address 101 Suite 12 Village of Pine Court, Baltimore, MD 21207
840 Kecoutan Rd., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Ingersoll-Rand Company

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)

(3) Ingersoll-Rand Air Compressors Model P100WD s/n 144407, s/n 144893, s/n 144894

and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the Debtor of the fore-

going described property. Notwithstanding the above, nothing herein shall be construed to authorize the Debtor to dispose of the above described collateral.

Name and address of Assignee

Ingersoll-Rand Financial Corp.
651 Park Ave.
King of Prussia, PA 19406

EQUIPMENT LOCATED AT: Headquarters Industrial Park, Millersville, MD

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Al Vee President
(Signature of Debtor)

Custom Cable Connection, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ronald Mamenik
(Signature of Secured Party)

Ingersoll-Rand Company

Type or Print Above Signature on Above Line

1900 MAY 15 PM 3:50
E. ASHLEY COLLISON

RECORD FEE 11.00
POSTAGE .50
MAY 15 1986

BOOK 498 PAGE 121

261850

FINANCING STATEMENT

TO BE RECORDED AMONG THE
FINANCING STATEMENT RECORDS OF:

NOT SUBJECT TO
RECORDATION TAX

- (a) Maryland State Department of Assessments and Taxation
- (b) Circuit Court for Anne Arundel County, Maryland

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

1. NAME AND ADDRESS
OF DEBTOR:

ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21401
Attn: County Executive

2. NAME AND ADDRESS
OF SECURED PARTY:

AMERICAN SECURITY BANK,
NATIONAL ASSOCIATION
635 Massachusetts Avenue
Washington, D.C. 20001
Attn: Corporate Trust
Department

3. This Financing Statement covers the following types (or items) of property whether now owned or hereafter acquired by the Debtor:

(i) All right, title and interest of the Debtor in the Loan Agreement (the "Loan Agreement") executed by and between the Debtor, and Capital-Gazette Communications, Inc. (the "Borrower"), together with the \$2,000,000 Promissory Note executed by the Borrower pursuant to the Loan Agreement and which is assigned without recourse to the Secured Party (the "Note"), and all amendments, modifications and renewals thereof, reserving, however, the rights expressly stated to be those of the Issuer under Sections 5.6, 6.5, 6.6, 8.2, 10.4 and 11.3 of the Loan Agreement and all enforcement remedies with respect thereto.

(ii) All right, title and interest of the Debtor in and to

(a) the principal and interest payments and other payments required to be made by the Borrower under the Loan Agreement and the Note (other than amounts which represent payments made with respect to the purchase of Bonds pursuant to Article IV hereof and any other payments to the

1300



1966 MAY 15 PM 3:51



extent they are made by drawings under the Letter of Credit (as defined in the Indenture) and any income or proceeds from the investment of any thereof, and except for payments to be made to the Secured Party for services rendered as Secured Party under the Indenture and as bond registrar and paying agent for the Bonds and except for expenses, indemnification and other payments expressly required to be made to the Debtor pursuant to Sections 5.6, 6.5, 6.6 and 10.4 of the Loan Agreement and payments of taxes and other similar charges to the Debtor); and

(b) any other revenues of the Debtor arising out of or in connection with the Debtor's financing of the Series B Project (as such term is defined in the Indenture) for the Borrower (other than those referred to in the parenthetical in clause (a) above).

(iii) All right, title and interest of the Debtor in and to all amounts on deposit from time to time in the Series B Bond Fund (as defined in the Loan Agreement) and the Series B Construction Fund (hereinafter defined in the Loan Agreement), and any investments in which such amounts may be invested and the income therefrom and proceeds thereof (other than amounts in the Series B Bond Fund drawn under the Letter of Credit (hereinafter defined in the Loan Agreement), and investments in which such amounts are invested and the income therefrom and proceeds thereof, as to which the Issuer has no right, title or interest), subject to the provisions of the Indenture by and between the Secured Party and the Debtor of even date herewith (the "Indenture") relating to the Anne Arundel County, Maryland Economic Development Revenue Bonds (West Capital Associates--Capital-Gazette Communications, Inc. Project), Series B (the "Bonds") and the Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(iv) Any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind, given, granted, sold, assigned, pledged, conveyed, mortgaged or transferred, or as to which a security interest is granted as and for additional security under the Indenture, by the Debtor or by anyone on its behalf or with its written consent, to the Secured Party, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Indenture;

(v) All products of the foregoing; and

5158G

498 121 B

(vi) All cash and non-cash proceeds of the foregoing.

Debtor:

ANNE ARUNDEL COUNTY, MARYLAND

By: 

O. James Lighthizer
County Executive

December 1, 1985

Filing Officer: Return to:

LAW OFFICES
FRANK, BERNSTEIN, CONAWAY & GOLDMAN
300 EAST LOMBARD STREET
BALTIMORE, MARYLAND 21202

Mail to _____

BOOK 498 122

261851

FINANCING STATEMENT

TO BE RECORDED AMONG THE
FINANCING STATEMENT RECORDS OF:

NOT SUBJECT TO
RECORDATION TAX

- (a) Maryland State Department of
Assessments and Taxation
(b) Circuit Court for Anne
Arundel County, Maryland

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

1. NAME AND ADDRESS OF DEBTOR: ANNE ARUNDEL COUNTY, MARYLAND
Arundel Center
Calvert and Northwest Streets
Annapolis, Maryland 21401
Attn: County Executive
2. NAME AND ADDRESS OF SECURED PARTY: AMERICAN SECURITY BANK,
NATIONAL ASSOCIATION
635 Massachusetts Avenue
Washington, D.C. 20001
Attn: Corporate Trust
Department

3. This Financing Statement covers the following types
(or items) of property whether now owned or hereafter acquired
by the Debtor:

(i) All right, title and interest of the
Debtor in the Loan Agreement (the "Loan Agreement") executed
among the Debtor, and Capital-Gazette Communications, Inc. (the
"Borrower"), together with the \$6,000,000 Promissory Note
executed by the Borrower pursuant to the Loan Agreement and
which is assigned without recourse to the Secured Party (the
"Note") itself, and all amendments, modifications and renewals
thereof, reserving, however, the rights expressly stated to be
those of the Issuer under Sections 5.6, 6.5, 6.6, 8.2, 10.4 and
11.3 of the Loan Agreement and all enforcement remedies with
respect thereto.

(ii) All right, title and interest of the
Debtor in and to

(a) the principal and interest payments and other
payments required to be made by the Borrower under the
Agreement and the Note (other than amounts which represent



1988 MAY 15 PM 3:51

1300

5169G

payments made with respect to the purchase of Bonds pursuant to Article IV hereof and any other payments to the extent they are made by drawings under the Letter of Credit (as defined in the Indenture) and any income or proceeds from the investment of any thereof, and except for payments to be made to the Secured Party for services rendered as Secured Party under the Indenture as as bond registrar and paying agent for the Bonds and except for expenses, indemnification and other payments expressly required to be made to the Debtor pursuant to Sections 5.6, 6.5, 6.6 and 10.4 of the Loan Agreement and payments of taxes and other similar charges to the Debtor; and

(b) any other revenues of the Debtor arising out of or in connection with the Debtors financing of the Series B Project (as such term is defined in the Indenture) for the Borrower (other than those referred to in the parenthetical in clause (a) above).

(iii) All right, title and interest of the Debtor in and to all amounts on deposit from time to time in the Series A Bond Fund (defined in the Loan Agreement) and the Series A Construction Fund (defined in the Loan Agreement), and any investments in which such amounts may be invested and the income therefrom and proceeds thereof (other than amounts in the Series A Bond Fund drawn under the Letter of Credit (defined in the Loan Agreement), and investments in which such amounts are invested and the income therefrom and proceeds thereof, as to which the Issuer has no right, title or interest), subject to the provisions of the Indenture by and between the Secured Party and the Debtor of even date herewith (the "Indenture") relating to the Anne Arundel County, Maryland Economic Development Revenue Bonds (West Capital Associates-Capital Gazette Communications, Inc. Project) Series A (the "Bonds") and the Series A Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

(iv) Any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind, given, granted, sold, assigned, pledged, conveyed, mortgaged or transferred, or as to which a security interest is granted as and for additional security under the Indenture, by the Debtor or by anyone on its behalf or with its written consent, to the Secured Party, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Indenture;

(v) All products of the foregoing; and

5169G

BOOK 498 PAGE 122-B

(vi) All cash and non-cash proceeds of the foregoing.

Debtor:

ANNE ARUNDEL COUNTY, MARYLAND

By:


O. James Lighthizer
County Executive

December 1, 1985

Filing Officer: Return to:

LAW OFFICES

FRANK, BERNSTEIN, CONAWAY & GOLDMAN

300 EAST LOMBARD STREET

BALTIMORE, MARYLAND 21202

Mail to _____

STATE OF MARYLAND

BOOK 498 PAGE 123

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255473

RECORDED IN LIBER 482 PAGE 221 ON Feb. 4, 1985 (DATE)

1. DEBTOR

Name M.D.J. Co.
Address 2096 General Highway, Annapolis, MD 21401

2. SECURED PARTY

Name AMCA International Finance Corporation
Address 200 Executive Drive, Brookfield, WI 53005

Mail to

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

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

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.)

The secured party certifies that it has assigned all of its rights under the above referenced financing statement to:

AMCA International Finance Corporation of Georgia
1117 Perimeter Center West, Suite N-316
Atlanta, Georgia 30338

The collateral assigned is: One (1) Koehring Lorain Model MC35H Carrier-mounted Hydraulic Crane, S/N 36218, equipped with 105' main boom, 50' jib, hook block and ball and auxillary winch.

Dated March 10, 1986

Clay Smith
(Signature of Secured Party)

AMCA International Finance Corporation
Type or Print Above Name on Above Line



1986 MAY 15 PM 3:51

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 U. S. Health, Inc.
300 E. Joppa Road, Suite 703, Towson, Maryland 21204
(Name or Names)
(Address)

LESSEE _____
(Name or Names)

(Address)

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

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

4. This financing Statement covers the following types (or items) of property:
See attached Schedule A.

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

LESSEE U. S. Health, Inc. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: R. J. Pasquale VP. By: Brian G. Connelly Manager
R. J. Pasquale (Title) Brian G. Connelly (Title)
(Type or print name of person signing) (Type or print name of person signing)

By: _____ Return to: Baltimore Federal Financial, F.S.A.
(Title) P. O. Box 116
(Type or print name of person signing) Baltimore, MD 21203
Attn: Nancy Gaynor

RECORDED
INDEXED
MAY 15 PM 3:51
BALTIMORE

SCHEDULE A

To Equipment Lease Schedule 2 between U.S. Health, Inc. as lessee and Chesapeake Industrial Leasing Co., Inc. as lessor

Equipment located at: 300 E. Joppa Rd., Towson, MD 21204
 1-BH1564COM Hiback executive chair/402 Mirella, 2 -BH1340COM *A/Chair/M400302 Maharem, 1-BH1564COM Hiback Chair/402 Mirella, 2-BH1340COM *A/Chr/M400302 Maharem, 1-AG9933COM loveseat/03-4500 Teal, 1-BH807-581ANIGRE 36X72 Exec Desk/ANIGRE, 1-BH807-141ANIGRE 24X72 Credenza/ANIGRE, 1-BH807-612ANIGRE Hutch/Anigre, 1-BH1564COM Hiback chair/402 Mirella, 2-BH1340COM *A/CHR/M400302 MAHAREM, 2-AG9933COM Loveseat/03-4300 Teal, 1-BH/WIREGROMET WIREGROMET FOR WIRING, 1-EUCT137 Computer table/Black-waln, 1 - 999 *JCF19N5T Oatmeal, 2-HN532L 2 DRWR 25" LET FILE PUTTY, 2 - 999 *ML1906 Oatmeal, 1-HN15234HH Hutch Cabinet for cred mo, 1-HN15231HH 66X20 CRED W/DOORS MOAK, 1-999 *CUSTOM TABLE-BULL NOSE *72X42X29 ENGLISH OAK, 2-HN3761AA77 SIDECHAIR/MO-SAND, 1 -HP4600MOAKECRU EXEC SWCHAIR/DOAK-ECRU824, 1-999 *Clock---TW

Equipment located at: 300 Hampton Plaza, 7th Floor, Towson, MD 21204
 3 - #4505 Full Function Steno Chairs, Painted trim Black, Fabric VIP-Color Brick,
 22-#4505 Steno Chair w/arms, Painted Trim Black, Fabric VIP-Color Brick

Equipment Located at: 2323 North Point Blvd, Baltimore, MD 21222
 1-Part No. 3221 HI PULLEY W/ST CHM WT 300#, SP, 1-Part No. 3062 SEATED PREACHER CURL, SP, 1-Part No. 3072 STANDING CALF, SP, 1-Part No. 3030 OL INCLINE BENCH-SP, 1-Part No. 3083 POWER RACK, FS W/KEYS & HOOKS, 1-PART NO. 3142 POWER RACK SEAT SP, 1-Part No. 3082 CHINNING BAR F/POWER RACK, 1 - Part No. 3052 DIP STAND-FS, 1-Part No. 3005 LEVER BAR ROW, OLYMPIC

Equipment Located at: 11820 Rockville Pike, Rockville, MD 20852
 1 pr 20,25,30 lb Stainless Steel Dumbbells, 2 pr 35,40,45,50,55,60,65 lb Stainless Steel Dumbbells, 1 pr 70,75,80 lb stainless steel dumbbells

Equipment Located at: 7904 Wisconsin Ave., Bethesda, MD 20014
 10 pr Stainless Steel Dumbbells 20,25,30,35,40,45,50,55,60,65

Equipment Located at: 7138 N. Ritchie Highway, Glen Burnie, MD 21061
 1-2080-1032 Power Press 300 lb

Equipment Located at: Easton & York Rd., Willow Grove, PA 19090
 15 pr 15,20,25,30,35,40,45,50,55,60,65,70,75,80,85 lb Stainless Steel Dumbbells

Equipment Located at: Dept Ford Mall, 1901 Center Rd., Deptford, NJ 08096
 15 pr 15,20,25,30,35,40,45,50,55,60,65,70,75,80,85 Stainless Steel Dumbbells

Equipment Located at: 7281 Arlington Blvd, Falls Church, VA 22042 Loehmann's Plaza Shopping Ctr
 2-Leg Sgt-Chm WT W/O Ad ON, SP Part No. 9787, 2 - Part No. 9547 Shoulder PR-P CHM WT, SP, 2-Part No. 9551 Leg Extension-C CHM WT, SP, 2 -Part No. 3217 HI PULLEY W/ST CHM WT 260#, SP, 2 -Part No. 9377 LO PULLEY, FS-CHM WT, 2 Part No. 9667 LEG CURL-DVR-C CHM WT, SP, 2 -Part No. 9794 VERTICAL CHEST-C CHM WT, SP

LESSEE: U. S. Health, Inc.

LESSOR: Chesapeake Industrial Leasing Co., Inc.

BY: X R. J. Garguale V.P.

BY: Brian S. Connelly - Mgr

Mail to Ballo Fed Fin

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 239315

RECORDED IN LIBER 441 FOLIO 139 ON Aug 17 81 (DATE)

1. DEBTOR: Name Stanley O & Lilly Elsey

Address 480 Louise Ln Arnold md 21012

SECURED PARTY: Name Commercial Credit Savings & Loan

Address 576 Ritchie Highway Severna Park md 21146

Mail to

Person and Address To Whom Statement is To be Returned If Different From Above.

CHECK (TORR) OF STATEMENT

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



RECORD FEE 10.00
POSTAGE .50
MAY 15 1981 7 15 86

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

Name Commercial Credit Savings & Loan

Address 576 Ritchie Highway Severna Park md 21146

Dated 5/7/81

L.A. Whitesell
(Signature of Secured Party)

L.A. WHITESSELL
Type or Print Above Name on Above Line

261853

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 Feb. 7, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Herbert L. Richards

Name Joy E. Richards and William L. Richards

Address 48 Rio Vista Plaza Lothian, Maryland 20711

2. SECURED PARTY

Name Calvert Bank & Trust Co.

Address P.O. Box 590 Prince Frederick, Maryland 20678

Mail to

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

3. Maturity date of obligation (if any) 36 months

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

1 - new 1986 General 20 HA Trailer serial # 1120HA209GT200141

1 - used 1971 Case 580 Tractor Loader Backhoe serial # 8677650

RECORDED FEE 15.00
POSTAGE .50
MAY 15 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)

Herbert L. Richards
(Signature of Debtor)

Herbert L. Richards
Type or Print Above Signature on Above Line

Joy E. Richards
(Signature of Debtor)

Joy E. Richards
Type or Print Above Signature on Above Line

William L. Richards
William L. Richards

Leonard J. Clements
(Signature of Secured Party)

Leonard J. Clements - Vice President
Type or Print Above Name on Above Line

1300

Please record and return to
Calvert Bank and Trust Company
P.O. Box 590
Prince Frederick, Md. 20678

1986 MAY 15 PM 3:52

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)

Wolf, Richard & Helen
819 Barbara Court
Glen Burnie, Maryland 21061

2 Secured Party(ies) and Address(es)

Brandywine Auto Sales, Inc.
P O Box 68
Brandywine, Maryland 20613

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

RECORD FEE 12.00
POSTAGE 50
MAY 15 1986

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

1 976 INTERNATIONAL MODEL 1750 SN D0525FHA29510 with
(1) Garwood dump body
Model A-730
S/N 606071

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

By: RICHARD & HELEN WOLF

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

By: Brandywine Auto Sales, Inc.

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

Filing Officer Copy-Alphabetical

603469 Rev. 12-80

1986 MAY 15



BOOK 498 PAGE 129

361900

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 4A Rental 1919 Lincoln Drive Annapolis, MD 21401	2 Secured Party(ies) and Address(es) Bil-Jax, Inc. 595 E. Langbill Road P.O. Box 250 Archbold, OH 43502	3 For Filing Officer (Date, Time, Number, and Filing Office)
---	---	---

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

- All Bil-Jax equipment heretofore or hereafter sold to Debtor and all contract rights, instruments, chattel paper and proceeds generated therefrom, whether by lease or otherwise, and whether now existing or hereafter created or acquired.

RECORD FEE 11.00
 POSTAGE 50
 POSTAGE OFFICE NO. 714157
 MAY 15 86

NOT SUBJECT TO RECORDATION TAX

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

Filed with ~~Maryland State Department of Assessments and Clerk of Circuit Court of Ann Arundel Cty.~~
(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

By: Annapolis 4A Rental Signature(s) of Debtor(s) Bil-Jax, Inc. Signature(s) of Secured Party(ies)
Kenneth R. Wagon *William M. Wagon Pres.*

Filing Office Copy - Alphabetical
STANDARD FORM -
UNIFORM COMMERCIAL CODE - UCC-1

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

Revised, Am. S.B. 161, Eff. 3/15/82
anderson publishing co. cincinnati, ohio 45201



1986 MAY 15 PM 3:00
 1986 MAY 15 PM 3:00
 1986 MAY 15 PM 3:00

BIL-JAX, INC. SECURITY AGREEMENT

The undersigned, herein called "Debtor", hereby grants to Bil-Jax, Inc., an Ohio corporation, of P.O. Box 250, Archbold, Ohio 43502, herein called "Secured Party", a security interest in all Bil-Jax equipment heretofore or hereafter sold to Debtor and all contract rights, instruments, chattel paper and proceeds generated therefrom, whether by lease or otherwise, and whether now existing or hereafter created or acquired, herein collectively called the "Collateral", to secure payment of any and all indebtedness and liabilities whatsoever of Debtor to Secured Party, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and howsoever acquired by Secured Party, and together with all costs and expenses of Secured Party relating thereto or with respect to the Collateral, all herein collectively called the "Obligations".

1. Debtor agrees to keep the Collateral at 1919 Lincoln Drive
(No. and Street)
Ann Arundel Annapolis MD 21401
(County) (City) (State) (Zip)

until written consent to the contrary is secured from Secured Party.

2. Debtor agrees to do all acts and things and will execute and file all instruments (including security agreements, financing statements, continuation statements, etc.) requested by Secured Party to establish, maintain and continue a perfected security interest in the Collateral.

3. Upon default in payment of any of the Obligations when due, or when Secured Party deems itself to be insecure, Secured Party may, at its option, without notice or demand declare any one or more or all of the Obligations immediately due and payable, take possession of the Collateral, and may thereupon or at any time or times thereafter sell the Collateral or any part or parts thereof at public or private sale without notice, advertisement or demand of any kind, and may apply the net proceeds, after deducting all costs and expenses for collection, sale and delivery, to the payment of any one or more or all of the Obligations returning the residue if any on demand therefor. At any public sale, Secured Party may purchase any part or parts of the Collateral and, in addition, Secured Party shall have all of the rights and remedies of a secured party under the Uniform Commercial Code. In any case where Secured Party determines to give notice of any sales or other dispositions of Collateral, the mailing of notice by any form of United States Mail, postage prepaid, to Debtor at the address given below, or, if none is given to the last known address, at least ten days before any sale or other disposition, conclusively shall be deemed reasonable notice thereof. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorney fees and legal expenses.

Dated: April 18, 1986.

CORPORATION () or PARTNERSHIP () or SOLE PROPRIETOR () (check which)

<u>Annapolis 4A Rental</u>	<u>1919 Lincoln Drive</u>	<u>Ann Arundel</u>
<small>(Debtor)</small>	<small>(No. & Street)</small>	<small>(County)</small>
	<u>Annapolis</u>	<u>MD</u> <u>21401</u>
	<small>(City)</small>	<small>(State) (Zip)</small>

By: Kenneth R. Wayner, its PRESIDENT
(officer or partner)

By: _____, its _____
(officer or partner)

BIL-JAX, INC., Secured Party

By: _____, its _____, P.O. Box 250, Archbold, OH 43502

Mail to Bil-Jax Inc

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No. 261853
(Not to Be) (In De) Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) Charles F. Meyer & Sons, Incorporated 4910 Sands Road Lothian, Anne Arundel, MD 20711	Secured Party Name and Address Vic Lewis & Sons, Inc. 1963 Brady Avenue Baltimore, MD 21227	
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) Used Cat Model D9C Dozer S/N 10K1896		
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) <p style="text-align: center;"><i>The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any reference herein to "C.I.T. Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."</i></p>		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) Charles F. Meyer & Sons, Incorporated	Secured Party Vic Lewis & Sons, Inc.	
By <u><i>Samuel F. Meyer</i></u> Title <u><i>Pres</i></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><i>Charles V. Lewis Pres.</i></u> Charles V. Lewis <small>Type or print name of person signing</small>	
<small>5 SA 989D</small>		

Mail to

RECORD FEE 11.00
 POSTAGE .50
 407687 CIT RD 214159
 MAY 15 85

MAY 15 PM 3:52
 407687 CIT RD 214159

STATE OF MARYLAND

BOOK 498 PAGE 132

261858

AA 11 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated May 7, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name D. & E. Excavating, Inc.
Address 1749 Bayside Beach Road, Pasadena, MD 21122

2. SECURED PARTY

Name Tucker Equipment Company
Address P.O. Box 340, 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)

One 1984 CASE 1155D Crawler Tractor S/N 7309805

RECORD FEE 11.00
POSTAGE .50
MAY 15 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)

Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

Daniel A. Reed Mail to _____
(Signature of Debtor) & Title
DANIEL A. REED
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

1986 MAY 15 PM 3:52



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 May 5, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Royal Edison Brumwell

Address 4013 Mountain Road, Pasadena, Md. 21122

2. SECURED PARTY

Name Tucker Equipment Company

Address P.O. Box 340, 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)

One CASE 580 SE Loader/Extendahoe S/N 17034735

RECORD FEE 11.00
POSTAGE .50
NOTARY DUTY \$01 7:15:02
MAY 15 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)

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

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

Mail to

Royal E Brumwell
(Signature of Debtor)

Royal Edison Brumwell
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

1986 MAY 15 PM 3:52

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 _____.

RECORDING FEE
 POSTAGE
 12-00
 50
 715402
 MAY 25 1986

5. Debtor(s) Name(s) Address(es)
 Glenn F. Robbins 614 Tower Bank Road
 Andrea Robbins Severna Park, Maryland 21146

6. Secured Party Address 100 S. Charles Street
 Equitable Bank, National Association Baltimore, Maryland 21201
 Attention: Karl Maevers, Loan Compliance

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
 X Glenn F. Robbins (Seal) _____ (Seal)
 ✓ Andrea Robbins (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.

1986 MAY 13 PM 3:52

SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a Financing Statement to the Equitable Bank, National Association from Glenn F. Robbins and Andrea Robbins.

1984 Express 30 Yacht Serial No. ZYE30069D484

Mail to Equitable Bank

261859

BOOK 498 PAGE 136

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

1. Debtor(s) (Last Name First) and address(es) James W. Rocco, Jr. 1547 Marco Drive Pasadena, MD 21122	2. Secured Party(ies) and address(es) Circle Business Credit, Inc. 110 S. Jefferson Plaza Whippany, NJ 07981	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE \$11.00 POSTAGE .50 MAY 15 1986
4. This financing statement covers the following types (or items) of property: One (1) New 1986 Ravens 45' Flat-bed semi trailer, S/N 1R1F14521GE860252 and all attachments and ancillary equipment.		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: 0
 Filed with: Anne Arundel Clerk of the Circuit Court - Not Subject to Recordation Tax.

James W. Rocco, Jr.
 By: James W. Rocco, Jr.
 Signature(s) of Debtor(s)

Circle Business Credit, Inc.
 By: William J. Hester
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1986 MAY 15 PM 3:52

E. ALLEN COLLISCH
CLERK



498 PAGE 137

261860

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Warren H. Tingley c/o Pleasure Cove Yacht & Beach

Address 2116 Bayfront Terrace, Annapolis, MD

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION SOUTHEAST

Address 910 SE 17th Street Suite 200

Ft. Lauderdale, Florida 33316

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)

1986 38'2" Irwin MKII Cruising Yacht Hull Serial #XYM38492B686 with one Yanmar 50 h.p. diesel engine Serial # 01007

Assignee of Secured Party: Centrust Savings Bank P O Box 028506 Miami, Florida 33102

HOME ANCHORAGE: As Above

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)

Warren H. Tingley
(Signature of Debtor)

WARREN H. TINGLEY

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Elizabeth Jeffrey Agent
(Signature of Secured Party)

FIRST COMMERCIAL CORPORATION SOUTHEAST

Type or Print Above Signature on Above Line



1986 MAY 15 PM 3:53

4-30-86

Anne Anusdel

261901

TO BE RECORDED IN:

BOOK 498 PAGE 138

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

Not Subject to
Recordation Tax

DATE:

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

FINANCING STATEMENT

1. <u>Debtor</u>	<u>Address of all Debtors</u>
Kowolf Partnership a Maryland General Partnership	Suite 426 1307 York Road Lutherville, Maryland 21093

3. <u>Secured Parties:</u>	<u>Address of all Secured Parties:</u>
Baltimore Savings And Loan Association, Inc.,	1 E. Redwood Street Baltimore, Maryland 21202

4. This Financing Statement covers

(a) All buildings and improvements of every kind and description now or thereafter erected and placed on the property of the Debtor described on Schedule "A" attached hereto and made a part hereof, and all materials intended for construction, reconstruction, alterations and repairs of such improvements now or hereafter erected thereon all of which materials shall be deemed to be included within the property herein described immediately upon the delivery thereof to the said property, and all fixtures and articles of personal property now or hereafter owned by Debtor and attached to or contained in and used in connection with said property, including but not limited to all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, ice boxes, mechanical refrigerators, awnings, shades, screens, office equipment and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner; it being mutually agreed that all the aforesaid property owned by said Debtor and placed by it on said property shall, so far as permitted by law, be deemed affixed to the realty and covered by this Financing Statement.

RECORD FEE 14.00
MORTGAGE .50

RECORDED BY 102 11611
MAY 15 86



MAY 15 1986 4:14

WILLIAM COLLISON

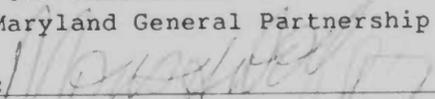
1490

5. Proceeds of collateral are covered hereunder.

800. 498 PAGE 139

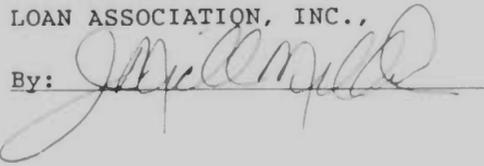
DEBTOR

KOWOLF PARTNERSHIP
a Maryland General Partnership

By: 
Morris H. Wolf, General Partner

SECURED PARTIES

BALTIMORE SAVINGS AND
LOAN ASSOCIATION, INC.,

By: 

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

SCHEDULE "A"

BOOK 498 PAGE 140

BEGINNING for the same at a pipe set on the easterly side of Hammonds Ferry Road at the distance of 200 feet southerly from the intersection formed by the extension northerly of the east side of Hammonds Ferry Road with the extension westerly of the south side of Nursery Road; and running thence on the easterly side of Hammonds Ferry Road north 3 degrees, 56 minutes, 30 seconds east 125.91 feet; running thence along the easterly side of Hammonds Ferry Road and continuing along the south side of Nursery Road, as shown on State Roads Commission of Maryland Plat No. 16395, North 11 degrees, 57 minutes, 22 seconds east 30.70 feet, north 33 degrees, 17 minutes 17 seconds east 24.11 feet, north 57 degrees, 32 minutes, 58 seconds east 38.21 feet and south 87 degrees, 22 minutes, 15 seconds east 163.14 feet; thence leaving the southerly side of Nursery Road and running south 2 degrees, 41 minutes, 50 seconds west 200 feet; and thence north 87 degrees, 22 minutes, 15 seconds west 210 feet to the place of beginning.

SAVING AND EXCEPTING all that lot of ground which by Deed dated November 2, 1978 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. No. 3335, folio 228, was granted and conveyed by Stephen A. Lanasa, Lillian Lanasa, Charles V. Ziegler, Betty P. Ziegler and Nursery Associates to Anne Arundel County, Maryland.

Mail to

Bay State Title

Anne Arundel
5/8 A

Buyer's (Debtor's) Name (Last name first) James Osterman	Purchaser's Mailing Address 108 Stewart Dr., Edgewater, MD 21037	Zip Code 21037
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name Annapolis 4A Rentals & Sales	Seller's Address 1919 Lincoln Dr., Annapolis, MD 21401	Zip Code 21401

Mail to

BUYER'S SOC. SEC. NO. (First Signer)

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	430	L & G Tractor	367197
1	N	JD	60"	mower	537540

RECORD FEE 11.00
 POSTAGE .50
 MDP&S (345 401) T14426
 MAY 15 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**
Box 4949
Syracuse, NY 13221

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

Mail to: **John Deere Company**
P.O. Box 4949
Syracuse, N.Y. 13221
anna arundel 6/8 A

ANNE ARUNDEL, MD

Debtor resides in Anne Arundel, MD (County) (State) Note dated and signed 5/8/86 (Date) Debtor's Telephone No. (301) 798-4140

James V Osterman
(Debtor's Signature)
James V. Osterman

Annapolis 4A Rental
(Seller's Name)
[Signature]
Seller's (Secured Party) Signature

(Do not write below this line) David P Graham Sls. Mgr.

11 80

1986 MAY 15 PM 3:51
CR 140

UNIFORM COMMERCIAL CODE

STATEMENT OF RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

LIBER NO. 476 PAGE NO. 64
IDENTIFICATION NO. 253125 DATED: August 7, 1984

PROPERTY:

All equipment, parts, replacement parts, accounts receivable, accessories, supplies, inventory, now owned or hereinafter acquired by Debtor, including, but not limited to, such equipment, parts, accessories and supplies used in Debtor's dental practice.

All present and future accounts, contract rights, proceeds of insurance, and proceeds from the foregoing.

1. DEBTOR: BARRY GROSSHANDLER, D.D.S., P.A.
101 Ridgely Avenue
Annapolis, Maryland 21401

2. SECURED PARTY: FAIRFAX SAVINGS ASSOCIATION
17 Light Street
Baltimore, Maryland 21202

3. TERMINATION

FAIRFAX SAVINGS ASSOCIATION

DATED: August 6, 1985

By:

Judith B. Covington
Judith B. Covington
Vice President

RETURN TO: CITICORP FINANCIAL, INC.
P.O. Box 686
Brooklandville, Maryland 21022

RECORD FEE 10.00
POSTAGE .50
420786 0085 102 116113
MAY 15 86

1985 MAY 15 PM 4:15



Mailed to Secured Party

10/10
10/10



MARYLAND NATIONAL BANK
We want you to grow.SM

BOOK 498 ~~473~~

261867

Page 143

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 _____

5. Debtor(s) Name(s) Address(es) Mailing
 TP Services, Inc. 10 Dover Rd.
 2 Robinson Rd. Glen Burnie, MD 21061
 Severna Park, MD 21146

6. Secured Party Address
 Maryland National Bank Mountain Rd. Office
 Attention: C.A. Abruzzo Glen Burnie, MD 21061

RECORD FEE 11.00
 POSTAGE .50
 WITHIN 245 HOURS 7:54 AM
 MAY 15 1986

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

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

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

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

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

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

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

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

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

8. All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

TP Services, Inc.
Paul E. Wolkill (Seal)
 Paul E. Wolkill, Pres.

Secured Party
 Maryland National Bank
C. Ann Abruzzo (Seal)
 C. Ann Abruzzo, AVP

 (Seal)

 (Seal)

 (Seal)

Type name and title

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

207-95 REV 7/83



1986 MAY 16 PM 3:47

Mailed to Secured Party

100
 105
 111

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

No. of Additional Sheets Presented: 1

3 The Debtor is a transmitting utility

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

1 Debtor(s) (Last Name First) and Address(es)
Walters, June
Walters, Ronnie Juan
Walters, Carmen Thea
Lot C-87 Holiday
Mobile Estates
Jessup, Md. 20794

2 Secured Party(ies) Name(s) and Address(es)
Mobile Home Associates
Clark Rd.
Jessup, Md. 20794

5 This Financing Statement covers the following types (or items) of property
The mobile home, manufactured by Nashua, year 1985,
model , L 70, W 14, Serial # 15036, and
all consumer goods, appliances, accessories, equipment and attach-
ments 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

7 The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like
(including oil and gas) is on *
*(Describe Real Estate in Item 8)

8 Describe Real Estate Here: This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

Conditional Sales Contract has been signed

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					
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 June Walters Signature(s) of Debtor(s)

By Mobile Home Associates Signature(s) of Secured Party(ies)
Stoshel Manton
(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



1986 MAY 19 AM 10:55

Mailed to Secured Party

261908

BOOK 498 PAGE 145

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) Stephen Jones Enterprises, Inc. 752 Stenchcombe Road Severna Pk., Md. 21146	2 Secured Party(ies) and Address(es) Washington Freightliner, Inc 4100 41st Street Brentwood, Md. 20722	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE 50 NOTES 6777 401 79415 MAY 19 86
4 This financing statement covers the following types (or items) of property 1986 Freightliner 12064S Ser.# 1FVXYCY97GH288160 1986 R/S 14' Aluminum Body Ser.# 86020220 1986 Freightliner 12064S Ser.# 1FVXYCY99GH288158 1986 R/S 14' Aluminum Body Ser.# 86020217 DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		5 Assignee(s) of Secured Party and Address(es) Associates Comm. 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

STEPHEN JONES ENTERPRISES, INC. ~~XXXXXX~~ WASHINGTON FREIGHTLINER INC.

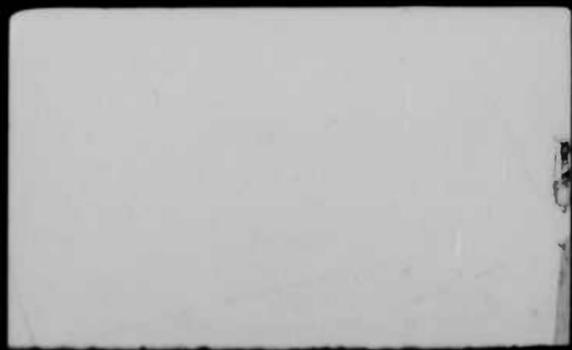
By: *Stephen Jones* By: *[Signature]*
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

Filing Officer: Copy — Alphabetical 603469 Rev. 12-80

Mailed to Secured Party



1986 MAY 19 10:55



261909

498 PAGE 146

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)

Stephen Jones Enterprises Inc.
752 Stenchcombe Road
Severna Park, Md. 21146

2 Secured Party(ies) and Address(es)

Washington Freightliner, Inc.
4100 41st Street
Brentwood, Md. 20722

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

RECORD FEE 11.00
POSTAGE .50
MAY 19 88

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

One 1986 Freightliner Dump Truck serial # 1FVXYCY99GH288159. One R/S Aluminum Dump Body serial #86020218.
One 1986 Freightliner Dump Truck serial # 1FVXYCY99GH288161. One R/S Aluminum Dump Body serial # 86020219

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

Associates Commercial Corporation
P.O. Box A
College Park, Md. 20740

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES

CONTRACT 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

STEPHEN JONES ENTERPRISES, INC.

By: *Stephen Jones*
Signature(s) of Debtor(s)

Filing Officer Copy-Alphabetical

WASHINGTON FREIGHTLINER, INC.

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

603469 Rev. 12-80

Mailed to Assignee

OR
LEIX

MAY 19 04:55

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
---	--

This financing statement Dated 9/2/86 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 April 17, 1986, Schedule #01, dated 4/22/86 between Assignor as Lessor and LEASE ACCOUNT # 687140 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 5/7/86 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

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.

1986 SEP 19 AM 10:55

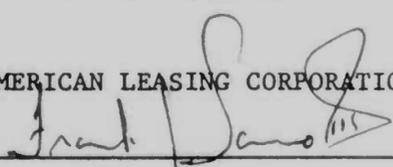
2053
JEBLAS

EQUIPMENT LIST

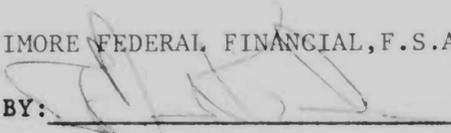
- 1 (one) Jetpac Model 1002-02-13 Ultra High Pressure Cleaning Unit rated @ 35,000 psi with maximum flow of 3.0 gpm. System consists of an intensification module, hydraulic module, hydraulic oil pump, prime mover, water boost pump and machine frame. Also, included but not limited to all replacements, parts, repair, additions and attachments incorporated therein or affixed thereto now owned or hereafter acquired.
- Jetlance System 35 KPSI
 Jetward System 35 KPSI
 Hose Set, Jetlance - 50 ft
 Hose Set, Jetward - 50 ft
 UHP Lance 9/16 x 60 in.
 UHP Lance 9/16 x 120"
 UHP Lance 3/8 x 120"
 Coupling, Jetlance
 Coupling Assy, swivel front
 Tube cleaning tip, 3/8" 2 Jet 20° (0.018)
 Tube cleaning tip, 3/8" 2 Jet 30° (0.018)
 Surface cleaning tip, 9/16" 2 Jet 30° (0.018)
 Surface cleaning tip, 9/16" 4 Jet 20° (0.013)
 Surface cleaning tip, 9/16" 4 Jet 45° (0.013)
 Drilling bit with carbide, 9/16" 2 Jet 30° (0.018)
 UHP orifice/nozzle (0.018)
 UHP orifice/nozzle (0.013)
 UHP orifice/nozzle (0.026)
 Sleeve, fluid jet nozzle Type D
 Retainer screw, fluid jet nozzle
 Seal, high pressure tubing
- A. Intensifier/High Pressure Manifold
 Repair Kit, 13:1 H.P. Seals
 Kit, 13:1 L.P. Seals
 Repair Kit, Check Valve
 Check Valve Assy. 13:1
 Pin, Intensifier Shift
 Antiseize, Blue Goop
 Cylinder, Low Pressure
 Repair Kit, Bleed Down Valve
- B. Shock Attenuator Spares
 Seal Assy., Attenuator
- C. Hydraulic System
 Filter Element, 10 Micron
 Filter Element, Hydraulic
 Valve, Hydraulic Relief
 Gauge, Hyd 0-5000 PSI
 Switch, Temp 160F Rising
 Switch, Pressure
- D. Inlet Water System
 Filter Kit, Water 10 Micron
 Gauge, Pressure 3-300 PSI
 Gauge, Pressure 2-50 PSI
- E. Diesel Engine Filters - 6 Cylinder
 Fuel Deutz
 Filter Fuel Deutz (Separator)
 Filter, Oil Deutz
- F. Diesel Control
 Relay, Solenoid
 Alarm, Module
 Switch, Contact Block

Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: TITLE: Frank J. Saevo III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: TITLE: David Kommalan, Sr.V.P.

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248770

RECORDED IN LIBER 465 FOLIO 211 ON August 25, 1983 (DATE)

1. DEBTOR

Name Kursch, Karen J. and Paul A., t/a Video Box Office
Address 313 S. Crain Highway Glen Burnie, MD 21061

2. SECURED PARTY

Name Whirlpool Acceptance Corporation
Address 8220 Wellmoor Court Savage, MD 20763

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Amendment <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend dealer address to read; 7863 Quarterfield Road Severn, Maryland 21144</p>	

RECORD FEE 10.00
POSTAGE .50
TOTAL FEE \$10.50
MAY 19 1983

Video Box Office

By Karen J. Kursch
signature of debtor
Karen J. Kursch-Partner

By Paul A. Kursch
Paul A. Kursch
Dated 5/14/86

WHIRLPOOL ACCEPTANCE CORPORATION
By J. Giannattasio
(Signature of Secured Party)

J-Giannattasio Branch Manager
Type or Print Above Name on Above Line



1986 MAY 19 AM 10:55
E. ALLEN HULLIBORN

Mailed to Secured Party

261911

BOOK 498 PAGE 150

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:

APEX, INC.
342 GATEWATER COURT
GLEN BURNIE, MD. 21061

JOHN C. LOUIS CO. INC.
1805 CHERRY HILL ROAD
BALTIMORE, MD. 21230

SECURITY FEE 11.00
POSTAGE .50
NOTICE CITY AND STATE
MAY 19 55

7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)

ONE USED MELROE BOBCAT, MODEL 743, SERIAL NUMBER 12033 WITH 60 INCH BUCKET WITH TEETH, AND ONE NEW BECK NUMBER 3EL19 TRAILER, SERIAL NUMBER P-2517

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

NOTE - THIS TRANSACTION 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

8. Signatures:

APEX, INC.

JOHN C. LOUIS CO. INC.

By

By

Debtor(s) [or Assignor(2)]

Secured Party(ies) [or Assignee(s)]

THE FILING OFFICER'S ACKNOWLEDGEMENT. Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.

FINANCING STATEMENT

THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY.

FORM UCC

1

Mailed to Secured Party



1995 MAY 19 AM 10:55

E. JAMES COLLISON

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 240139

RECORDED IN LIBER 443 FOLIO 154 ON October 22, 1981 (DATE)

1. DEBTOR

Name Baldwin Service Center, Inc.
Address Rt. 450 & 178 3 Mile Oak Annapolis, MD 21401

2. SECURED PARTY

Name Whirlpool Acceptance Corporation
Address 8220 Wellmoor Court Savage, MD 20763

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Amendment</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend Debtor address to read:</p> <p style="text-align: center;">41 Defense Highway Annapolis, MD 21401</p>	

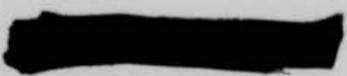
Baldwin Service Center, Inc.
By Rhoda L. Baldwin, Pres.
signature of debtor
Rhoda L. Baldwin President

Dated 4/29/86

WHIRLPOOL ACCEPTANCE CORPORATION
By M. D. Thornton
(Signature of Secured Party)

M. D. Thornton Branch Manager
Type or Print Above Name on Above Line

Mailed to Secured Party



1986 MAY 13 AM 10:55

E. M. COLLIER

261912

BOOK 498 PAGE 152

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):
Skinner, Logsdon Construction and Equipment Inc.
8226-B Telegraph Road
Odenton, Md. 21113

2. Secured Party(ies) Address(es) And Name(s):
John C. Louis Co. Inc.
1805 Cherry Hill Rd.
Baltimore, Md. 21230

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

RECORD FEE 11.00
POSTAGE 50
MAY 19 1955
MAY 19 1955

7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable)

Melroe Bobcat Loader, Model M743, Serial Number 25343, with Flotation Tires and 60" Bucket with teeth.

5. Assignee(s) of Secured Party, Address(es):
Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

NOTE - THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX.

6. The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

DEBT EXCEEDS \$200.00

Proceeds of the collateral are also covered.
Filed with: Sec. of State

Filing Office of _____ County/City

8. Signatures: Skinner, Logsdon Construction and Equipment Inc.

John C. Louis Co. Inc.

By Thomas C. Skinner, Pres. Debtor(s) [or Assignor(2)]

By W. Davison Secured Party(ies) [or Assignee(s)]
President

(3) Filing Officer Copy - Acknowledgement. Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY.

FORM UCC 1

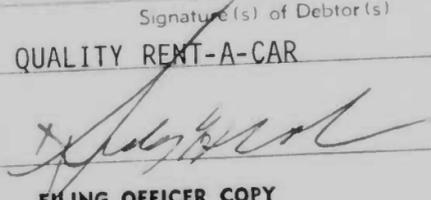
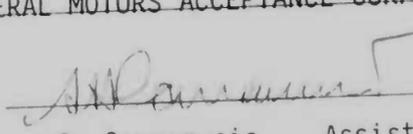
Mailed to Assignee



ISSUED MAY 19 AM 10:55

261913

BOOK 498 PAGE 153

Check if applicable <input type="checkbox"/> TO BE RECORDED IN THE LAND RECORDS	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code	
Maturity date (if any):	
1. Debtor(s) Name (Last Name First) Quality Rent-A-Car	2. Debtor(s) Complete Address(es) Suite 212 1404 Crain Highway Glen Burnie, Md. 21061
3. & 4. Secured Party (ies) and Complete Address(es) GENERAL MOTORS ACCEPTANCE CORPORATION 226 Schilling Circle Hunt Valley, Md. 21031	5. & 6. Assignee(s) of Secured Party (ies) and Complete Address(es)
7. This financing statement covers the following types (or items) of property: (Describe) General intangibles, contract rights, chattel paper, accounts and assignment of accounts including, but not limited to, those arising out of the sale or lease of motor vehicles, trailers and semi-trailers, including rents receivable under leases and rental agreements.	
8a. <input checked="" type="checkbox"/> Proceeds are also covered. 8b. <input type="checkbox"/> Products of collateral are also covered. No. of additional sheets presented. ()	
Filed with Circuit Court Clerk of Anne Arundel County; Other _____	
9. Transaction is (), is not (X), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____	
10. This statement to be returned after recordation to Secured Party, shown above or to _____	
Signature(s) of Debtor(s) QUALITY RENT-A-CAR	Signature(s) of Secured Party (ies) or Assignee(s) GENERAL MOTORS ACCEPTANCE CORPORATION
	By: 
FILING OFFICER COPY	S. Cannamucio Assist. Sec'y.
Type or Print Names Clearly Below Signature.	
GMAC UCC1 Md. 4-74	

NOT FOR PUBLICATION

11.00
 MAY 19 1986
 MAY 19 1986
 MAY 19 1986
 MAY 19 1986
 MAY 19 1986

Mailed to Secured Party

261914

BOOK 498 PAGE 151

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First) MAISEL BROTHERS, INC.	2. Debtor(s) Complete Address(es) P. O. Box 267 8th Ave. Glen Burnie, Md. 21061	
3. & 4. Secured Party(ies) and Complete Address(es) CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property (Describe) ONE 1986 East ALuminam Platform stock #5086 Serial #1E1H5X28-4GRC07292 ONE Hyster model #H70E Diesel stock #HM2082 serial #DOO5DO3197F		
8a. (<input checked="" type="checkbox"/>) Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented.		
Filed with CIRCUIT COURT CLERK OF <u>Anne Arundel</u>		County; Other <u>SDAT</u>
9. Transaction is (), is not (<input checked="" type="checkbox"/>), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____		
10. This statement to be returned after recordation to Secured Party, shown above, or to _____		
Signature(s) of Debtor(s) MAISEL BROTHERS, INC.		
By: <u><i>Gerald R. Maisel</i></u> Gerald R. Maisel, Sec/Treas Signature(s) of Secured Party(ies) or Assignee(s)		
By: <u><i>Darlene Miglioretti</i></u> Assistant Treasurer Darlene Miglioretti (Title)		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY		
DS-30		Printed in U. S. A.

RECORD FEE 11.00
POSTAGE .50
TOTAL 11.50
MAY 19 1955

1955 MAY 19 AM 10:55
66 WASHINGTON

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated May 8th, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WINZELL, JAMES, R.

Address 7669 Pine Knob Rd., Pasadena, Maryland 21122

2. SECURED PARTY

Name Key Financial Services Inc.

Address 57 River Street

Wellesley Hills, MA 02181

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

3. Maturity date of obligation (if any) _____

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

1974 Ranger Sloop 33' 1"
Hull # RAY331610874 USCG O/N: 579855
Engine: Universal Atomic 4, 30hp, gas, serial # 194382
Additional Equipment: Kenyon 2 burner stove, main,
150% genoa, jib, flasher, Ray Jefferson VHF radio-telephone,
depth sounder, knotmeter, compass

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James R. Winzell
(Signature of Debtor)

James R. Winzell
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

William C. Roberts - AIF
(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line



1986 MAY 19 AM 10:55

E. JAMES COLLIERSON

Mailed to Secured Party

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. 252725 recorded in
Liber 475 Folio 77 on 7-23-84 (Date)

1. DEBTOR(S):
Name(s) Russell G. Tippett & Kim A. Tippett
Address(es) Route 2, Box 624, Chester, Maryland 21619

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

RECORDING FEE 10.00
POSTAGE .50
NOTED CITY 01 17431
MAY 19 85

9. SIGNATURES.
Russell G. Tippett
Russell G. Tippett
Kim A. Tippett
Kim A. Tippett

SECURED PARTY

By *Janice B. Marcellas*
Janice B. Marcellas - Manager &
(Type, Name and Title) Ass't. V. P.

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



Mailed to Secured Party

1988 MAY 19 AM 10:55

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 246354

RECORDED IN LIBER 459 FOLIO 279 ON Feb 28 83 (DATE)

1. DEBTOR: Name Edward H. Mawley, Jr.

Address 914 Blue Ridge St. Cambridge, MA

2. SECURED PARTY: Name Commercial Credit Savings Loan

Address 576 Ritchie Highway, Severn Park, MD 21146

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

CHECK FORM OF STATEMENT

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

RECORD FEE 10.00
POSTAGE .50
TOTAL 10.50
FEB 28 1983

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

Name Commercial Credit Savings Loan

Address 576 Ritchie Highway, Severn Park, MD 21146

Dated 2/9/84

LA. WHITESELL
(Signature of Secured Party)

LA. WHITESELL
Type or Print Above Name on Above Line



Mailed to Secured Party

Paye's party

92

261902

BOOK 498 PAGE 158

FINANCING STATEMENT

File No

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

1. DEBTOR(S) and Address(es) <i>John W. Ritter Trucking, Inc.</i> <i>P.O. Box 244</i> <i>Millersville, Md. 21108</i>	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <i>Collateral Supervisor</i> <i>Commercial Loan Dept.</i> Return to Secured Party
---	---

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

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

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

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

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

E. Other.

RECORD FEE 11.00
POSTAGE .50
MAY 19 10 10 34
MAY 19 88

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: \$ ~~2000~~ *12,000.00*

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

John W. Ritter Trucking, Inc.

By: *Clea Payne*

By: *Edmond Ritter, up*

Cheryl A. Payne

By: *Edmond Ritter, up*

4/30 1986

(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.

Mailed to Secured Party



1986 MAY 19 AM 10:55

261916

BOOK 498 PAGE 159

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)
Linda Dennis
Pamela Weed
Timothy Dennis
Rivkway Village MHP
9 Fern St
Laurel, MD 20707

2 Secured Party(ies) Name(s) and Address(es)
Eastern Homes, Inc.
8291 Washington Blvd.
Jessup, Md. 20794

3 The Debtor is a transmitting utility

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

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

The mobile home, manufactured by DeRose year _____, model _____, L 44, W 24, Serial # 26106, 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

Products of the Collateral

8 Describe Real Estate Here

Conditional Sales Contract has been signed

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

The described crops are growing or to be grown on *
 The described goods are or are to be affixed to *
 The lumber to be cut or minerals or the like (including oil and gas) is on *
*(Describe Real Estate 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

Signature(s) of Debtor(s)

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

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

Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)

Mailed to Assignee

Mailed to Assignee

1986 MAY 19 AM 10:57

FRANKLY ELLISON



261917

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

 John H. Snyder Associates, Inc.
(Name)

 2126 Espey Court, Suite G
(Address)

 Crofton, Maryland 21114

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

 Attn: Cathy Lewis
(Name of Loan Officer)

 18 West Street
(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
 POSTAGE .50
 TOTAL DUES AND FEES 11.50
 MAY 19 1986

1986 MAY 19 AM 10:57
 STATE OF MARYLAND
 CLERK OF THE COURT

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)

John H. Snyder
(Signature)

 John H. Snyder
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)

(Seal)

(Signature)

(Print or Type Name)

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.

Mailed to Secured Party

BOOK 498 PAGE 162

Identification 238039 438 43 Dated 5/22/81

1. Debtor(s) { HARRY & KATHERINE CALENDER
Name or Names -- Print or Type
1217 GREENWAY DR / ANN ARUNDEL CO
Address - Street No. City - County State Zip Code
ANNAPOLIS MD 21401

2. Secured Party { SEARS, ROEBUCK AND CO.
Name or Names - Print or Type
10301 WESTLAKE DRIVE. Bethesda, Montgomery, Md. 20034
Address - Street No. City - County State Zip Code

3. Maturity Date (If any) _____

4. Check Applicable Statement:

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

RECORD FEE 12.00
POSTAGE .50
MAY 19 11 10:13
MAY 19 81

Mailed to Secured Party



Dated: 5/13/86

SEARS, ROEBUCK AND CO.
Name of Secured Party
RJ Reed
Signature of Secured Party
R J Reed Credit Sales MGR
Type or Print (Indicate Title, if Company)
Company)

261918

BOOK 498 PAGE 163

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)
Todd Bailey
(Small Business Communications)
1740 Jones Falls Court
Crofton, MD 21114

2. Secured Party(ies) and address(es)
General Service Leasing, Inc.
P. O. Box 911
Beltsville, MD 20705

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

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

One Canon NP-3525 Copier Serial #CCV00852

NOT SUBJECT TO RECORDATION TAX - EQUIPMENT LEASE

5. Assignee(s) of Secured Party and Address(es)
Union Trust Company of MD
P.O. Box 22497
Commercial Finance Division
Baltimore, MD 21203

RECORD FEE 12.00
POSTAGE 50
MAY 19 1988

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

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

Filed with: No full or partial recordation taxes

Todd Bailey (Small Business Communications)

General Service Leasing, Inc.

By: Todd Bailey
Signature(s) of Debtor(s)

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Assignee

1988 MAY 19 AM 10:57

F. ANDREW COLLISON

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 428 Page No. 98
Identification No. 233766 Dated 8/11/80

1. Debtor(s) { O. Glenn and Patricia F. Baker
Name or Names—Print or Type
{ 408 Elm Avenue, Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

MAIL TO:

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation<input type="checkbox"/></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>

1980 MAY 19 AM 10:58

D. E. CLERK
BL CLERK

Mailed to Secured Party

Dated: MAY 08 1980 Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

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

A.A. Co
1980

CROSS INDEXED IN LAND RECORDS

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 448 Page No. 356
Identification No. 242072 Dated 4/7/82

1. Debtor(s) { Donald D. and Dorothy P. Harris
Name or Names—Print or Type
815 Lucky Rd., Severn, MD 21144
Address—Street No., City - County State Zip Code

MAIL TO:

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/></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>

MAY 19 1982

✓
D. E.
CLERK

BL
CLERK

RECORDS FEE 13.00
POSTAGE .50
MAY 19 1982

MAY 08 1982

Dated: _____ Sears, Roebuck and Company
Name of Secured Party

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

1300

Mailed to Secured Party

AH B
13 82

CROSS INDEXED IN LAND RECORDS

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

Roll No. Liber 388 Page No. 163
Identification No. 218868 Dated 6/19/78

1. Debtor(s) { Joseph B. and Ann T. McDade
Name or Names—Print or Type
26 Colonial Dr., Linthicum, MD 21090
Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p><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>

RECORD FEE 13.00
POSTAGE .50
MAY 19 1978

1988 MAY 19 09:10:58

D. E. CLERK
BL CLERK

MAY 08 1988

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

1300

Mailed to Secured Party

A.A. Co
1350

CROSS INDEXED IN LAND RECORDS

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

Roll No. Book 471 Page No. 417
Identification No. 251250 Dated 3/15/84

1. Debtor(s) { George L. Wise
Name or Names—Print or Type
767 220th St., Pasadena, MD 21122
Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/></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>

RECORDED IN 1986 MAY 19 10:58

BL
CLERK

✓
C.L.
CLERK

RECORD FEE 12.00
POSTAGE .50
MAY 19 1986

MAY 08 1986

Dated: _____ Sears, Roebuck and Company
Name of Secured Party
[Signature]
Signature of Secured Party
J.D. Althouse-Credit Central Oper. Mgr.
Type or Print (Include Title if Company)

1208
50

Mailed to Secured Party

AAA Co
1250

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 493

Page No. 5

Identification No. 259705

Dated 12/24/85

1. Debtor(s) { Leopoldo E. Rugel, Sr.
Name or Names—Print or Type
211 Mansion Rd., Linthicum, MD 21090
Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/></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 MAY 19 PM 10:58

D.E. CLERK

BL CLERK

Mailed to Secured Party

Dated: MAY 08 1986

Sears, Roebuck and Company
Name of Secured Party

Signature of Secured Party

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

1250

AA 20
1250

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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 BRADY'S EXCAVATING, INC.
Address 314 Salisbury Road, Edgewater, MD 21037

2. SECURED PARTY

Name State Equipment, Div of SECORP NATIONAL INC.
Address 1400 Joh Ave, Baltimore, MD 21227

ASSIGNEE----Dresser Leasing Corporation, 3201 North Wolf Road, Franklin Park, IL 60131
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

- One (1) New Dresser Crawler Loader, Model 175C, Serial Number 4087, with all standard equipment.
- One (1) New Dresser Crawler Dozer, Model TD15C, Serial Number 6381, with all standard equipment.

RECORD FEE 11.00
POSTAGE .50
MAY 19 11 36 AM '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)

Brady's Excavating, Inc.

Russell Brady Pres.
(Signature of Debtor)

Russell Brady, Pres

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

State Eq., Div. Secorp National, Inc.

Glenn S. Conklin
(Signature of Secured Party)

Glenn S. Conklin, Gen. Mgr.

Type or Print Above Signature on Above Line

1986 MAY 19 AM 10:58
E. ANNE E. COLLIER
MAY 19 1986

FORM 495 PAGE 170

261920

BJ2501Yd64

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) BAW CO. 1230 CRONSON BLVD. CROFTON, MD 21114	2. Secured Party(ies) and Address(es) Ford Motor Credit Company 2401 Research Blvd. Rockville, Maryland 20850
--	--

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

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

1 NEW FORD COMPACT LOADER CL-45 SERIAL# YC01341
1 NEW FORD TRACTOR LOADER BACKHOE # 555B SERIAL # C749757

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

BAW CO.

Benedict A. Widmer
(SIGNATURE OF DEBTOR)

BENEDICT A. WIDMER (owner)

Judith A. Miller
(SIGNATURE OF DEBTOR)

JUDITH A. MILLER

Ford Motor Credit Company

(NAME OF SECURED PARTY)

BY: *W. Royce Howsare*

W. Royce Howsare, Assistant Br. Manager

PRINTED IN U.S.A.

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

1350

Mailed to Secured Party



1966 MAY 19 AM 10:58

1301

BOOK 498 PAGE 171

261903

[TO BE CROSS INDEXED]

- To be recorded
- (1) in the Financing Statement Records of Anne Arundel County
 - (2) in the Land Records of Anne Arundel County
 - (3) with State Department of Assessments and Taxation

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY ARTICLE 81, SECTIONS 277 AND 278 ANNOTATED CODE OF MARYLAND AS AMENDED

FINANCING STATEMENT

RECORD FEE 25.00
 POSTAGE 20
 10004 1345 801 34458
 MAY 19 86

1. Debtor: Address of Debtor:
 Benito A. Troiano and 1621 Millersville Road
 Joan C. Troiano, Millersville, Maryland 20705
 husband and wife

2. Secured Party: Address of Secured Party:
 SOVRAN BANK/MARYLAND, 6610 Rockledge Drive
 a banking institution Bethesda, Maryland 20817

3. This Financing Statement covers all of the Debtor's right title and interest in and to the following:

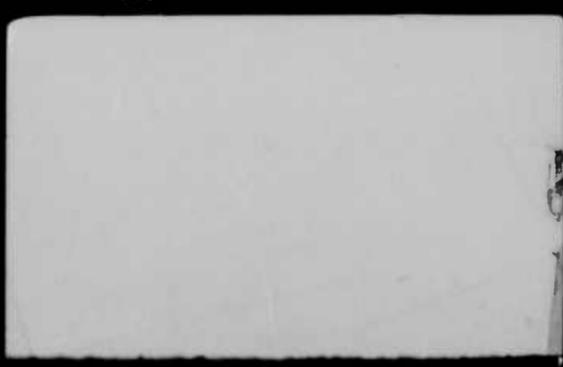
3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the land and now owned or hereafter acquired by the Debtor,

3.1.1. including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump

2530

1986 MAY 19 PM 3:02

E-1-CITY COLLISION
CLERK



pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment security systems and all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

3.1.2. excluding (a) inventory and work in process, and (b) consumable goods, trade fixtures or other personal property owned by any tenant occupying any or all of the Real Property.

3.2. Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

3.3. Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion thereof, or any or all of the other property described in this Financing Statement.

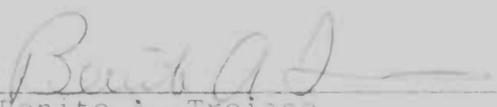
3.4. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of any or all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately before the expiration of such terms.

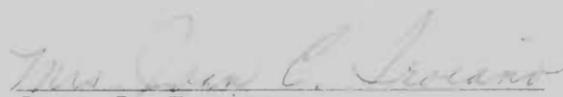
3.5. Any and all leases and subleases, and any and all remedies hereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the use and occupation of any or all of the Real Property, and any and all extensions or renewals thereof, and any and all supplements and modifications thereto.

4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to or for the benefit of the Secured Party, under the provisions of a Deed of Trust of even date herewith by and between the Secured Party and the Debtor, evidencing a loan in the amount of \$200,000.00 made by the Secured Party to the Debtor pursuant to the provisions of the Deed of Trust.
5. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.
6. The Land consists of all of that land, situate and lying in Anne Arundel County, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Debtor:

Dated: May 12, 1986


Benito A. Troiano


Joan C. Troiano

Mr. Clerk: Please return to:

Matthew D. Osnos, Esquire
O'Malley, Miles, McCarthy,
& Harrell
89 Commerce Place
P.O. Box 900
Upper Marlboro, MD 20772

SIDNEY P. HOFFMAN & ASSOCIATES
 Land Surveyors
 6219 Baltimore Avenue
 Riverdale, Maryland

DESCRIPTION
 PART OF PROPERTY OF
 CLAIRE STALFORD EWALT
 BEING
 PART OF LOT NO. 1 OF THE SUBDIVISION
 OF THE "ANNE ARUNDEL ACADEMY TRACT"
 NEAR MILLERSVILLE
 ANNE ARUNDEL COUNTY, MARYLAND

All that piece or parcel of land, situate, lying and being in the 4th Election District of Anne Arundel County, Maryland, being part of Lot No. 1 of the subdivision of the "Anne Arundel Academy Tract" near Millersville as shown on a plat of survey prepared by J. Revell Carr dated June 1934 and recorded Equity Case #6794, said piece or parcel of land being part of that tract of land described in a conveyance by MIRIAM I. GRESSER, unmarried, to CLAIRE STALFORD EWALT by deed dated November 20, 1942 and recorded among the Land Records of Anne Arundel County, Maryland in Liber J.H.H. 324 at Folio 97 and being more particularly described as follows:

Beginning for the same at a pipe set on the South side of the existing county road to Millersville, said point being at the end of the 3rd or North $74^{\circ} 52' 00''$ West 258.92 foot line of the aforesaid conveyance described in Liber J.H.H. 324 at Folio 97, thence running with the 4th and 5th lines of said conveyance and near the East side of a ditch

- (1) South $45^{\circ} 01' 00''$ West 804.94 feet to a point, said point being on the centerline of the Washington, Baltimore and Annapolis (South Shore Branch) Railroad Right of Way as delineated on said Right of Way Plat No. 316-C, thence running with said centerline and with part of the 6th line of the aforesaid conveyance
- (2) South $57^{\circ} 39' 30''$ East 591.47 feet to a point on the aforesaid 6th line, thence leaving the centerline of said Right of Way and running to cross and include part of Lot 1 as described in Liber J.H.H. 324 at Folio 97
- (3) North $15^{\circ} 49' 50''$ East 175.71 feet to a pipe set, thence
- (4) North $27^{\circ} 17' 30''$ East 709.08 feet to a pipe set on the South side of the aforesaid existing county road to Millersville, said point being on the 2nd or North $70^{\circ} 47' 00''$ West 207.36 foot line of the aforesaid Liber J.H.H. 324 at Folio 97, 56.65 feet from the end thereof, thence running along the South side of said road and with part of the said 2nd line
- (5) North $70^{\circ} 47' 00''$ West 56.65 feet to a pipe set, thence running with the 3rd line of Liber J.H.H. 324 at Folio 97

Description, Part of Property of
 Claire Stalfort Exalt Being
 Part of Lot No. 1 of the Subdivision
 of the "Anne Arundel Academy Tract"
 Near Millersville
 Anne Arundel County, Maryland
 Page 2

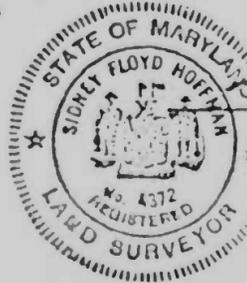
- (6) North 74° 52' 00" West 258.92 feet to the place of beginning containing a computed area of 8.2123 acres of land, more or less, in accordance with a survey prepared by Sidney F. Hoffman and Associates dated Sept., 1966.

Subject to the following described area within the aforesaid Right of Way of the Washington, Baltimore and Annapolis Railroad as shown on Plat No. 316-C.

Beginning for the same at the end of the 1st line of the herein described 8.2123 acre tract and thence running with the centerline of said Right of Way

- (1) South 57° 39' 30" East 591.47 feet to a point, said point being at the end of the 2nd line of the herein described 8.2123 acre tract, thence running with part of the 3rd line of same
- (2) North 15° 49' 50" East 25.26 feet to a pipe set on the most Northerly Right of Way Line, thence running with the most Northerly Right of Way Line as shown on the aforesaid Right of Way Plat No. 316-C
- (3) North 57° 45' 57" West 121.33 feet to a pipe set on the said Northerly Right of Way Line opposite Centerline Station 535 + 10.4 of said plat 24 feet North from the center thereof, thence
- (4) North 59° 56' 58" West 200.15 feet to a pipe set opposite Centerline Station 533 + 10.40 of said plat 16 feet North from the center thereof, thence
- (5) North 57° 39' 30" West 259.37 feet to a pipe set on the most Northerly Right of Way Line, said pipe being on the 1st line of the herein described 8.2123 acre tract, 16.39 feet from the end thereof, thence running with part of the said 1st line
- (6) South 45° 01' 00" West 16.39 feet to the place of beginning containing a computed area of 0.2568 acres, more or less, within the said Right of Way.

Subject to an existing private road for ingress and egress over the herein described lands as recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 826 at Folio 339.



Sidney F. Hoffman
 Sidney F. Hoffman
 Registered Land Surveyor
 Maryland No. 4372

Mailed to Secured Party



SECOND NATIONAL Building & Loan

261921

FINANCING STATEMENT

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:

Champion Liquors
321 Beaumont Avenue
Baltimore, Md. 21228

2. Name of Secured Party (or Assignee) and address:

Second National Building and Loan, Inc.
Route 50 & Phillip Morris Drive
Post Office Box 2558
Salisbury, MD 21801

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

All equipment, inventory, and fixtures

RECORD FEE 11.00
POSTAGE .50
MAY 19 86

4. 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 \$ _____
- (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.

1986 MAY 19 PM 3:34
F. AUGUST COLLISON
CLERK

Debtor(s)
 ✓ Vernon R. Stettin President
 ✓ Kevin S. Pippin Secretary

Secured Party:
 BY: Michael T. McGraw
 (Authorized Signature)
 Michael T. McGraw/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.)

DATED: May 6, 19, 86

Jeanette Young
 Notary Public
 REV. 2/84

Sworn to before me this 6th day of May, 1986. My Commission expires 7/1/86.

11-
L

Mailed to Secured Party

261922

BOOK 498 PAGE 177

Date: May 1, 1986

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).

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input checked="" type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 52,50
<input checked="" type="checkbox"/> NOT TO BE		<input type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

1. Debtor(s):

Stanley Tsai
Name or Names—Print or Type
24 Sommerfield Road, Baltimore, Maryland 21207
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:

Sathipol Lapsonthop (also known as Lap Son Thop)
Name or Names—Print or Type
702 St. Paul St., Apt. 132, Baltimore, Md. 21202
Address—Street No., City - County State Zip Code

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

Amount Secured - \$7,500.00
Chattels, furniture, equipment and replacements thereof of a Chinese restaurant to be known as Dragon Garden, Inc., located at 685 Old Mill Rd., Millersville, Anne Arundel County, Md.

~~As if a bank recorded personal property to be added to real property described hereon~~

Debtor shall have the privilege of prepayment at any time without additional interest or penalty.

RECORD FEE 11.00
RECORD TAX 52.50
POSTAGE .50
MAY 19 1986

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

DEBTOR(S)	SECURED PARTY:
Stanley Tsai (Signature of Debtor)	Sathipol Lapsonthop (also known as Lap Son Thop) (Signature of Secured Party)
Type or Print	Type or Print (Include title if Company)
(Signature of Debtor)	
Type or Print	

To THE FILING OFFICER: After this statement has been recorded please mail the same to:
Maurice M. Bassan, Esq., 712 Court Square Bldg., Baltimore, Md. 21202

9

Lucas Bros. Form F-1

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

Mailed to Secured Party

Dated May 1, 1986

11.00
52.50
50

Sathipol Lapsonthop
(also known as Lap Son Thop)

MAY 19 1986 3:45
Baltimore Collection

BOOK 498 PAGE 178

JOSEPH LIN, Secured Party

SUTHIPOL LAPSOMPHOP, Debtor

Chattel Records of Anne Arundel County, Liber 490, folio 128, File #258607.

TERMINATION STATEMENT

Rockville, Md.
May 8, 1986

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 Financing Statement recorded among the Chattel Records of Anne Arundel County on September 26, 1985, in Liber 490, page 128, bearing Identifying File #258607, has been fully paid and the collateral described in said Financing Statement is hereby released.

Joe F. T. Lin (SEAL)

Joseph Lin
(also known as Joseph Fu-Teh Lin)
c/o Chang Yen Lee
1400 Gerard St.
Rockville, Md. 20850

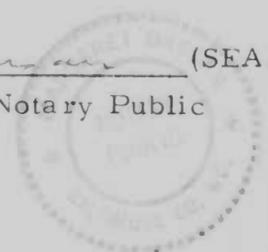
Sworn to and deposed to before me on this 8 day of May, 1986.

RECORD FEE 10.00
POSTAGE .50
#258607 (237) 802 715-45
MAY 19 1986

Margaret Bassan (SEAL)

Margaret Bassan, Notary Public

My commission expires: 7/1/86



Mailed to Secured Party

10-22

1986 MAY 19 PM 3:45
E. KAPPE & COLLISON
CLERK

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 478

Page No. 508

Identification No. 254232

Dated October 17, 1984

- 1. Debtor(s) { St. James Construction Co., Inc.
Name or Names — Print or Type
P.O. Box 611 Severna Park Maryland 21146
Address — Street No. City - County State Zip Code
- 2. Secured Party { The First National Bank of Maryland
Name or Names—Print or Type
John W. McClean and Anna M. Marcellino, Trustees
P.O. Box 1596 Baltimore Maryland 21203
Address—Street No. City - County State Zip Code
- 3. Maturity Date (if any) _____
- 4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.



1985 MAY 21 AM 10:32

RECORD FEE 10.00
POSTAGE .50
#24122 0055 R02 110:27
MAY 20 116

Mailed to Secured Party

Dated: April 21, 1986

The First National Bank of Maryland
(Name of Secured Party)

Thomas D. Knapp
(Signature of Secured Party)

Thomas D. Knapp, Vice President
Type or Print (Include Title if Company)

1000
25

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

May 9, 19 86

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. 237553 Dated 23 April 1981

in the Office of Anne Arundel County, Maryland
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME William A. Dabbs, Jr. and Gail A. Dabbs

ADDRESS 640 Magothy View Drive

Arnold, Maryland 21012

RECORD FEE 10.00
POSTAGE .50
#24127 0055 802 110:27
MAY 20 1986

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.

1986 MAY 20 AM 10:32



NAVY FEDERAL CREDIT UNION
Secured Party

By: Robert P. Strassheim
(Authorized Signature)
Robert P. Strassheim

Mailed to Secured Party ASSISTANT TREASURER
(Title)

100/50



61100

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

May 14, 1980

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. 998911 in Office of Lawrence
(Filing Officer) AA DeMo
Debtor or Debtors (name and Address):
Libby 498 404 HOWARD BARNETT + JUNE S. BARNETT
8500 Jenkins Rd
Fahadena MO 63102
(County and State)

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

HOUSEHOLD FINANCE CORPORATION
AND SUBSIDIARY COMPANIES
701 RICHIE HWY.
GLEN BURNIE, MD. 21061

1511101 20 AM 10:37

MAY 29 1980
POSTAGE
RECORDS
48102 CRT POL 10845
10:00
1.50

Mailed to Secured Party

984949

9008 498 PAGE 182

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

May 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. 858210 in Office of Peter W. Lovett, Esq. (Filing Officer) Anne Arundel County and State
Debtor or Debtors (name and Address): Liberty 498 Page 285
Paula L. Bricker
1992 Kahlmeyer Blvd
Crestwood, MD 21117

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
Mail to [Signature]



Form 91 MD (3-79)

1986 MAY 20 PM 10:37
408103 CITY R01 18:44
POSTAGE
1986

984186

BOOK 498 PAGE 183

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

May 14, 1988

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. 241658 in Office of W. Garrell Harrison, AA Com. (County and State)
(Filing Officer)

Debtor or Debtors (name and Address): SAMUEL V. LEAKE

MARCIA LEAKE
9998 TICE HILL RD
PRAIRIE RIDGE, MD 21753

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.

[Handwritten signature]

By *[Signature]* Secured Party
Its Branch Office Manager

Mail to

Form 91 MD (3-79)

REGISTRATION FEE 10.00
POSTAGE .50
MAY 20 1988



MAY 20 AM 10:37

FILING CLERK

STATE OF MARYLAND

BOOK 498 PAGE 184

Anne Arundel
County Clerk

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259950

RECORDED IN LIBER 493 FOLIO ON Jan 10, 1986 (DATE)

1. DEBTOR

Name Consumer Food Service of Maryland, Inc.
Address 152 Tices Lane, East Brunswick, NJ 08816

2. SECURED PARTY

Name TriContinental Leasing Corporation, P.O.Box 907
Address 95 North Route 17 South, Paramus, New Jersey 07653

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Equipment & Equipment Location: As per original filing Lease #26559 (#206) kf Assignee: Investors Savings & Loan Association Milburn, New Jersey 07041</p>	

10.00
30
MAY 20 1986

CLERK
C.L.

1986 MAY 20 AM 10:38

Dated _____

[Signature]

(Signature of Secured Party)

TriContinental Leasing Corporation
Type or Print Above Name on Above Line

Mailed to Secured Party



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

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

RECORDED IN LIBER 493-473 FOLIO _____ ON January 10, 1986 (DATE)

1. DEBTOR

Name Consumer Food Service of Maryland, Inc.

Address 152 Tices Lane, East Brunswick, New Jersey 08816

2. SECURED PARTY

Name TriContinental Leasing Corporation P.O. Box 907

Address 95 North Route 17 South Paramus, New Jersey 07653

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: right;">Anne Arundel County Clerk</p> <p>Equipment & Equipment Location: As per original filing Lease #26558 (#206) kf Assignee: Investors Savings & Loan Association 249 Millburn Avenue, Millburn, New Jersey 07041</p>	

1028

Dated _____

[Signature]
(Signature of Secured Party)

TriContinental Leasing Corporation
Type or Print Above Name on Above Line

Mailed to Secured Party

1986 NOV 10 AM 10:38



BOOK 498 PAGE 186
MARYLAND NATIONAL BANK
 We want you to grow.SM

00540
 33,000.00
 4/29/86
 501200
 00000
 652131

261904

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 \$ 26,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to _____

5. Debtor(s) Name(s) _____ Address(es) _____
 Novatec, Inc. 222 E. Thomas Ave.
 Baltimore, Maryland 21225

6. Secured Party _____ Address _____
 Maryland National Bank 7310 Ritchie Highway
 Attention: F. Hughes Glen Burnie, Maryland 21061

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.

Novatec, Inc.
Lawrence F. DeBaugh, Pres. (Seal)
Michael J. Conron, Sec. Treas. (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
M. Faye Hughes, Sr. (Seal)
 M. Faye Hughes, Sr. Branch Officer
 Type name and title

RECORD FEE 11.00
 RECORD TAX 182.00
 POSTAGE .50
 48107 CTT 001 T08150
 MAY 20 86

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

182-52

Mailed to Secured Party
 1986 MAY 20 AM 10:38
 E. AUBREY COLLISON
 CLERK

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

SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 11,264.00*
 NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 11,264.00*

*See Attached Certificate for Allocation

FINANCING STATEMENT

1. Debtor(s):

Swallow Industries of Maryland, Inc.
Name or Names—Print or Type

2-A Village Green Crofton MD 21114
Address—Street No., City - County State Zip Code

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

2. Secured Party:

Magnetics, Inc.
Name or Names—Print or Type

3000 Preston Street Baltimore MD 21213
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All of the Debtor's combined present & future accounts, accounts receivable, contract rights, inventory, general intangibles, things in action, chattel paper, instruments, mortgages, & returned, rejected, repurchased, & repossessed goods, equipment, all money due or to become due to Debtor, & the books & records relating to, and the proceeds of the foregoing in any form whatsoever.

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

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

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

DEBTOR(S): William K. Branham (Signature of Debtor)
Swallow Industries of Maryland, Inc.
By: William K. Branham - President (Type or Print)

SECURED PARTY: Magnetics, Inc. (Company, if applicable)
Phil Katz - Vice President (Signature of Secured Party)
Phil Katz - Vice President (Type or Print (Include title if Company))

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

Name and Address _____

11.00
14.00
50

REGISTERED BY
 ESTATE
 1508 MAR 20 AM 10:39
 MAY 20 1966

CERTIFICATE FOR ALLOCATION
OF MARYLAND RECORDATION TAX

Date: May 13, 1986

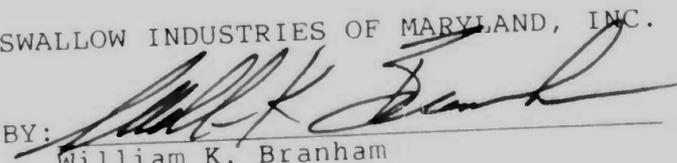
TO: CLERK, CIRCUIT COURT FOR ANNE ARUNDEL COUNTY
RE: Credit in the principal amount of \$11,264.00 to Swallow Industries of Maryland, Inc., from Magnetics, Inc.

With respect to the above-referenced credit obligation and to the personal property (the "Collateral") securing that credit, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- | | |
|---|-------------|
| 1. Value of exempt Collateral | \$29,000.00 |
| 2. Value of non-exempt Collateral | \$ 5,000.00 |
| 3. Total Value of Collateral | \$34,000.00 |
| 4. Computation of Amount of Debt Exempt from Recordation Tax: | |

<u>Value of Exempt Collateral</u>	X	Total Amount	=	Amount of
Total Collateral		of Debt		Debt Exempt
\$29,000	X	Secured		from Tax
<u>\$34,000</u>		\$11,264.00	=	\$9,607.53
5. Amount of Non-Exempt Debt:		\$ 1,656.47		
6. Recordation Tax				
Due on Non-Exempt Debt:				
<u>\$1656.47 (rounded up)</u>	X	\$ 3.50	=	\$ 14.00
\$500				

SWALLOW INDUSTRIES OF MARYLAND, INC.

BY: 
William K. Branham
President

0833h/1

Mailed to Secured Party

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

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ (Guaranty)

FINANCING STATEMENT

1. Debtor(s):

Ann Branham, Ind. and t/a Village Green Office Supply Mart
 Name or Names—Print or Type

<u>2-A Village Green</u>	<u>Crofton</u>	<u>MD</u>	<u>21114 (business)</u>
Address—Street No.,	City - County	State	Zip Code
<u>1807 Regents Park Rd.</u>	<u>Crofton</u>	<u>MD</u>	<u>21114 (residence)</u>
Address—Street No.,	City - County	State	Zip Code

William K. Branham
 Name or Names—Print or Type

<u>1807 Regents Park Rd.</u>	<u>Crofton</u>	<u>MD</u>	<u>21114</u>
Address—Street No.,	City - County	State	Zip Code

2. Secured Party:

Magnetics, Inc.
 Name or Names—Print or Type

<u>3000 Preston Street</u>	<u>Baltimore</u>	<u>MD</u>	<u>21213</u>
Address—Street No.,	City - County	State	Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All of Debtor's combined present & future accounts, accounts receivable, contract rights, inventory, general intangibles, things in action, chattel paper, instruments, mortgages, and returned, rejected, repurchased, & repossessed goods, equipment, all money due or to become due to Debtor, & the books & records relating to, and the proceeds of the foregoing in any form whatsoever.

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

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

Ann Branham
 (Signature of Debtor)
 Ann Branham, ind. and t/a Village Green Office Supply Mart
 Type or Print

William K. Branham
 (Signature of Debtor)
 William K. Branham
 Type or Print

SECURED PARTY:

Magnetics, Inc.
 (Company, if applicable)

Phil Katz - Vice President
 (Signature of Secured Party)
 Type or Print (Include title if Company)

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

Name and Address _____

Loans Bros. Form F-1

Mailed to Secured Party

1200 50

RECORDING FEE 12.00
 POSTAGE 50
 MAY 20 1986

RECEIVED
 MAY 20 1986

BOOK 498 PAGE 190

91907

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

Not Subject To Recordation Tax

FINANCING STATEMENT
(Maryland -U.C.C.-1)

1. **DEBTOR:**

TIRE ENGINEERING, INC.
169 Defense Highway
Annapolis, Maryland 21401
And
Dover Road
Easton, Maryland 21601

RECORDED FEE 1.50
INDEX FEE .75
TOTAL FEE 2.25

2. **SECURED PARTY:**

THE FIRST NATIONAL BANK OF MARYLAND
25 South Charles Street
Baltimore, Maryland 21201

Attention: Michael J. Hullinger,
Senior Loan Executive

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 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 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

1500 MAY 20 AM 10:39



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 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) General intangibles in the form of patents, trademarks, tradenames, service marks and copyrights, (together with the right to sue for past, present, or future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon);
 - (x) All machinery, leasehold improvements, options to purchase, rights of first refusal, computers, computer hardware, computer software;
 - (xi) General Intangibles in the form of goodwill; and
 - (xii) 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.

BOD: 498 PAGE 192

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.

DEBTOR:

TIRE ENGINEERING, INC.
A Maryland Corporation

By: *J. Davidge Warfield* (SEAL)
J. DAVIDGE WARFIELD,
President

Date: May 6, 1986

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

Jan Greenspan
Gebhardt & Smith
Ninth Floor
The World Trade Center
Baltimore, Maryland 21202
File No.: (JT) 5436

Mail to _____

5436
O-0.19

261871

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 4-28-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name REEVES, Albert C.
Address Box 179, Richwood, NJ 08074

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 42' Gibson fiberglass hull #GBN42838C686
1986 Twin 270 HP Crusader gas engines

Home anchorage/winter: Deale, 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)

Albert C. Reeves
(Signature of Debtor)

Albert C. Reeves
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]

(Signature of Secured Party)
First Commercial Corporation

Type or Print Above Signature on Above Line

Mailed to Secured Party

1986 MAY 20 AM 10:39

Anne Arwede
5/15/86

11.50

 Maryland Financing Statement All information must be typewritten or printed in ink		File No.
(Not to Be) XXXX Recorded in the Land Records.* <small>strike in applicable words</small>		
XXXX Debtor(s) Name(s) and Address(es) (Lessee) C. W. Kline, Inc. 1651 Crofton Blvd. Crofton, Anne Arundel, MD 21114	XXXXXX Secured Party Name and Address (Lessor) Kline, Clair Walter & Kline, Margaret Bell 12711 Hoven Lane Bowie, MD 20716	
Assignee of Secured Party XXXX Koons Leasing, Inc. P.O. Box 725 Falls Church, VA 22046	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) New Nissian C-5000 Forklift S/N CPF02A25V-026582 "This financing statement is being filed as a matter of public record to show equipment lease between above parties covering the new Nissian C-5000 Forklift S/N CPF02A25V-026582"		
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>C. W. Kline, Inc.</u>	Secured Party <u>Clair Walter Kline & Margaret Bell Kline</u>	
BY <u>Clair Walter Kline</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>Margaret Belle Kline</u>	
<u>CW Kline</u> Type or print name(s) of person(s) signing	<u>Walter Kline & Margaret Kline</u> Type or print name of person signing	

RECORD FEE 11.00
 POSTAGE .50
 MAY 20 1966
 MAY 20 1966

Mailed to Assignee

1966 MAY 20 AM 10:40

RECORDS & COLLISION

1250

BOOK 498 PAGE 195

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No. 261872
(Not to Be) (X) Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es)	Secured Party Name and Address	
Kline, Clair Walter & Kline, Margaret Bell 12711 Hoven Lane Bowie, Anne Arundel, MD 20716	Koons Leasing, Inc. P.O. Box 725 Falls Church, VA 22046	
Assignee of Secured Party	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
C.I.T. Corporation 1301 York Road Lutherville, MD 21093		
This Financing Statement covers the following types (or items) of property: Lease between Clair W. & Margaret B. Kline (Lessor) and C.W. Kline (Lessee) dated 11/13/1984 covering the collateral listed. Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) New Nissan C-5000 Forklift S/N CPF02A25V-026582 "and all leases, other chattel paper, rentals, and other income related thereto and arising therefrom, and all cash and non-cash proceeds thereof." "The debtor hereby assigns to the secured party all of debtor's right, title, and interest in the property covered by this Agreement as security for the indebtedness set forth in said Agreement."		
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)		
<p style="text-align: center;">The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any reference herein to "C.I.T. Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."</p>		
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) Clair Walter Kline & Margaret Bell Kline BY <u>Clair Walter Kline</u> TITLE <u>OWNER</u> BY <u>Margaret Bell Kline</u> TITLE <u>OWNER</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>Clair Walter Kline & Margaret Bell Kline</u> <small>Type or print name(s) of person(s) signing</small>	Secured Party Koons Leasing, Inc. BY <u>Arthur E. Hersh, Pres.</u> <u>ARTHUR E. HERSH</u> <small>Type or print name of person signing</small>	

12.00
 .50
 MAY 20 1986

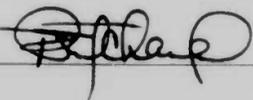
Mailed to Assignee

1986 MAY 20 AM 10:40

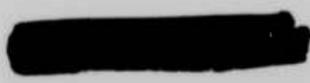
E. H. COLLISON

800 498 PAGE 136

261874

Check if applicable <input type="checkbox"/> TO BE RECORDED IN THE LAND RECORDS	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code	
Maturity date (if any):	
1. Debtor(s) Name (Last Name First) Diversified Services, Inc.	2. Debtor(s) Complete Address(es) Baltimore International Airport Baltimore, MD 21240
3. & 4. Secured Party (ies) and Complete Address(es) GENERAL MOTORS ACCEPTANCE CORPORATION 14875 NW 77th Ave Miami Lakes, Fl. 33014	5. & 6. Assignee(s) of Secured Party (ies) and Complete Address(es)
7. This financing statement covers the following types (or items) of property: (Describe) General intangibles, contract rights, chattel paper, accounts and assignment of account including, but not limited to those arising out of the sale or lease of motor vehicles, trailers, semi-trailers including rents receivable under lease and rental agreements.	
8a. (X) Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented. ()	
State Department of Taxation and Assessments	
Filed with Circuit Court Clerk of <u>Baltimore City</u> County; Other _____	
9. Transaction is (), is not (X), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____	
10. This statement to be returned after recordation to Secured Party, shown above or to <u>GMAC (L.Lennox)</u> <u>PO Box 5500 Miami Lakes, Fl. 33014</u>	
Signature(s) of Debtor(s) <u>Diversified Services, Inc.</u>	Signature(s) of Secured Party (ies) or Assignee(s) <u>General Motors Acceptance Corp.</u>
By: _____	By: 
FILING OFFICER COPY	
Type or Print Names Clearly Below Signature.	
GMAC UCCI Md. 4-74	

NOT FOR PUBLICATION



1986 MAY 20 AM 10:40

Mailed to Assignee

E. ADAM COLLISON
CLERK



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated May 9, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WESLEY J. WHITE T/A JAY'S CONTRACTING CO.
Address 414 Morris Hill Ave., Glen Burnie, MD. 21061

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

1 - Lee Boy Paver Model L1000ST, SN 1036
and all attachments and accessories thereto.

RECORD FEE 12.00
POSTAGE .50
MAY 20 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)

WESLEY J. WHITE T/A
JAY'S CONTRACTING CO.

Wesley J. White
(Signature of Debtor)
Wesley J. White

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

INGERSOLL RAND EQUIPMENT SALES

Bradley W. Berger
(Signature of Secured Party)

BRADLEY W. BERGER, Office Mgr.

Type or Print Above Name on Above Line

12⁰⁰
50.

498 PAGE 198

261877

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) Wiin Health Systems 2128 Espey Court Crofton, Maryland 21114	2 Secured Party(ies) and Address(es) State National Bank of Maryland Route #3, P.O. Box 300 Millersville, Maryland 21108	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: NO RECORDATION TAX See Attached Schedule CONDITIONAL SALE		5 Assignee(s) of Secured Party and Address(es)

RECORDS FEE 11.00
 109141 5777 801 104:35
 MAY 20 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:

Wiin Health Systems By: <u>[Signature]</u> Signature(s) of Debtor(s)	State National Bank of Maryland By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
--	---

Filing Officer Copy — Alphabetical

603469 Rev. 12-80



1986 NOV 27 AM 10:40

LEASE ITEMIZATION

HARDWARE and SOFTWARE PURCHASED

1. General Automation
2. Apple Computer MACINTOSH
3. General Accounting Software (GAAP)
3. Itemization Attached

NEW HARDWARE AND SOFTWARE ESTIMATE

1. IBM AT COMPUTER (3)
2. Software required for Computer
3. TECMAR Tape Drive + 20 tape
4. ITT-XTPA Computers (2)
5. Miscellaneous Hardware Components

Mailed to Secured Party

261878

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 \$ 35,000.00. 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 for Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 L.R. Willson & Sons, Inc. 773 Annapolis, Road
 Gambrills, Maryland 21054-0227

6. Secured Party Address
 Equitable Bank, National Association 100 S. Charles Street, 3rd floor
 Attention: Sandra Ford Baltimore, Maryland
 Loan Documentation Assistant

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

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

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

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

Debtors
 L.R. Willson & Sons, Inc. (Seal)
 BY: Leonard R. Willson (Seal)
 Leonard R. Willson, President

RECORD FEE 11.00
 RECORD TAX 245.00
 POSTAGE 1.50
 BY: Donald E. Willson (Seal)
 Donald E. Willson, 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)

108142 0777 ROL 109437
MAY 20 1986

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

1986 MAY 20 AM 10:40

E. ARUNDEL COUNTY CLERK

SCHEDULE A BOOK 498 PAGE 201

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 L.R. Willson & sons, Inc., a Maryland Corporation.

7.F Specific Equipment

1979 P & H Omega 20 ton crane

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

Mailed to Secured Party

(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 Underdog Productions, Inc.
 (Name or Names)
965 Generals Highway, Crownsville, Maryland 21032
 (Address)

LESSEE _____
 (Name or Names)

 (Address)

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

3. ASSIGNEE (if any)
 of LESSOR _____
 (Name or Names)

 (Address)

4. This financing Statement covers the following types (or items) of property:
 One - Sharp SF-7100 Copier
 Serial number 5620780X

Mailed to Secured Party

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

LESSEE	LESSOR
<u>Underdog Productions, Inc.</u>	<u>CHESAPEAKE INDUSTRIAL LEASING CO., INC.</u>
By: <u>Frank D. Buckler - Pres.</u>	By: <u>Brian G. Connelly</u> Manager
Frank D. Buckler (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)	



FINANCING STATEMENT

File No

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

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>GENERAL MARKETING CORPORATION t/a ABLE T.V. RENTALS and BEST T.V. RENTALS Suite 100 3420 Donnell Drive Forestville, Maryland 20747</p> <p>Addresses listed on attached list of Debtor's Addresses</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>Louis R. Seo, Jr. 676 Reef Road Vero Beach, Florida 32963</p>
	<p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>

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

See attached Schedule A

- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: two
- 6. This transaction (is) (is not) exempt from the recordation tax
Principal amount of debt initially incurred is: _____
- 7. RETURN TO: Weinberg and Green (E.F.P.)
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

GENERAL MARKETING CORPORATION
(Type Name)

By: Michael D. Morris

Michael D. Morris, President
(Type Name and Title of Person Signing)

(Date Signed by Debtor) . 19__

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

RECORDED
INDEXED
MAY 20 1982
306



1300 MAY 20 AM 10:40
E. AUSTIN & ASSOCIATES
FILING CLERK



LIST OF DEBTOR'S ADDRESSES

Best T.V. Rentals
5711 Riverdale Road
Riverdale, Maryland 20840

Best T.V. Rentals
7736 Old Marlboro Pike
Forestville, Maryland 20747

Able T.V. Rentals
9107 Central Avenue
Capital Heights, Maryland 20743

Best T.V. Rentals
5441 Reisterstown Road
Baltimore, Maryland 21215

Best T.V. Rentals
3913 Erdman Avenue
Baltimore, Maryland 21213

Best T.V. Rentals
5055 Ritchie Highway
Brooklyn Park, Maryland 21225

Able T.V. Rentals
51011 Indian Head Highway
East Dover Shopping Center
Oxen Hill, Maryland 20745

SCHEDULE A

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

All present and future right, title and interest which Debtor has or may have in the Inventory and Receivables (as those terms are hereinafter defined) and all of Debtor's other personal property of every kind and nature, used in Debtor's Business (as hereinafter defined) wherever located, and all proceeds and products thereof, including without limitation all proceeds of fire, credit and other insurance.

As used herein, the following words shall have the following meanings.

(a) "Debtor's Business": All retail stores operated by Debtor (which presently operates in the states of Maryland, Virginia, Pennsylvania, Ohio, Illinois and Michigan).

(b) "Inventory": All of Debtor's inventory, goods, merchandise, raw materials and other tangible personal property held by Debtor for sale furnished or to be furnished under contracts of service, used or consumed in Debtor's Business or all documents of title (whether negotiable or non-negotiable) representing any of the foregoing, all proceeds thereof, and any of the foregoing types of property in which the Debtor has any interest.

(c) "Receivables": All of Debtor's present and future accounts, documents, chattel paper, tax refunds, contract rights, rental contracts and/or lease agreements and general intangibles.

Mailed to Secured Party

BOOK 498 PAGE 206 261880

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) Franki Foundation Company 920 Statler Office Building Boston, Massachusetts 02116	2 Secured Party(ies) and address(es) The First National Bank of Boston 100 Federal Street Boston, Massachusetts 02106	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORDED 11:00 MAY 3 1980

7. This financing statement covers the following types (or items) of property: All accounts, accounts receivable; inventory; general intangibles; equipment; goods; fixtures; books, records, and information relating to the Collateral and/or Debtor; instruments; documents of title; documents; insurance proceeds relating to the Collateral; and tax refunds, all whether now owned or in which the Debtor obtains an interest, and the proceeds, products, and accessions of the foregoing. Proceeds includes, without limitation, insurance proceeds and each type of property described above, located at Cronson Blvd., State Rte. 3, Crofton, MD 21114.

FILED WITH: Clerk of the Circuit Court, Anne Arundel County Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	Franki Foundation Company..... BY: <i>[Signature]</i> - Treas..... Signature(s) of Debtor (Or Assignor)	The First National Bank..... of Boston BY: <i>[Signature]</i> Signature(s) of Secured Party (Or Assignee)
--	---	--

1506 MAY 10 11:10 AM '80

FINANCING STATEMENT FORM UCCH

Identifying File 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 GEARHART'S HOME IMPROVEMENTS, INC.
Address 821 Duval Highway, Pasadena, MD. 21122

2. SECURED PARTY

Name INGERSOLL RAND COMPANY
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 - Leeboy Paver Model L1000ST, SN 1039R #8071801 and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale/lease or other disposition by the debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral.

Name and address of Assignee
INGERSOLL RAND FINANCIAL CORP.
651 Park Avenue
King of Prussia, PA. 19406

CHECK [X] THE LINES WHICH APPLY

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

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

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

GEARHART'S HOME IMPROVEMENTS, INC,

David W. Gearhart Pres
(Signature of Debtor) (Title)

David W. Gearhart
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

INGERSOLL RAND COMPANY

Bradley W. Berger
(Signature of Secured Party)

Bradley W. Berger, Office Mgr.

Type or Print Above Signature on Above Line

1985 MAY 20 AM 10:41

289
aa

STATE OF MARYLAND

261882

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 (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 Lawrence T. Short, T/A Larry's Auto Repair
Address 7380 Montevideo Road, Jessup, MD 20794

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

1 - SP84 Rotary Lift, S/N L37004

RECORDED 12:00
408136 LTTT REC 10:11
MAY 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)

Lawrence T. Short
(Signature of Debtor)

Larry's Auto Repair
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Louise E. Neulze
(Signature of Secured Party)

Louise E. Neulze, Vice Pres.

Type or Print Above Signature on Above Line

1000000 2/3
MAY 20 1986

Anne Arundel County

FINANCING STATEMENT

FILE NO. 261883

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

1 DEBTOR(S) and Address(es) Dundalk Transmission, Inc. T/A Cottman Transmission 217 Wise Avenue Dundalk, Maryland 21222	2 SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Peggy Taylor Return to Secured Party
---	--

1988 MAY 30 11:10:42

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

- 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 POSTAGE 12.00 .50 MAY 20 86

Mailed to Secured Party

DEBTOR:

Dundalk Transmission, Inc. T/A
Cottman Transmission
 By: *[Signature]* Pres.
Shedrick Dykes

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND
 By: *[Signature]*
Keith M. Dukes, AVP
 April 18, 19 86
 (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.

Lien recorded in the State of Maryland, Baltimore County, Anne Arundel County and Prince George County.

Business located in the above counties therefore foundation tax should be paid to SDAT. Amount \$45.00 Dated 5-16-86

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 498 PAGE 210
Identifying File No. 261884

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 May 5, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William S. Wheeler, t/a Sweetish Coin-Op Laundromat

Address 183 Mayo Road, Edgewater, Maryland 21037

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address P.O. Box 116, Baltimore, Maryland 21203
Michael G. Gallerizzo, Esquire, c/o Gebhardt & Smith, Ninth Floor,
The World Trade Center, Baltimore, Maryland 21202

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

3. Maturity date of obligation (if any) May, 1990

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

All equipment, fixtures and accessories described in Exhibit "A", attached hereto and made a part hereof.

Name and address of Assignee

RECEIVED 12.00
POSTAGE 50
MAY 13 11:13
MAY 20 86

1986 MAY 20 AM 11:12
RECEIVED
MAY 20 1986

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)
183 Mayo Road, Edgewater, Maryland 21037.

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

WILLIAM S. WHEELER,
t/a Sweetish Coin-Op Laundromat

William S. Wheeler
(Signature of Debtor)

William S. Wheeler
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

By: *J. David Kommalan*
(Signature of Secured Party)

J. David Kommalan, Senior Vice President
Type or Print Above Signature on Above Line

120
8

EXHIBIT "A"

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	Solar Energy System w/16 HP-150 Solar Collectors
2	Mounting Racks
1	600-Gallon Storage Tank
1	Heat Exchange
1	Circulating Pump
1	Electronic Control Unit
1	Back Flow Preventer
1	Zone Valve
1	BTU Meter
1	Tempering Valve
5	Check Valves
3	Pressure Relief Valves

The aforementioned equipment, fixtures and accessories are located at 183 Mayo Road, Edgewater, Maryland 21037

T-00.85
5179

Mailed to Secured Party

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are
or are to become fixtures.

^{NOT} TO BE RECORDED IN
LAND RECORDS

For Filing Officer Use	
File No.....
Date &
Hour

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

Date of Filing April 17, 1986

Record Reference Liber 497, folio 50

Maturity date (if any)

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

W. F. UTZ CONSTRUCTION CO., INC.

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

HOME FEDERAL SAVINGS BANK
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 Partial Termination as to the following described property:

RETURN TO:

BEING KNOWN AND DESIGNATED as Lots Nos. 9 and 13, as shown on the Plat entitled, "PLAT TWO, WHITES COVE", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 94, folio 35.

RECORD FEE 10.00
POSTAGE .50
424210 0337 R02 113122
MAY 20 1986

Debtor(s) or assignor(s)

W. F. UTZ CONSTRUCTION CO., INC.

BY: _____ (Seal)

(Corporate, Trade or Firm Name)

Richard W. Phoebus

Signature of Secured Party or Assignee

Richard W. Phoebus, President, Trustee

(Type or print name under signature)

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

Mailed to Secured Party

10.00 .50

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

Roll No. E.A.C. 465 Page No. 118
Identification No. 248717 Dated 8/19/83

1. Debtor(s) Management Plus, Inc. - Brough E. Treffer, Pres.
Name or Names—Print or Type
3165 Catrina Lane Annapolis Md. 21403
Address—Street No., City—County State Zip Code

2. Secured Party CentraBank
Name or Names—Print or Type
201 N. Charles Street Baltimore Md. 21201
Address—Street No., City—County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

RECORD FEE 10.00
POSTAGE .50
MAY 20 1986

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

Mailed to Secured Party



1986 MAY 20 PM 3:11
E. AUSTIN WILLIAMS
CLERK

Dated: May 15, 1986
CentraBank
Name of Secured Party
Mary J. Shue
Signature of Secured Party
Mary J. Shue, A.V.P.
Type or Print (Include Title if Company)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 498 PAGE 211

Identifying File No. 261887

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

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

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

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

1. DEBTOR

Name OXFORD DEVELOPMENT; Captain's Walk
Address 988 Spa Road; Anapolis, MD 21403

2. SECURED PARTY

Name PITTSBURGH NATIONAL LEASING CORP.
Address Fifth Ave. & Wood Street
Pittsburgh, PA 15222
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

See eq. outlined on attached Exhibit "A".

Name and address of Assignee

Schedule 226
County of Anne Arundel

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)

1400



1988 MAY 20 PM 11

(Signature of Debtor)
OXFORD DEVELOPMENT CORPORATION
Type or Print Above Name on Above Line
R Wayne Mason
(Signature of Debtor)
R Wayne Mason VP
Type or Print Above Signature on Above Line

(Signature of Secured Party)
PITTSBURGH NATIONAL LEASING CORP.
Type or Print Above Signature on Above Line

LESSEE: Oxford Development Corporation
7316 Wisconsin Avenue; Suite 300
Bethesda, MD 20814

LOCATION: Oxford Development Corporation
Captain's Walk
988 Spa Road
Annapolis, MD 21403
(Anne Arundel County)

SCHEDULE : 10-226

SUPPLIER: Eagle Comtronics Inc.
P. O. Box 2457
Syracuse, NY 13220

<u>EQUIPMENT:</u>		
21	5-LP-13	\$ 162.75
42	5-NF-A-41	273.00
63	NF-D Standard Trap	252.00
42	NF-F Standard Trap	168.00
	Freight Charges	9.37
4	NF-E Standard Trap	252.00
	Freight Charges	3.02
		<u>\$1,120.14</u>

SUPPLIER: Southeastern Cable Construction Co.
P. O. Box 427
Alcoa, TN 37701

<u>EQUIPMENT:</u>	Change out lock box equipt. wall plate, splitters, and converters three men 61.5 hrs. each. total hrs. 184.50 at 30.00 per hour	\$5,535.00
	Three men 16 hrs waiting time on material and workorders.	<u>480.00</u>
	Total hrs. 48 at 10.00	<u>\$6,015.00</u>

SUPPLIER: Oxford Development Corporation
7316 Wisconsin Avenue
Bethesda, MD 20814

<u>EQUIPMENT:</u>	TV Prewire of Apartment Units	<u>\$5,530.00</u>
158		

SUPPLIER: Standard Communications Corp.
P. O. Box 92151
Los Angeles, CA 90009

EQUIPMENT:
1 Satellite Receiver-Slave (988.52)

SUPPLIER: M/A Com
P.O. Box 31994
Charlotte, NC 28231

EQUIPMENT:
2 VSII-C CESCRAWLER \$ 990.00

5,000 F6967BV Comm/Scope RG-59 Bonded Coax 1000' Reel 67% Braid \$ 205.00

EXHIBIT "A" TOTAL \$12,871.62

Mailed to Secured Party

BOOK 498 PAGE 217

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) Andersen, Arthur t. & Carole H. 1735 Beachfield Road Annapolis, Md 21401	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)
4. This statement refers to original Financing Statement bearing File No. <u>65-12848</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>1/23</u> 19 <u>84</u>		5-14-86
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.		

RECORD FEE 10.00
POSTAGE 1.50
TOTAL 11.50
MAY 20 1986

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

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

G.L. CLERK

1986 MAY 20 PM 3:11

FINANCING STATEMENT

(Continuation - Extension - Assignment - Partial Release)

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

Record: Land Financing Statement
Book 480 Page 338 254886
Liber Folio File No.

Date of Financing Statement December 6, 1984 AM 11:33

NAME ADDRESS
1. Debtor(s) (or assignor(s)) No. Street City State
Great Atlantic Canning Co., Ltd Partnership T/A Key West Shipping Co.
100 Main St., 2nd Floor, Annap., Md. 21401
2. Secured Party (or assignee) Commercial Loan Documentation
SUBURBAN BANK, 6610 Rockledge Dr., Bethesda, Md. 20817

CHECK THE LINES WHICH APPLY

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

Simpson Land Company
210 Holiday Court
Annap., Md. 21401

RECORD FEE 10.00
POSTAGE .50
MAY 20 1986

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

Mailed to Secured Party



1986 MAY 20 PM 3:11

Secured Party:

SUBURBAN BANK

Dated: April 30, 1986 19

By: [Signature]

Type Name Jeff Dunaway

Title Commercial Loan Administrator

FINANCING STATEMENT

261888

- 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)
 Samuel J. Fonte, Jr. 601 Aquahart Road
 Joan M. Fonte Glen Burnie, Maryland 21061

RECORD FEE 12.00
 POSTAGE 3.00
 103024 DT 77 001 71414
 MAY 21 96

6. Secured Party Address
 Equitable Bank, National Association
 Attention Donna M. McClurkin 100 S. Charles Street
 Loan Documentation Asst. 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
 Samuel J. Fonte, Jr. (Seal) Joan M. Fonte (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

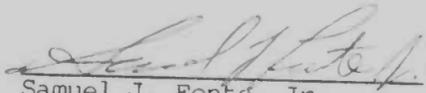
RECORDED MAY 20 PM 3:11



SCHEDULE A ⁴⁹⁸ PAGE 220

THIS SCHEDULE A is attached to and made a part of a Financing Statement to Equitable Bank, National Association from Samuel J. Fonte, Jr. and Joan M. Fonte.

All of the Debtor's right, title, interest and power to convey greater title than he has himself, in and to... a Promissory Note dated January 11, 1986, in the amount of \$325,000.00, by and between Ocean City Conversions, Inc. and the Debtors.

 (SEAL)
Samuel J. Fonte, Jr.

 (SEAL)
Joan M. Fonte

Mailed to Secured Party


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

STATE OF MARYLAND

800 498 221

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 444 Page 290 FOLIO _____ ON 12/01/81 (DATE)

1. DEBTOR

Name Anne Arundel County Farmers Co-op Assn. Inc.

Address 155 Eighth Avenue, Glen Burnie, MD 21061

2. SECURED PARTY

Name Textron Financial Corporation

Address 145 Mickley Road - Whitehall, PA 18052

Textron Financial Corporation - Attn: Mary Flygare

P.O. Box 9354 - Minneapolis, Minnesota 55440

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

3. Maturity date of obligation (if any) _____

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">AMENDMENT</p>
	<p>SAME COLLATERAL AS ORIGINAL</p> <p>AMEND SECURED PARTY ADDRESS TO READ:</p> <p>Textron Financial Corp. P.O. Box 9354 Minneapolis, MN 55440</p>	



Mailed to Secured Party

Dated May 14, 1986

Mary A. Flygare - Agent
(Signature of Secured Party)

Mary A. Flygare - Agent
Type or Print Above Name on Above Line

Debtor or Assignor Form

261889

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 100,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR
H.H.S. Associates, Inc.
7167 Ritchie Highway
 (Name)
Glen Burnie, Maryland
 (Address)

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

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

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 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, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts Inventory, shall herein be called "Assets", (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which Bank has been or is hereafter granted a security interest under any 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; (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)
H.H.S. Associates, Inc. (Seal)
Robert O. Banta (Seal)
 (Signature)
PRESIDENT
 (Print or Type Name)

SECURED PARTY
DEBTOR (OR ASSIGNOR)
The First National Bank of Maryland (Seal)
[Signature] (Seal)
 (Signature)
Senior Consumer Credit Executive
 (Print or Type Name)

1110
700.00
50

BS-0850A-8408

1986 MAY 20 PM 3:12

F. ANNETT LOLLISON
CLERK



Mailed to Secured Party

RECORDS FEE
RECORD TAX
11.00
700.00
50
MAY 20 1986

261890

498 PAGE 223

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
Marjorie M. Klamp
Thomas E. Klamp
(Name)
316 Raussell Place
(Address)
Severna Park, Maryland 21146

SECURED PARTY (OR ASSIGNEE)
THE FIRST NATIONAL BANK OF MARYLAND
 Attn Nancy Hoy
(Name of Loan Officer)
Installment Services
(Address)
P. O. Box 1344, 122-160
Baltimore, Maryland 21203

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

Finn Hydro-seeder model#T-80T serial#BNA1208
 Wisconsin Engine model#W4-1770 serial#6163386

RECORDATION FEE 10.00
 POSTAGE 50
 1986 MAY 20 11 43 AM
 MAY 20 86

Mailed to Secured Party

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)
Marjorie M. Klamp
(Print or Type Name)

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
(Signature)
Thomas E. Klamp
(Print or Type Name)

BS-0850A-8406

1986 MAY 20 PM 3:12

E. AUGUST COLLISON
CLERK



Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 15,040.00
- To Be Recorded in Land Records (For Fixtures only).

Name of Debtor

Address

Hamid Towhidian, M.D., P.A.

3236 Mountain Road
Pasadena, Md. 21122

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: *P.O. Box 1344
Baltimore MD 21203 Attn: 122-170*

Attach separate list if necessary

[Handwritten mark]

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

office computer system: IBM PC*AT system unit 152
 Ram 30MB disk, 1.2 MB diskette
 Amdek 310 a Amber monitor
 IBM display and printer adapter
 NEC P-7 and tractor feed
 IBM printer cable
 Power surge protector
 IBM dos 3.1
 IBM A60 AT Internal tape unit and Hayes Smartmodem 1200

RECORD FEE	11.00
RECORD TAX	108.50
POSTAGE	.05
POSTAGE	.45
86230 0777 801 74438	

- 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)

Hamid Towhidian, M.D., P.A.

THE FIRST NATIONAL BANK OF MARYLAND

Hamid Towhidian MD

BY *Gail L. Zickafoose*
Gail L. Zickafoose

FNB 0850

Type or print names under signatures

*11.00
108.50
.50*

Mailed to Secured Party

1988 MAY 20 PM 3:12

E. ALBURY COLLISON
CLERK



Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$750,000.00

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

DATE: *May 14*, 1986

FINANCING STATEMENT

RECORD FEE (3.00)
POSTAGE .50
APR 27 11:14
MAY 21 86

1. Debtor: Address:
HARBOR HOMES, INC. P.O. Box 340
Glen Burnie, Maryland 21061

2. Secured Party: Address:
FAIRVIEW FEDERAL SAVINGS 9151 Baltimore National Pike
& LOAN ASSOCIATION Ellicott City, Maryland 21043

3. This Financing Statement covers:

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

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

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

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

1986 MAY 21 AM 11:37
C. W. COLLIERSON

13.07
75



800: 408 226

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and DONALD L. MISKELLY, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots in the same subdivision(s) later acquired by Debtor and encumbered by the lien of the Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

HARBOR HOMES, INC.

By

J. Watson

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION

By

Thomas K. George
Executive Vice-President

HHFS128.123

300: 408 227

SCHEDULE "A"

BEGINNING FOR THE FIRST AND BEING KNOWN AND DESIGNATED as Lots 164, 165, 166 and 167, as shown on the Plat entitled "Plan of Ferndale Farms, Section B," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 3, folio 7. The improvements thereon being known as 205 Belvedere Avenue.

BEGINNING FOR THE SECOND AND BEING KNOWN AND DESIGNATED as Lots 168, 169, 170 and 171, as shown on the Plat entitled "Plan of Ferndale Farms, Section B," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 3, folio 7. The improvements thereon being known as 207 Belvedere Avenue.

Mail to Calvert Land Title

Mailed to Secured Party

498 228
261935

THE LOMAS & NETTLETON COMPANY
FINANCING STATEMENT

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

DEBTOR: STEERE, David C. & Sayre R.
PROPERTY ADDRESS: 425 Beach Drive
Annapolis, Maryland 21403
SECURED PARTY: The Lomas & Nettleton Company, its successors and assigns, 175
Orange Street, New Haven, Connecticut 06510.
MATURITY DATE OF OBLIGATION: June 1, 2016

1986 MAY 21 PM 12:30

THIS FINANCING STATEMENT COVERS THE FOLLOWING ITEMS OF PROPERTY:
Refrigerator, Range/Oven, Disposal, Dishwasher,

RECORD FEE 12.00
POSTAGE 50
MAY 21 1986

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 May 12, 1986, from David C. Steere and Sayre R. Steere to The Lomas & Nettleton Company which has been recorded among the land records of Anne Arundel County Maryland.

SECURED PARTY:
THE LOMAS & NETTLETON COMPANY

DEBTORS:
[Signature]
DAVID C. STEERE
[Signature]
SAYRE R. STEERE

BY: [Signature]

Mail to Hypert & Chap. Mailed to Secured Party

12/1/86

300 408 229

To be recorded among the Financing Statement Records of Anne Arundel County

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

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

RECORDED IN LIBER 477 Page FOLIO 464 ON August 30, 1984 (DATE)

1. DEBTOR

Name Airport Square IX Company
Address P.O. Box 8691, International Airport, Balto., MD 21240

2. SECURED PARTY

Name The First National Bank of Maryland
Address P.O. Box 1596, Baltimore, Maryland 21203
Donald L. Bradfield, Esquire,
Semmes, Bowen & Semmes, 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) February 1, 1988

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

*without recourse

Correction to Assignment recorded at Liber 482 Page 374 2/11/85.

Assignee: Aetna Life Insurance Company
CityPlace
Hartford, Connecticut 06156
Attn: Real Estate Investment Department

Dated: 3-22-85

The First National Bank of Maryland
Name of Secured Party

Richard E. Neese
Signature of Secured Party

Richard C. Nottles
Vice President
Type or Print (Include Title if Company)

To the Filing Officer: Please return this document following filing to:
Donald L. Bradfield, Esquire
Semmes, Bowen & Semmes
10 Light Street
Baltimore, Maryland 21202

Mail to _____

Mailed to Secured Party

Vertical stamp: 1985 MAR 21 PM 2:41 G.L. CLERK

Handwritten notes: 10.00 50

Not to be recorded in
Land Records

Subject to recordation
tax:
Principal Amount is
\$94,600.00

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

FINANCING STATEMENT

1. Debtor:	Address:
Kenneth L. Hatch	1831 Forest Drive
Mariah Randall Hatch	Annapolis, Maryland 21403

2. Secured Parties:	Address of all Secured Parties:
The Bank of Baltimore	
Larry S. Lindenmeyer, Trustee	c/o The Bank of Baltimore Baltimore and Charles Streets Baltimore, Maryland 21202

Jimmy L. Hickman,
Trustee

3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture,

12

furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in a deed of trust given by Debtor to Larry S. Lindenmeyer and Jimmy L. Hickman, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The Bank of Baltimore.
5. Proceeds of collateral are also covered.
6. The property consists of the condominium unit known as Unit No. A2A in the Forest Office Park Condominium, Anne Arundel County, Maryland and is more particularly described in the deed of trust referred to above.

Debtor:



Kenneth L. Hatch



Mariah Randall Hatch

To the Filing Officer: After this statement has been recorded, please mail the same to: Steven D. Shattuck, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

198 232

267937

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 27,000.
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Alvin Taylor

547 Retreat Crt.
Odenton, MD 21113

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 ea. B30 Burkeen Cable Plow, Big Foot Tires, Wheel Weights & reel carrier. Ser. # 30526
 - 1 ea. B30 Burkeen Cable Plow Big Foot Tires, Wheel Weights & Front Mounted Boring Unit & Rods B 30559
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)

Alvin Taylor
Alvin Taylor

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

RECORD FEE 11.00
RECORD TAX 189.00
POSTAGE 50
RECORD FEE 11.00
MAY 22 1986

BY

[Signature]

Type or print names under signatures

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



Mailed to Secured Party

1100
18900
32

1986 MAY 22 AM 11:14
FARMERS NATIONAL BANK
ANNAPOLIS

300 408 233

261938

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 6,779.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
GREATER ANNAPOLIS CHAMBER OF COMMERCE, INC. Neil R. LeCompte-Treasurer Carol K. Kenny-Bailey, Secretary	152 Main Street Annapolis, Maryland 21401

<u>Secured Party</u>	<u>Address</u>
Farmers National Bank Of Maryland 5 Church Circle Annapolis, Md. 21404	5 Church Circle Annapolis, Maryland 21404

Assignee

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

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
1-Mita Model DC-513 Z Copier Ser. No. 002900
Included:
ADF-2 Auto Document Feeder Ser. No. 001707
AS-8 20 Bin Sorter Ser. No. 000226
Cassettes: 8½ x 11R500, 8½ x 11R250, 8½ x 14 250
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)

GREATER ANNAPOLIS CHAMBER OF COMMERCE, INC.

THE FARMERS NATIONAL BANK OF ANNAPOLIS

Carol K. Kenney-Bailey, Secretary

Neil R. LeCompte, Treasurer

BY

Type or print names under signatures

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

RECORD FEE 11.00
RECORD TAX 37.00
POSTAGE .50
MAY 22 1968
MAY 22 88

Mailed to Secured Party

1100
4900
50

1968 MAY 22 AM 11:15

E. FURRY COLLISON

800 408 234

261939



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): CASTLE HOME CENTER, INC. ROUTE 3 SOUTH MILLERSVILLE, MD 21108 ANNE ARUNDEL COUNTY	2. Secured Party(ies) Address(es) And Name(s): POTOMAC INDUSTRIAL TRUCKS, INC. 800 RITCHIE ROAD CAPITOL HEIGHTS, MD 20743	3. Maturity Date (Optional):	4. For Filing Officer: Date, Time, File No., Filing Office: RECEIVED FEE 11.00 POSTAGE .50 MAY 22 1986 11:11 AM MAY 22 36
---	--	------------------------------	---

7. This Financing Statement covers the following types or items of collateral:
(Describe real estate, including record owner if item 6 is applicable)

ONE RECONDITIONED CLARK FORKLIFT TRUCK, MODEL C500YS60; 6,000# RATED CAPACITY AT 24" LOAD CENTER; 148" MAXIMUM FORK HEIGHT STANDARD UPRIGHT; 48" HIGH LOAD BACKREST, 42" LONG FORKS; LPG POWERED (LESS TANK); DRIVER'S OVERHEAD GUARD; PAINTED CLARK GREEN; SERIAL NUMBER Y355-0177-4181.

NOT SUBJECT TO RECORDATION TAX
DEBT EXCEEDS \$200.00
 Proceeds of the collateral are also covered.
Filed with: Sec. of State Filing Office of ANNE ARUNDEL County/XXX

5. Assignee(s) of Secured Party, Address(es):
Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. The described crops are growing or to be grown on the real property described in Item 7.
 The described goods are or are to be affixed to the real property described in Item 7.

8. Signatures:

By Castle Home Center, Inc. (Debtor(s) [or Assignor(2)])
By Potomac Industrial Trucks, Inc. (Secured Party(ies) [or Assignee(s)])

(2) Filing Officer Copy - Alphabetical

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY
AND ASSIGNEE OF SECURED PARTY.

FORM UCC 1

Mailed to Secured Party

1986 MAY 22 11:11:10

261940

498 235

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)) Cardwell, Ronald F. Cardwell, Marion L. 401 Laurel Drive Severna Park, MD 21146	2. Secured Party(ies) and address(es): Maryland National Bank 326 First Street Annapolis, MD 21403	3. For Filing Officer (Date, Time, Number, and Filing Office) RECEIVED POSTAGE 5.00 MAY 22 1986

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

1986 EZ Loader Trailer Serial # ✓ 1ZE1GMU116D030831	1986 Boston Whaler 17' Hull #BWCK5462A686	1986 Evinrude 90 hp Serial # ✓ 1306470
--	--	---

Products of Collateral are also covered

Whichever is Applicable (See Instruction Number 9)	<p><i>Ronald F. Cardwell</i> Ronald F. Cardwell</p> <p><i>Marion L. Cardwell</i> Marion L. Cardwell</p> <p>Signature(s) of Debtor (Or Assignor)</p>	<p><i>Maryland National Bank</i></p> <p><i>Jane Young</i></p> <p>Signature(s) of Secured Party (Or Assignee)</p>
--	---	--

Filing Officer Copy — Alphabetical
STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Rev. Jan. 1980

Forms may be purchased from Hobbs & Warren, Inc., Boston, Mass. 02101

Mailed to Secured Party

G.L. CLERK

1986 MAY 22 AM 11:10

RECEIVED

408 236

261941

Installment Sale Agreement

Subject (Not Subject) to Recordation Tax **FINANCING STATEMENT** Principal Amount of Debt \$ _____
This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code

BORROWER(S) Name(s) (Last Name first) and Address(es) Richard D. Boyle, Jr. Jayne F. Boyle 520'E' Street, NE #203 Washington, DC 20002	SECURED PARTY'S Name and Address MARYLAND NATIONAL BANK Marine Lending Office 326 First Street/Suite 6 Annapolis, MD 21403
--	--

This Financing Statement covers the following types of items of property

(Describe fully, including where applicable manufacturer's or trade name, model and year, serial number, and whether new or used) 1977 Seafarer Yachts Sloop SFTIX383M77-F	Johnson 9.9 H.P. 10FL77A F4644700
--	--------------------------------------

Also any accessories or equipment now or hereafter attached to any of above, replacements therefor and proceeds of any of above

BORROWER(S)

Richard D. Boyle, Jr.
Richard D. Boyle, Jr.
Jayne F. Boyle
Jayne F. Boyle

SECURED PARTY:

MARYLAND NATIONAL BANK

By *Leon Young*
(Authorized Signature)

RECORD FEE 12.00
MAY 22 1988

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

(Mr. Clerk: Return to MARYLAND NATIONAL BANK at 326 First Street/Suite 6, Annapolis, MD 21403)

Mailed to Secured Party

CLERK

MAY 22 11:10

RECORDS SECTION

Anne Arundel Co.
STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

498 237

Identifying File No. 261942

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

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

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

This financing statement Dated April 21, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Corman Construction, Inc.
Address 8111 Annapolis Junction Rd., Jessup, Maryland 20794

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any)

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

One (1) Terex 82-50 Crawler s/n 64954 w/blade & ripper

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L.B. SMITH, INC.

SECURED NOT SUBJECT TO RECORDATION TAX.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

W. G. D.
(Signature of Debtor)

Corman Construction, Inc.

Type or Print Above Signature on Above Line

Mailed to Secured Party

Bruce Dean
(Signature of Secured Party)

L. B. Smith, Inc. Bruce Dean/Bus. Mgr.

Type or Print Above Signature on Above Line

MAY 22 AM 11:10

498.238

No. NOT USED

5-22-86

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

1. DEBTOR

Name Wessels, Daniel L. & Judith S.

Address 407 Orchard St. Swickley, PA 15143

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second St.

Annapolis, MD 21403

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

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

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

1985 Sea Sprite 30' Fiberglass Hull CER30022G585
1985 Universal Diesel 18HP Engine #421442

Home Anchorage/ Winter: Annapolis, MD

Assignee:

Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

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 utilized to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Daniel L. Wessels
(Signature of Debtor)

Daniel L. Wessels
Type or Print Above Name on Above Line

Judith S. Wessels
(Signature of Debtor)

Judith S. Wessels
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line



1985 MAY 22 11:11 AM

Mailed to Secured Party

Anne Arundel
5/16/84

Anne Arundel Co.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

488-240 261911
Identifying File 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 April 21, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Corman Construction, Inc.
Address 8111 Annapolis Junction Rd., Jessup, Maryland 20794

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any)

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

- One (1) Terex TS14B Scraper s/n 72813
- One (1) Terex TS14B Scraper s/n 72722
- One (1) Terex TS14B Scraper s/n 73008

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L. B. SMITH, INC.

SECURED 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)

[Handwritten Signature]
(Signature of Debtor)

Corman Construction, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party



1986 MAY 22 AM 11:11

[Handwritten Signature]
(Signature of Secured Party)

L. B. Smith, Inc. Bruce Dean/Bus. Mgr.
Type or Print Above Signature on Above Line

300

408-241

261915

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code, to be recorded among the Financing Statement Records of Anne Arundel, Baltimore and Carroll Counties, Maryland, and among the Financing Statement Records of The State Department of Assessments and Taxation of Maryland.

This transaction is not exempt from the recordation tax. The principal amount of the debt initially incurred is \$50,000.00. Recordation Tax on that amount has been paid with the State Department of Assessments and Taxation of Maryland.

FINANCING STATEMENT

1. DEBTOR: ESTEY POOL SUPPLY, INC.
2. DEBTOR'S ADDRESSES:
 - a. 8651 Belair Road
Baltimore County, Maryland
21136
 - b. Jumpers Hole Junction
Shopping Center
Pasadena, Anne Arundel
County, Maryland, 21122
 - c. 100 B Chartley Boulevard
Reisterstown, Baltimore
County, Maryland, 21136
 - d. 2101 Baltimore Boulevard
Finksburg, Carroll County,
Maryland, 21048
3. SECURED PARTY: FIRST NATIONAL BANK OF MARYLAND
4. SECURED PARTY'S ADDRESS: 40 West Chesapeake Avenue
Suite 308
Towson, Maryland 21204
Attn: Mary Jane McDonough
5. This Financing Statement covers, and the DEBTOR hereby grants the SECURED PARTY a security interest in, the following collateral:

All of the DEBTOR'S right, title, and interest in and to all of the tangible and intangible assets owned by the DEBTOR, wherever located, whether now owned or hereafter acquired by the DEBTOR, together with all replacements or substitutions and renewals thereof including but not limited to all of the following kinds and types of property:

RECORDS SECTION
MAY 22 1986

79

1986 JUL 22 AM 11:11

300- 408 242

- (i) Accounts;
- (ii) Chattel Paper;
- (iii) Documents;
- (iv) Equipment;
- (v) Fixtures;
- (vi) General Intangibles;
- (vii) Goods;
- (viii) Instruments;
- (ix) Inventory; and
- (x) All records relating to the above collateral

The terms "Accounts", "Chattel Paper", "Documents", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", and "Inventory" as used 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.

6. The proceeds (including insurance proceeds) and products of collateral are secured, as are future advances and after acquired property.

DEBTOR:

ESTEY POOL SUPPLY, INC.

BY: Joseph H. Tabeling (SEAL)
Joseph H. Tabeling, President

Date: May 8, 1986

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

Lawrence F. Haislip, Esquire
Royston, Mueller, McLean & Reid
Suite 600
102 W. Pennsylvania Avenue
Towson, Maryland 21204-4575

1370s
LFH/lm
5/8/86

Mailed to Secured Party

800: 498 215

PART G
Page 2

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

Campus Drive Limited Partnership
c/o Dennis Townsend, General
Partner
502 Washington Avenue
Suite 650
Towson, Maryland 21204

498 296

26177

PART G
Page 1

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

FINANCING STATEMENT

1. Debtor(s): JAMES O. OLSON
Name(s) ANNE ARMOUR CO
20341 385 EDGEWATER MD 21037
Address-Street No., City-County, State Zip Code

2. Secured Party: United States Fidelity and Guaranty Company
100 Light Street
Baltimore, Maryland 21202

3. This Financing Statement covers the following types of property: (Describe)
1 Unit(s) of limited partnership interest(s) in Campus Drive Limited Partnership, a Maryland limited partnership and the proceeds and products thereof.

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

5. Proceeds of collateral are covered.

6. Products of collateral are covered.

DEBTOR(s):

SECURED PARTY:

UNITED STATES FIDELITY AND
GUARANTY COMPANY

[Signature]
(Signature of Investor
Limited Partner)

By: Beatriz A. Palomino
Name: Beatriz A. Palomino
Title: Agent
Its Authorized Representative

(Signature of Co-Investor
Limited Partner)
James O. Olson
Type or Print

Mailed to Secured Party

1100
150
DO NOT
RECORD

1966 MAY 22 11:11:11

STATEMENT OF

Continuation Termination Assignment Partial Release

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

<input type="checkbox"/> Land	Liber 491	Folio 191	File No. 259013
<input checked="" type="checkbox"/> Financing Statement			
Filing Date of Financing Statement (If Any) 11-5-85			

NAME	ADDRESS		
1. Debtor(s)	No.	Street	City State
Autorama Sales, Inc. T/A Feltman Power Boats	P.O. Box 309,	Davidsonville, MD	21035

2. Secured Party (or assignee)
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

CHECK THE LINES WHICH APPLY

3. A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.
- 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 above described Financing Statement in the property listed below:

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

Dated: May 19, 1986 19

Secured Party:

First American Bank of Maryland

By: Dennis F. Peters, Jr.

Type Name Dennis F. Peters, Jr.

Title Vice President

Mailed to Secured Party

Mr. Clerk: After recordation, please mail this statement to:
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

498 249

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)
Marojot Limited Partnership
2411 Crofton Lane
Suite 17
Crofton, Maryland 21114

2. Secured Party(ies) and address(es)
The Citizens National Bank
390 Main Street
Laurel, Maryland 20707
Attn.: Martin A. Sharpless,
Executive Vice President

For Filing Officer (Date, Time and Filing Office)

4. This statement refers to original Financing Statement bearing File No. #255313, Book 481,
Anne Arundel Co. Financing Page 563
Filed with Statement Records Date Filed January 23 19 35

- 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. The Amendment of Financing Statement Changes Debtor Address from the above to the following:

Marojot Limited Partnership
c/o Geren Sales, Inc.
6615-D Santa Barbara Road
Elkridge, Maryland 20794

RETURN TO: Miles & Stockbridge
10 Light Street
Baltimore, MD 21202
ATTN: Mary P. Gorman
No. of additional Sheets presented:

Marojot Limited Partnership by Maro, Inc.

The Citizens National Bank

By: *Martin I. Veron*
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

General Partner

By: *Martin A. Sharpless*
Signature(s) of Secured Party(ies)

Martin I. Veron, Pres.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party



1986 MAY 22 AM 11:14

498 250
261950

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated Dec. 30, 1985 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

GEORGE F. BIELUT
Name 989 Gordon Drive
Address Glen Burnie, Maryland 21061

2. SECURED PARTY

Tastykake, Inc.
Name 2801 Hunting Park Ave.
Address Philadelphia, PA. 19129

RECORD FEE 11.00
POSTAGE .50
MAY 22 1986

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

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
All of Debtor's right, title and interest to certain Distribution Rights (The exclusive right to sell and distribute products manufactured and/or distributed by Tastykake, Inc.) as evidenced by a Bill of Sale & Distributor's Agreement granted to Debtor by Tastykake, Inc., Philadelphia PA, which rights are located primarily in the County of ANNE ARUNDEL

CHECK THE LINES WHICH APPLY

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

George F. Bielut 5-12-86
(Signature of Debtor)

GEORGE F. BIELUT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Rattone
(Signature of Secured Party)

TASTYKAKE, INC.
Type or Print Above Signature on Above Line



1986 MAY 22 AM 11:14

Mailed to Secured Party

300 498 251

261951

Debtor or Assignor Form

FINANCING STATEMENT

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

Name of Debtor

Address

Arnold H. Miller, JR.

154 Defense Highway
Annapolis, Maryland 21401

RECORD FEE 11.00
 POSTAGE .50
 82-67 CITY 501 710412
 MAY 22 86

SECURED PARTY (OR ASSIGNEE)

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

Attach separate list if necessary

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

(1) Case Used 1974 350 Crawler Dozer
Serial #3055187

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)

Arnold H. Miller, Jr.

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF MARYLAND

BY

J. Wayne Webb

Arnold H. Miller, Jr.

FNB 0850

Type or print names under signatures

Mailed to Secured Party

789

1986 MAY 22 AM 11:14

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

300- 498 252
Identifying File No. 261952

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

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

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

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

1. DEBTOR

Name JOHN & WILLIAM DIERKER dab DIERKER AUTO SALES
Address 4110 Mountain Road, Pasadena, MD 21122

2. SECURED PARTY

Name MAROX LEASING COMPANY
Address P.O. Box 463
Hunt Valley, MD 21030

Person And Address To Whom Statement Is To Be Returned 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 - Pentron Engine Analyzer

RECORDING FEE 13.00
POSTAGE .50
1986 JUNE 22 11:03 AM
MAY 22 86

1986 JUN 22 AM 11:14
F. G. W. EY. COLLISON

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

John P. Dierker
(Signature of Debtor)

John P. Dierker
Type or Print Above Name on Above Line

John P. Dierker
(Signature of Debtor)

John P. Dierker
Type or Print Above Signature on Above Line

Louise E. Neutze
(Signature of Secured Party)

LOUISE E. NEUTZE
Type or Print Above Signature on Above Line

APR 10 10 60 AM '85

STATE OF MARYLAND

498 253

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259039

RECORDED IN LIBER 491 FOLIO 177 ON Nov 4, 1985 (DATE)

1. DEBTOR

Name Annapolis Bus Company, Inc.
Address 220 South Cherry Grove Avenue, Annapolis, Maryland 21401

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

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.)

AMENDMENT

Correct s/n on 1985 International Model 1853 is:

1HVLPHYM9FHA31558



1985 MAY 22 AM 11:14

Mailed to Secured Party

Dated 4/27/85

First Maryland Leasecorp

Garth C. Harding
(Signature of Secured Party)

Garth C. Harding
Type or Print Above Name on Above Line

498 255

261955

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie,MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
Address 4102-08 Frederick Avenue, Baltimore, MD 21229

RECORD FEE \$11.00
POSTAGE \$0.50
MAY 22 1986

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings and Loan Association of certain lease payments under a certain True Lease Assignment dated 2/28/86 between Assignor as Lessor and LEASE ACCOUNT #068822 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 4/24/86 between Assignor and Assignee:

- 1 Qantel System 45-45 CPU 256K memory
- 4807 controller
- 45 MB disk drive
- 60 MB 1/4 inch streaming tape dr. wBEST AOS
- 4 terminals
- 1 Fugi printer
- 1 Okidate ML 84S printer
- 1200 Baud Modem
- 2/10850 00

CHECK THE LINES WHICH APPLY

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

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

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

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

Filed in Anne Arundel County

Mailed to Secured Party

1986 MAY 22 11:14

900- 498 2510

261956

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie,MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
Address 4102-08 Frederick Avenue, Baltimore, MD 21229

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings and Loan Association of certain lease payments under a certain True Lease Assignment dated Feb. 25, 1986 between Assignor as Lessor and LEASE ACCOUNT # 685220 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 5/9/86 between Assignor and Assignee:

- 1 (one) John Deere 455 E Crawler Loader w/turbo, Rops S/N T0455EX728040, multi purpose bucket S/N 72C1185, 9300 Backhoe w/24" Bucket S/N 52391

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION
Frank J. Sarro III
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

William J. Ottey, Exec. V.P.
(Signature of Secured Party)

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

Filed in Anne Arundel County.

Mailed to Secured Party

AB&AL
1173

498 257 261957

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 May 15, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Building, Ste.200B,407 Crain Hwy.,Glen Burnie,MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION
Address 4102-08 Frederick Avenue, Baltimore, MD 21229

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Irvington Federal Savings and Loan Association of certain lease payments under a certain True Lease Assignment dated 4/7/86 between Assignor as Lessor and LEASE ACCOUNT # 687040 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 May 15, 1986 between Assignor and Assignee:

- 3 Pioneer LDV 6010 Laserdisc Players
- 3 VIS2001A. 04 PC Del Sys 256k 2F TSA

CHECK THE LINES WHICH APPLY

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

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

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

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

William J. Ottey
(Signature of Secured Party)

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

Filed in Anne Arundel County

INDTRCOR

Mailed to Secured Party

1181

800

498 258

*Clk of Circuit Court
Anne Arundel County*

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. 257954

RECORDED IN LIBER 488 FOLIO 296 ON 8-14-85 (DATE)

1. DEBTOR

Name David T. Fanfarillo and Susan T. Fanfarillo

Address 655 C Street Pasadena, MD 21122

2. SECURED PARTY

Name Key Financial Services Inc

Address 57 River Street

Wellesley Hills, MA 02181

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

3. Maturity date of obligation (if any)

RECORDING FEE 10.00
NOTARIAL FEE .50
STATE NOTARY FEE 7.00
MAY 22 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>Assignee: Irving Trust Co. 1 Wall Street New York, NY 10015</p>	



Dated Nov 4, 1985

Bernard J. Kiley Jr. A.V.P.
(Signature of Secured Party)

Key Financial Services Inc
Type or Print Above Name on Above Line

Mailed to Secured Party

rec. mtg

800-408-259

261950

FINANCING STATEMENT

- () Filed in the Financing Statement Records of Anne Arundel County
- () Filed with the State Department of Assessments and Taxation

This Financing Statement evidences and publicizes the lien and provisions of a Deed of Trust securing a debt in the aggregate principal amount of \$200,000.00, or so much thereof as may be advanced, to which instrument all required documentary stamps have been affixed.

NAME OF DEBTORS: DANIEL L. CALLIHAN and LANA S. CALLIHAN, husband and wife

ADDRESS: 9069 Bellwart Way
Columbia, Maryland 21045

NAME OF SECURED PARTY: THE FIRST NATIONAL BANK OF MARYLAND

ADDRESS: 25 S. Charles Street
Baltimore, Maryland 21201

1. This Financing Statement covers the following items of property:

A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all walks, fences, shrubbery, driveways, building materials, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned; it being understood that all the aforesaid shall be deemed to be fixtures

RECORD FEE 12.00
TAXES 50
TOTAL FEE 12.50
MAY 22 '86

1986 MAY 22 PM 12:02

E. MICHAEL COLLISON



1200
5/21

800 495 250

and part of the land herein described, but whether or not of the nature of fixtures they shall be deemed and shall constitute part of the security for the indebtedness herein mentioned.

B. Proceeds of the above-described collateral.

C. All contract rights of and from the herein-described property or any part thereof.

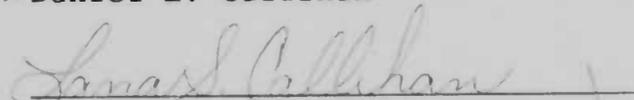
D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real property described in the Deed of Trust heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of the eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.

2. The above described goods, property, interest and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, being a parcel of land located at 100 Holsum Way, formerly known as 104 Wellham Avenue, Glen Burnie in the Fifth Assessment District of Anne Arundel County, Maryland, and more fully described in and conveyed by the Debtor to Donald C. Bittner and Norman S. Hovermale, Trustees, in that certain Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel, Maryland, said Deed of Trust constituting the Security Agreement of this secured transaction.

Dated: May , 1986

DEBTORS SIGNATURES:


Daniel L. Callihan


Lana S. Callihan

Mailed to Secured Party

Return to: Cook, Howard, Downes & Tracy
P.O. Box 5517
Towson, Maryland 21204
(Attention: Lawrence L. Hooper, Jr.)

498 261

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. LNP 48

Page No. 439

Identification No. 31752

Dated December 3, 1965

1. Debtor(s)

Robert E. Meyerhoff and Harry G. Meyerhoff
Name or Names—Print or Type
6301 Reisterstown Road, Baltimore, Md. 21215
Address—Street No., City - County State Zip Code

2. Secured Party

METROPOLITAN LIFE INSURANCE COMPANY
Name or Names—Print or Type
One Madison Avenue, New York, New York 10010
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) March 1, 1966

RECORD FEE 12.00
POSTAGE 50
#1824 0345 001 71321

4. Check Applicable Statement:

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

MAY 22 36

G. L. CLERK

1966 MAY 22 PM 1:33
E. AUGUST COLLISON
CLERK

G. L. CLERK

Dated: 31 ST DAY OF DEC 1965

METROPOLITAN LIFE INSURANCE COMPANY
Name of Secured Party

Maryanne King
Signature of Secured Party

MARYANNE KING ASSISTANT VICE PRESIDENT

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

12755

LAWYERS TITLE INSURANCE CORP.
114 E. LEXINGTON STREET
THIRD FLOOR
BALTIMORE, MARYLAND 21202

Mailed to Secured Party

1250

498 2102

261961

FINANCING STATEMENT

*** subject to recordation tax
\$65,000.00

1. Name of Debtor(s): J. C. MANN & ASSOCIATES, INC.
Address: 612 Third Street
Annapolis, Md. 21403

2. Name of Secured Party: THE ANNAPOLIS BANKING AND TRUST COMPANY
Address: P.O. Box 311
Annapolis, Md. 21404

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

#3 NOT APPLICABLE

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

42 Foot OYSTER Sailboat, Hull No. OYST42230985, Certificate of Origin
Dated 11 September 1985.

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:

#5 NOT APPLICABLE

RECORD FEE 15.00
RECORD TAX 455.00
POSTAGE .50
MAY 22 1986

Debtor(s):

J. C. MANN & ASSOCIATES, INC.

By *[Signature]*
James C. Mann, President

Secured Party:

THE ANNAPOLIS BANKING AND TRUST COMPANY
(Type Name ~~of Debtor(s)~~)

By *[Signature]*
(Authorized Signature)
David D. Truitt
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 box above~~
Attn: D. Truitt
P.O. Box 311
Annapolis, Md. 21404



Mailed to Secured Party

1986 MAY 22 PM 2:21

E. ALPHY COLLISON
CLERK

11.0
455.00
50

ACC. #024-68-653239

300 498 263

ANNE ARUNDEL CO.

024 WEST BALTIMORE
500241

261962

FINANCING STATEMENT

File No.

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

<p>1. DEBTOR(S) and Address(es)</p> <p>Ms. Jeanne Y. Phillips 1306 Phil-Mar Drive Hanover, Maryland 21076</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Collateral Loan Dept.</u> Lorraine Dorr</p> <p>Return to Secured Party J. M. HITCH</p>
---	---

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

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

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.
1982 Hallmark Trailer S/N 812819

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: \$ 16,000.00

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: Jeanne Y. Phillips
(Type Name)
By: Jeanne Y. Phillips

By: Donna J. Marsh
(Type Name) Assistant Manager
Date Signed by Debtor: May 9 1986

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.

Stamp 112.00
Record 11.00
Postage .50
123.50



Mailed to Secured Party

MAY 23 AM 9:14

COLLISION

800-408-264

261963

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) STUARTS SEWING CENTER 80 90 JUMPERS MALL PASADENA, MD 21122	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Raymond J. Taylor</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 RETAIL SALES (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

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

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

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

E. Other.

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

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

Principal amount of debt initially incurred is: \$ 20,000.00

DEBTOR:

SECURED PARTY:

STUART'S SEWING CENTER
(Type Name)

UNION TRUST COMPANY OF MARYLAND

By: [Signature]

By: [Signature]

By: Stuart Corp, Inc.

ROBERT G. HOLMES JR.
(Type Name)

5/19 1986
(Date Signed by Debtor)

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

11.00
140.00
\$

Mailed to Secured Party

1986 MAY 23 AM 9:16

498-265

No. NOT USED

5-23-86

262050

300 495 256

FINANCING STATEMENT FORM UC 71

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 4-21-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Leiby, Edward L.
Address 16612 George Washington Drive Rockville, MD 20852

2. SECURED PARTY

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

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

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

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

1977 Sea Ray 24' Fiberglass Hull #SESIM0470677
1977 Mercruiser 250HP Gas Engine #624031

Home Anchorage/ Winter: Edgewater, MD

Assignee:
First Fidelity Bank N.A. South Jersey
Rt. #541 & Sunset Rd.
Burlington, NJ 08016

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)

Edward L. Leiby
(Signature of Debtor)

Edward L. Leiby
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] AGENT
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

1986 MAY 23 AM 9:16

Mailed to Secured Party

Anne Arnold

498 267

FINANCING STATEMENT

261904

NOT TO BE RECORDED IN LAND RECORDS
NOT SUBJECT TO RECORDING TAX

1. LESSEE: Albert B. Szydlowski
T/A Hair 2000
Name or Names

6711 Ritchie Highway, Glen Burnie, MD 21061
Address - Street No. City County State Zip Code

2. LESSOR: LCA LEASING, INC.
P.O. BOX 152 STEVENSON, MARYLAND 21153

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

- 1 - Northcom #1A3 Electronic Key Telephone System
- 1 - KSU
- 2 - #1A3 Phones

RECORDED
MAY 23 1986

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.

Albert B. Szydlowski
LESSEE: T/A Hair 2000
Albert B. Szydlowski
Signature of Lessee Title
ALBERT B SZYDLOWSKI
Type of Print Name of Above

LESSOR:
LCA LEASING, INC.
J. 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;

LCA LEASING, INC.
P.O. BOX 152
STEVENSON, MARYLAND 21153-0152

Mailed to Secured Party

STATE OF MARYLAND

REC- 478 368

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 240655

RECORDED IN LIBER 444 FOLIO _____ ON 12/3/81 (DATE)

1. DEBTOR

Name J. Thomas Bowles, Inc.
Address 7965 Dorsey Run Road, Jessup, Maryland 20794

2. SECURED PARTY

Name Hyster Credit Corporation
Address P. O. Box 4366
Portland, Oregon 97208
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>

G.L. DEB

1987 MAY 23 AM 10:23

Mailed to Secured Party

Dated 2-7-86

Stan Litofe
(Signature of Secured Party)

Hyster Credit Corp. Stan Litofe
Type or Print Above Name on Above Line

800- 498 269

261900

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)
Sierra Construction, Inc.
124 Route 3 South
Millersville, Maryland 21108

2. Secured Party(ies) and address(es)
Stratford Leasing Company
105 Revere Drive
Northbrook, Illinois 60062

RECORD FEE 11.00
POSTAGE 50
ADDITIONAL SHEETS 001 7091.34
MAY 23 86

4. This financing statement covers the following types (or items) of property:
Equipment Lease Agreement # 1504 (2718) covering the following equipment: (1) new Trillium Model 308 Telephone System with (1) Key Service Unit and (4) Telephone Sets - and all related attachments and accessories.

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

THIS TRANSACTION IS NOT SUBJECT TO RECORDATION TAX!!

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

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

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

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

Sierra Construction, Inc.

Stratford Leasing Company

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

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

1986 MAY 23 AM 10:23

STATE OF MARYLAND

498 270
FINANCING STATEMENT FORM UCC-261207

Identifying File 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 5/09/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BEN'S HIDEAWAY, INC. T/A HENRY'S LIQUORS

Address 2012 B WEST STREET ANNAPOLIS, MD 21401

2. SECURED PARTY

Name Jefferson Bank & Trust Company

Address 8703 Central Avenue

Capitol Heights, Maryland 20743

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

3. Maturity date of obligation (if any) 5/09/91

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

ALL NOW OWNED OR HEREAFTER ACQUIRED BUSINESS ASSETS AND PROCEEDS THEREOF.

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)

BEN'S HIDEAWAY, INC. T/A HENRY'S LIQUORS

BY: [Signature]
(Signature of Debtor)

MICHAEL ZICCARDI, PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature]
(Signature of Secured Party)

WILLIAM J. DEPAOLA, JR.
Type or Print Above Signature on Above Line

1986 JUL 23 AM 10:24

262013

498 271

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any): None

1. Debtor(s) (Last Name First) and address(es) ATLANTIC VAN LINES, INC. 7451 Race Road, P. O. Box 378 Hanover, MD 21076 Fed. I. D. #52-1200513	2. Secured Party(ies) and address(es) REDEX, INC. P. O. Box 15370 Salt Lake City, UT 84115	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: All accounts receivable, instruments, and general intangibles, including, without limitation, freight bills, of Debtor, presently existing or hereafter arising or created <i>after</i> <i>May 16, 1986.</i> Note: <u>Not subject to Recordation Tax</u>		5. Assignee(s) of Secured Party and Address(es) ZIONS FIRST NATIONAL BANK Commercial Loan Dept. P. O. Box 25822 Salt Lake City, UT 84125

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 County, MD

ATLANTIC VAN LINES, INC.
 By: *[Signature]*
 Signature(s) of Debtor(s)

REDEX, INC.
 By: *[Signature]*
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM FORM UCC-1-05

Mailed to Secured Party

1986 MAY 23 AM 10:24

FILING OFFICE

OPTIC.104 (URBAN.UCC)

300. 498 : 272

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: Liber 488, Folio 300 Dated: July 25, 1985
Record Reference: 257968

2. DEBTOR is:

Name: Urban Litho, Incorporated
Address: 8889 Kelso Drive
Baltimore, MD 21221

3. SECURED PARTY is:

Name: Optic Graphics, Inc.
Address: 101 Dover Road
Glen Burnie, MD 21061

RECORD FEE 10.00
POSTAGE .50
1985-07-25 10:42
MAY 23 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: John A. Scaldara, Esquire
 3rd Floor, Sun Life Building
 Baltimore, MD 21201

G. L. CLERK

SECURED PARTY:

Optic Graphics, Inc.

Date: May 7, 1986

By Bernard A. Kinlein
Bernard A. Kinlein, President

1986 MAY 23 AM 10:24
F. J. ... DECEMBER

Mailed to Secured Party

498 273
STATE OF MARYLAND

261870

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Gunther, Martin E.
Address 1756 West Drive, Pasadena, MD 21122

2. SECURED PARTY

Name Jacobs Ford Truck Sales, Inc.
Address 8300 Ardwick-Ardmore Road, Landover, MD 20785
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)
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, 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)
Martin E. Gunther

Martin E. Gunther
(Signature of Debtor)

Martin E. Gunther
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 L. Stevens
(Signature of Secured Party)

ROBERT L. STEVENS General Man.
Type or Print Above Signature on Above Line

17 00
50

800-408-274

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 May 7, 1986

between Jacobs Ford Truck Sales, Inc. as Seller/Lessor/Mortgagee and Martin E. Gunther, 1756 West Drive, Pasadena, MD 21122 (Name) (Address)

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

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the 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 \$ 108,444.00 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 7th day of May, 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.)

BOOK 498 PAGE 274 A

CONDITIONAL SALE CONTRACT NOTE

TO: Jacobs Ford Truck Sales, Inc. ("Seller") FROM: Martin E. Gunther ("Buyer")
8300 Ardwick-Ardmore Road, Landover, MD 20785 1756 West Drive, Pasadena, MD 21122

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) New 1986 Peterbilt
Model 359 Tandem Conventional
Sleeper, S/N 1XP9DB9X2GN203992

(1) TIME SALES PRICE \$ 112,644.00
(2) Less DOWN PAYMENT IN CASH \$ 4,200.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 108,444.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1756 West Drive, Pasadena, MD 21122

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred eight thousand four hundred forty four and 00/100***** Dollars (\$ 108,444.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 13th day of June, 19 86, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,807.40 and the final installment being in the amount of \$ 1,807.40

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: May 7, 19 86

Accepted Jacobs Ford Truck Sales, Inc. (SEAL)
(Print Name of Seller Here)

Martin E. Gunther (SEAL)
(Print Name of Buyer-Maker Here)

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

By: Martin Gunther
Co-Buyer-Maker: _____ (SEAL)

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

By: _____
(Print Name of Co-Buyer-Maker Here)

This instrument prepared by _____

1

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____

 (Witness)
 By _____ (SEAL)
 (Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller

 (Signature, Title of Officer, "Partner" or "Proprietor")

Mailed to Secured Party

OPTIC.104 (URBAN.UCC)

800. 498 . 272

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: Liber 488, Folio 300
Record Reference: 257968

Dated: July 25, 1985

2. DEBTOR is:

Name: Urban Litho, Incorporated
Address: 8889 Kelso Drive
Baltimore, MD 21221

3. SECURED PARTY is:

Name: Optic Graphics, Inc.
Address: 101 Dover Road
Glen Burnie, MD 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: John A. Scaldara, Esquire
3rd Floor, Sun Life Building
Baltimore, MD 21201

SECURED PARTY:

Optic Graphics, Inc.

Date: May 7, 1986

BY Bernard A. Kinlein
Bernard A. Kinlein, President

Mailed to Secured Party

1986 MAY 23 10:24

O.L. ALER

498 276
261071

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 85,500.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

JABEZ PLASTICS, INC.
(Name)
10 PENROD COURT
(Address)
GLEN BURNIE, MARYLAND 21061

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND
Attn: ROBERT P. FREY
(Name of Loan Officer)
P.O. Box 1596
(Address)
Baltimore, MD 21203

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

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 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, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described equipment, Accounts Inventory, shall herein be called "Assets", (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which Bank has been or is hereafter granted a security interest under any 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; (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)

JABEZ PLASTIC, INC. (Seal)
Paul F. Wooden Jr. (Signature)
PAUL F. WOODEN JR. PRESIDENT
(Print or Type Name)

DEBTOR (OR ASSIGNOR)

(Seal)

(Signature)

(Print or Type Name)

11.00
598.50

Mailed to Secured Party

1986 MAY 23 AM 10:24



A.A. County

800-498-2777

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. 254200 Dated Oct. 16, 1984
Record Reference Book 478 Page 463

2. DEBTOR is:

Name: RIM Corporation (Last Name First)
Address: 190 N Penrod Court, Glen Burnie, Maryland 21061

3. SECURED PARTY is:

Name: Union Trust Company of Maryland
Address: Baltimore & St. Paul Streets, Baltimore, Maryland 21203

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

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

RETURN TO: UNION TRUST COMPANY OF MARYLAND
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

Date: APRIL 29, 1984

By: [Signature] VP (Title)

012-1721-0037

Mailed to Secured Party

1000



1984 MAY 23 AM 10:25

E. AUSTIN COLLISON

TERMINATION STATEMENT

500- 498 278

RECORDED: CLERK OF THE CIRCUIT COURT/ANNE ARUNDEL COUNTY

Liber -- 484 ID# 256185
Folio -- 106

DEBTOR **

NAME EARL B. WALKER T/A AMERICAN RAILROAD REPAIR & INSTALLATION CO.
ADDRESS P. O. Box 459
Laurel, MD. 20707

SECURED PARTY **

NAME INGERSOLL RAND EQUIPMENT SALES
5681 Main Street
ADDRESS P.O. Box 7464
Elkridge, MD. 21227

RECORD FEE 10.00
POSTAGE 50
MAY 23 1986

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.

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.

Bradley W. Berger
Secured Party 5/20/86



1 - Ingersoll Rand P100WW Compressor N 144365

1986 MAY 23 AM 10:25

E. ADNEY COLLISON
CLERK

Mailed to Secured Party



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.

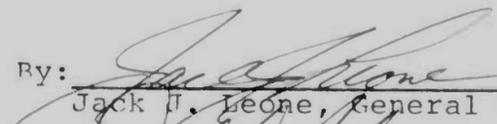
5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the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

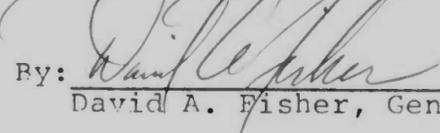
6. Proceeds of collateral are covered by this Financing Statement.

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:

ABC PARTNERSHIP

By:  (SEAL)
Jack J. Leone, General Partner

By:  (SEAL)
David A. Fisher, General Partner

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

First American Bank of Maryland
8701 Georgia Avenue
Silver Spring, Maryland 20910
Attention: Mary C. Martin

EXHIBIT A

BEGINNING for the same at a point in the fourteenth line of the parcel of land which by Deed dated July 9, 1947 and recorded among the land records of Anne Arundel County in Liber JHH 418 folio 542 was conveyed by Gilbert H. Clark, widower et al to the Mayor and City Council of Baltimore, at the distance of North 00 degrees 39 minutes 00 seconds West 6.67 feet from Boundary Stone No. 73, of the Friendship International Airport, planted at the beginning of the fourteenth line of said Deed, the coordinates of said point of beginning, based upon the system adopted by the Baltimore Survey Control System, being West 22978.18 feet and South 50476.73 feet and being in the division line between said Friendship International Airport and the property of the Pennsylvania Railroad Company and running thence binding on said division line the seven following courses and distances, namely, North 00 degrees 39 minutes 00 seconds West 409.14 feet to boundary stone No. 74 North 87 degrees 56 minutes 58 seconds West 90.15 feet to boundary stone No. 75 North 00 degrees 26 minutes 40 seconds East 369.10 feet to boundary stone No. 76, by a line curving to the right, with a 11445.12 foot radius, the distance of 1993.12 feet which arc is subtended by a chord bearing North 05 degrees 24 minutes 27 seconds East 1990.54 feet to boundary stone No. 77, North 10 degrees 25 minutes 19 seconds East 998.80 feet to boundary stone No. 78, North 74 degrees 06 minutes 38 seconds West 5.63 feet to boundary stone No. 79 and North 10 degrees 25 minutes 3 seconds East 1147.84 feet; thence for new line of division South 85 degrees 47 minutes 18 seconds East 98.38 feet to intersect the west side of Fort Meade Road, 200 feet wide; thence binding on the west side of said Fort Meade Road South 10 degrees 29 minutes 32 seconds West 2551.34 feet to intersect the west side of Fort Meade Road as proposed to be widened; thence binding on the west side of said last mentioned Fort Meade Road, as proposed to be widened, the three following courses and distances, namely, by a line curving to the left, with a 2602.52 foot radius, the distance of 1022.76 feet which arc is subtended by a chord bearing South 00 degrees 45 minutes 58 seconds East 1016.19 feet, South 12 degrees 01 minutes 28 seconds East 1222.29 feet and South 38 degrees 04 minutes 52 seconds West 187.40 feet to intersect the north side of Dorsey Road, as proposed to be widened and thence binding on the north side of said Dorsey Road, as proposed to be widened the two following courses and distances, namely, by a line curving to the right with a 5108.71 foot radius, the distance of 68.50 feet which arc is subtended by a chord bearing South 89 degrees 31 minutes 17 seconds West 68.50 feet and South 89 degrees 54 minutes 20 seconds West 196.23 feet to the place of beginning. Containing 18.087 acres of land, more or less.

BEGINNING for the same at a point in the fourteenth line of the parcel of land which by deed dated July 9, 1947 and recorded among the land records of Anne Arundel County in Liber JHH 418 folio 542 was conveyed by Gilbert H. Clark, widower, et al, to the Mayor and City Council of Baltimore, at the distance of North 00 degrees 39 minutes 00 seconds West 6.67 feet from Boundary Stone No. 73 of Friendship International Airport, planted at the beginning of the fourteenth line of said deed, the coordinates of said point being West 22,978.18 feet and South 50,476.73 feet based upon the system of plane coordinates adopted by the Baltimore Survey Control System, said point being also on the northernmost side of Dorsey Road as widened and said point being also on the divisional line between the property conveyed by the Mayor and City Council of Baltimore to the Alban Tractor Company and the property of The Philadelphia, Baltimore and Washington Railroad Company and running thence as now surveyed and with courses referred to the above mentioned system of plane coordinates and binding on the above mentioned side of Dorsey Road being partly by remaining land of said Railroad Company South 89 degrees 54 minutes 20 seconds West 118.94 feet to a hub now set and to intersect a line drawn parallel with and 59.00 feet measured eastwardly at right angles to the center line between No 2 and No. 3 Main Tracks of railroad of the above mentioned Railroad Company; the following courses and distances being by remaining land of the above mentioned Railroad Company the first four thereof binding on said parallel line: North 00 degrees 26 minutes 40 seconds East 781.79 feet to a hub now set; northwardly, by a line curving to the right with a radius of 11,466.12 feet, the arc distance of 1,996.78 feet, which arc is subtended by a chord bearing North 5 degrees 24 minutes 28 seconds East 1,994.20 feet to a hub now set; North 10 degrees 25 minutes 19 seconds East 999.34 feet to a hub now set; North 10 degrees 25 minutes 13 seconds East 1,146.16 feet to a hub now set and to intersect the westerly projection of the eighth or South 85 degrees 47 minutes 18 seconds East 98.38 feet line of the land which by deed recorded among the land records of Anne Arundel County in Liber No. 1818 folio 164 was conveyed by the

600. 498 252

Mayor and City of Baltimore unto the Alban Tractor Company; and thence binding on said projection South 85 degrees 47 minutes 18 seconds East 15.50 feet to a hub heretofore set and to the end of the seventh line of the last above mentioned conveyance and thence binding reversely on the seventh, sixth, fifth, fourth, third, second and first lines thereof as follows, viz: South 10 degrees 25 minutes 13 seconds West, 1,147.84 feet; South 74 degrees 06 minutes 38 seconds East 5.63; South 10 degrees 25 minutes 19 seconds West 998.80 feet; southwardly, by a line curving to the left, with a radius of 11,445.12 feet the arc distance of 1,993.12 feet which arc is subtended by a chord bearing South 05 degrees 24 minutes 28 seconds West 1,990.53 feet; South 00 degrees 26 minutes 40 seconds West 369.10 feet; South 87 degrees 56 minutes 58 seconds East 90.15 feet; and South 00 degrees 39 minutes 00 seconds East 409.15 feet to the place of beginning. Containing 3.111 acres of land, more or less.

Mailed to Secured Party



SECOND NATIONAL Building & Loan

261975

FINANCING STATEMENT

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:
 Douglas M. Cummings 302 Ritchie Highway
 Mary Ellen Cummings Severna Park, Md. 21146
 Jeffrey C. Schmidlein
 Faith Hackett

2. Name of Secured Party (or Assignee) and address:

Second National Building and Loan, Inc.
 Route 50 & Phillip Morris Drive
 Post Office Box 2558
 Salisbury, MD 21801

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

All furniture, fixtures and equipment used in and on the premises of
 Doctors Care operated at 302 Ritchie Highway - Severna Park, Md. 21146

4. 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 \$ ___

(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.

RECORDING FEE 14.00
 POSTAGE .50
 47-503 0777 802 111442
 MAY 23 86

Debtor(s)

 Douglas M. Cummings

 Mary Ellen Cummings

 Jeffrey C. Schmidlein

 Faith Hackett

Secured Party:

 BY: _____
 (Authorized Signature)
 Michael T. McGraw/Asst. Vice President
 (Type Name and Title)

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

DATED: May 20 19 86

REV. 2/84

1400
50.

Mailed to Secured Party



ISSUED 23 AM 11:42

E. AUGER, JR. CLERK

FEDERAL EXPRESS CORPORATION
861647-000
Anne Arundel

STATE OF MARYLAND

BOOK 498 PAGE 281

FINANCING STATEMENT FORM UCC-1

Identifying File No. 261970

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

If transaction or transactions wholly or partially subject to 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 Finalco, Incorporated

Address 8200 Greensboro Drive, Suite 1400

2. SECURED PARTY

Name Goldome F.S.B.

Address One Fountain Plaza
Buffalo, NY 14203

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

3. Maturity date of obligation (if any) _____

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

Equipment described on attached page and Equipment Schedule 861647-000 dated as of 4/28/86 to Master Lease Agreement dated as of 8/28/85 between Finalco, Incorporated as Lessor and Federal Express Corporation as Lessee.
For information purposes only, the Collateral will be located at: Premises of:
SEE ATTACHED PAGE

RECORDING FEE 11.00
POSTAGE .50
MAY 23 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)

Judy G. Ware Manager/UCC
(Signature of Debtor)

FINALCO, INCORPORATED
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Title: _____
(Signature of Secured Party)

GOLDOME F.S.B.

Type or Print Above Signature on Above Line

11-52

. This FINANCING STATEMENT covers the following types or items of property:
The following equipment including additions, accessions and substitutions thereof
and proceeds: equipment manufactured by

The Equipment consists of the following Units of Tandem Computers Incorporated
electronic data processing equipment:

<u>Description</u>	<u>Model</u>	<u>Serial Number</u>	<u>Quantity</u>
Ext Pkg. System	T16/270		1
Ext Pkg. Sys. Int. Add-In Drive	T16/42		1
Bit Synchronous Controller (RS-)	T16/62A-2		1
Memory Module, MOS, 2 M Bytes	T16/2422		4
Bit Synchronous Controller (RS-)	T16/6204-2		5
X.25 Access Method-Ext ILF + DS	T16/9060ED		1
Terminal, CRT, Multi-Page 12in	T16/6531		1
USASCII Keyboard 6530/31/32 Term	T16/653KA		1
SNAX-Ext ILF + DSO	T16/9064ED		1
SNAX/HLS-Ext ILF + DSO	T16/9089ED		1
Guardian 90XF-Ext ILF + DSO	T16/9090ED		1
653X Extra Length Cable Set	T16/6LC		1

Equipment Schedule 861647-000 dated as of 4/28/86 to Master Lease Agreement dated as of 8/28/85 between Finalco, Incorporated, Lessor and Federal Express Corporation, Lessee covering the aforementioned equipment.

Original Location of the Equipment: Premises of Federal Express Corporation

<u>719 Hammonds Ferry</u>			
<u>Street</u>		<u>Address</u>	
<u>Linthicum,</u>	<u>Anne Arundel,</u>	<u>Maryland</u>	<u>21090</u>
<u>City</u>	<u>County</u>	<u>State</u>	<u>ZIP</u>

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1
FEDERAL EXPRESS CORPORATION 861647-000 ANNE ARUNDEL COUNTY, MD

BOOK 498 PAGE 286
Identifying File No. 261977
94-1504-026

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

If transaction or transactions wholly or partially subject to 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 Federal Express Corporation
Address Memphis International Airport/Memphis TN 38194

2. SECURED PARTY

Name Finalco, Incorporated
Address 8200 Greensboro Drive, Suite 1400
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)

Equipment described on attached page and Equipment Schedule 861647-000 dated as of 4/28/86 to Master Lease Agreement dated as of 8/28/85 between Finalco, Lessor and Debtor, Lessee. This financing statement is for recordation purposes only, and it is not ^{intended to} and shall not be construed as indication of legal effect. For information purposes only, the Collateral will be located at: Premises of: SEE ATTACHED PAGE

ASSIGNEE:
Goldome F.S.B.
One Fountain Plaza
Buffalo, NY 14203

RECORD FEE 11.00
POSTAGE 50
MAY 23 1986
MAY 23 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)

Not Subject to Recordation Tax

RDH

Edwin A. White
EDWIN A. WHITE

TITLE: (Signature of Debtor)
VICE PRESIDENT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FINALCO, INCORPORATED 77.77

Linda S. Hearn
Linda S. Hearn

TITLE: (Signature of Secured Party)

Linda S. Hearn

Type or Print Above Signature on Above Line

11.00 50

1986 MAY 23 PM 12:52
CLERK

This FINANCING STATEMENT covers the following types or items of property:
The following equipment including additions, accessions and substitutions thereof
and proceeds: equipment manufactured by

The Equipment consists of the following Units of Tandem Computers Incorporated
electronic data processing equipment:

<u>Description</u>	<u>Model</u>	<u>Serial Number</u>	<u>Quantity</u>
Ext Pkg. System	T16/270		1
Ext Pkg. Sys. Int. Add-In Drive	T16/42		1
Bit Synchronous Controller (RS-)	T16/62A-2		1
Memory Module, MOS, 2 M Bytes	T16/2422		4
Bit Synchronous Controller (RS-)	T16/6204-2		5
X.25 Access Method-Ext ILF + DS	T16/9060ED		1
Terminal, CRT, Multi-Page 12in	T16/6531		1
USASCII Keyboard 6530/31/32 Term	T16/653KA		1
SNAX-Ext ILF + DSO	T16/9064ED		1
SNAX/HLS-Ext ILF + DSO	T16/9089ED		1
Guardian 90XF-Ext ILF + DSO	T16/9090ED		1
653X Extra Length Cable Set	T16/6LC		1

Equipment Schedule 861647-000 dated as of 4/28/86 to Master Lease Agreement dated as of 8/28/85 between Finalco, Incorporated, Lessor and Federal Express Corporation, Lessee covering the aforementioned equipment.

Original Location of the Equipment: Premises of Federal Express Corporation

<u>719 Hammonds Ferry</u>			
<u>Street</u>		<u>Address</u>	
<u>Linthicum,</u>	<u>Anne Arundel,</u>	<u>Maryland</u>	<u>21090</u>
<u>City</u>	<u>County</u>	<u>State</u>	<u>ZIP</u>

Debtor or Assignor Form

FINANCING STATEMENT

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

Name of Debtor

Address

Castle Home Center, Inc.

193 Maryland Route 3, South
Millersville, MD 21108

SECURED PARTY

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

Attach separate list if necessary

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

All inventory and equipment now owned and all inventory and equipment hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such inventory and equipment.

All accounts receivable now owned and all accounts receivable hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such 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)

Secured Party (or Assignee)

Castle Home Center, Inc.

FARMERS NATIONAL
BANK OF MARYLAND

BY: *Kati J. Park*
Kati J. Park, President

BY: *Thomas P. Weinhold*
Thomas P. Weinhold, Vice President

BY: *R. Michael Shymansky*
R. Michael Shymansky
Assistant Vice President

Type or print names under signatures

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

1988 MAY 23 PM 1:26
E. ALLEN PULLISON

RETURN FEE 11.00
POSTAGE 50
MAY 23 1988

11-5

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal Amount is \$ 53,000.00

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

Name of Debtor

Address

Castle Home Center, Inc.

193 Maryland Route 3, South
Millersville, MD 21108

SECURED PARTY

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

Attach separate list if necessary

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

One new Televideo PM-8T-85 Computer System including 6 PM work stations, 1 PM expansion unit (8 user), 1 TPC-11 unit, 1 1605 plus unit, 8072 Printer, 8010 Printer, 4 EL-4-1PSTI cash drawers, 4 PCOS200 Ithaca Printers, 2 Credit Card Reader Light Pens, 2 Credit Card Reader Modems, 1 TPC II Modem, 1 1605 Plus Modem, 1 Personal Terminal Unit, as well as miscellaneous cabling, cassette tapes, The General Store software package.

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.

1988 MAY 23 PM 1:26
CLERK
Q.L.

RECORD FEE 12.00
RECORD TAX 71.00
TOTAL 83.00
MAY 23 1988

Debtor (or Assignor)

Secured Party (or Assignee)

Castle Home Center, Inc.

FARMERS NATIONAL
BANK OF MARYLAND

BY: *Karl J. Park*
Karl J. Park, Pres.

BY: *Thomas P. Weinhold*
Thomas P. Weinhold, Vice President

BY: *R. Michael Shymansky*
R. Michael Shymansky
Assistant Vice President

Type or print names under signatures

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

11
377
2

Debtor or Assignor Form

FINANCING STATEMENT

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

Name of Debtor

Address

Annapolis Paint Company

1955 West St.
Annapolis, MD 21401

SECURED PARTY

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

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
All accounts and inventory now owned and all accounts and inventory hereafter acquired by Borrower, and all proceeds (cash and non-cash) of such accounts and inventory.
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
3. Proceeds } of the collateral are also specifically covered.
 Products }
4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

1966 MAY 23 PM 1:26
FARMERS NATIONAL BANK
CLERK

9 L
100

Debtor (or Assignor)

Secured Party (or Assignee)

Annapolis Paint Company

FARMERS NATIONAL BANK OF MARYLAND

BY: *Gilbert W. Allen*
Gilbert W. Allen, President

Irvin Ebaugh, Jr.
Irvin Ebaugh, Jr., Sec.

BY: *Frank T. Lowman*
Frank T. Lowman, Senior Vice President

Type or print names under signatures

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

11-4
5

Identifying File 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 Performance Discount Tire Co., Inc.
Address 1047 Maryland 3 North, Gambrills, MD 21054

2. SECURED PARTY

Name Dunlop Tire Corporation
Address P.O. Box 405, Buffalo, NY 14240

Gerald F. Keipert, Esquire, 110 East Lexington 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)

Debtor hereby grants to Dunlop a continuing security interest in all of Debtor's inventory manufactured or sold by, or bearing the brand name or trademark of Dunlop, wherever located, now owned or hereafter acquired by Debtor, and all proceeds thereof, including but not limited to all accounts, contract rights, chattel paper, instruments, deposit accounts, insurance proceeds, and general intangibles, and all books of account and other records pertaining to said inventory and 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)

PERFORMANCE DISCOUNT TIRE CO., INC.

G. Becken PRESIDENT
(Signature of Debtor)

WM G. Becken
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

DUNLOP TIRE CORPORATION

Craig J. Farkas Asst. General Credit Manager
(Signature of Secured Party)

Craig J. Farkas

Type or Print Above Signature on Above Line

MAY 23 AM 9:15

FINANCING STATEMENT

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

1. Name of Debtor(s): World Imperial Auto Parts, Inc.
 Address: 8578 Laureldale Drive
 Laurel, Maryland 20707

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

3. This Financing Statement covers the following types (or items) of property:
 A continuing security interest in all accounts receivable,
 inventory and equipment now in existence and 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.

Debtor(s): World Imperial Auto Parts, Inc.

[Signature]
 Peter G. Wilson, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *[Signature]*
 Michael G. M... Senior 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)

Mailed to Secured Party

RECORDED 11.00
 POSTAGE 50
 801-241-57
 MAY 23 26



MAY 23 PM 3:40

1180

CIRCUIT COURT OF ANNE ARUNDEL COUNTY **Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code**

BOOK 498 PAGE 293

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 238005 recorded in Liber 437, Folio 592 on May 20, 1981 (date).

1. DEBTOR(S):
 Name(s): World Imported Auto Parts, Maryland, Inc.
 Address(es): 8578 Laureldale Drive
Laurel, MD 20810

2. SECURED PARTY:
 Name: Equitable Trust Company
 Address: 320 Main Street
Laurel, MD 20810

On July 1, 1982, The Equitable Trust Company merged with Equitable Bank, National Association. Any reference herein to The Equitable Trust Company shall mean Equitable Bank, National Association.

Person and Address to whom Statement is to be returned if different from above:
Equitable Bank, N.A.
100 S. Charles Street 3rd floor
Baltimore, MD 21201 ATTN: Sandi Ford

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:
World Imported Auto Parts, Maryland

SECURED PARTY:
EQUITABLE BANK, National Association
 By [Signature]
David W. Irej Vice President
(Type Name and Title)

1000
50

Mailed to Secured Party

1988 MAY 23 PM 3:41

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 250077

RECORDED IN LIBER 468 FOLIO 277 ON Dec 9, 83 (DATE)

1. DEBTOR: Name Richard & Mary Hemming
Address 274 Greeley Cir. Annapolis MD 21012

2. SECURED PARTY: Name Commercial Credit S&F
Address 53 McKim Rd. Severn Park MD 21141

Person and Address To Whom Statement is To be Returned if Different From Above.

CHECK () TOP OF STATEMENT

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

RECORDS FEE 15.00
POSTAGE .50
NOV 27 1983
9:10 AM

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

Name Commercial Credit S&F
Address 576 Ritchie Highway Severn Park MD 21141

Dated 2/26/84 L.A. Whitezell
(Signature of Secured Party)
L.A. WHITEZELL
Type or Print Above Name on Above Line

1. No. of additional sheets	Liber	Page	For Filing Officer (Date, Time, Number, and Filing Office)
2. Debtor(s) (Last Name First) and address(es) University Micro Reference Laboratory, Inc. 611 P. Hammonds Ferry Road Linthicum, Maryland 21090		3. Secured Party(ies) and address(es) Daniel G. Quirk P.O. Box 358 Ypsilanti, MI 48197	
4. Name and address(es) of assignee(s) (if any)		CHECK <input checked="" type="checkbox"/> if applicable	
		5. <input type="checkbox"/> Products of collateral are also covered.	
		6. <input checked="" type="checkbox"/> Collateral was brought into this state subject to a security interest in another jurisdiction.	
7. This financing statement covers the following types (or items) of property:			
Equipment: All of the present equipment, additions and accessions and any equipment hereinafter acquired to be used in the business of Debtor and located at 611 P. Hammonds Ferry Road, Linthicum, Maryland			
Accounts Receivable: All of Debtor's accounts receivable whether or not warrantdd, now existing or hereafter arising.			
Inventory: All goods, merchandise, raw materials, goods in process, finished goods, and other tangible personalty to be sold or consumed in the business.			
UNIVERSITY MICRO REFERENCE LABORATORY, INC.		<i>Daniel G. Quirk</i>	
By: <i>Rex D. Agostino</i> Rex D. Agostino, President		by: Daniel G. Quirk (Signature of Secured Party or Assignee of Record)	

RECORDED 13.00
POSTAGE \$0
409000 2777 90 71513-4
MAY 23 86

REGISTER OF DEEDS COPY

Order by Form B411 Rev. 1-80 From Doubleday Bros. & Co., Kalamazoo, Mich. 49002 FINANCIAL PRINTERS



Mailed to Secured Party

1986 MAY 23 PM 3:41



WASHINGTON GAS LIGHT COMPANY
RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

Form E.C.S.-1

CONTRACT NO.
15925

I. DEFINITIONS. The following terms have the meanings given below:

A. Debtor (hereinafter "buyer") means:
Name(s): JAMES E. SMITH
Address: 966-Summer Hill Rd.
Gambills, Md. 21054
Telephone: (H) 621-9532 (O) 624-6565

B. Secured Party (hereinafter "seller") means:
Washington Gas Light Company
1100 H Street, N.W.
Washington, D.C. 20080
Telephone: (703) 354-5700

C. Collateral (hereinafter "products") means: Thermal Roof System
Remove old Roof Shingles And haul AWAY.
Install New 1515 felt paper. Re-roof home Using Celotex Rustic Shingles Cedarwood in Color.
Install new Chimney Flashing + Install 2 Brown Rock Line Louvers.
Regutter + Downspout home in white Aluminum
Install Downspouts on all 4 Sides of home -

D. The products are to be affixed to the real estate (hereinafter "property") which property is known as: 966-Summer Hill Road, Gambills, MARYLAND, 21054 and all proceeds of such products.
the legal description of which is LOT 43, SQ/BLK —, SEC. 4
FOUR SEASONS Estates SUBD. ANNE ARUNDEL COUNTY.
STATE/DISTRICT OF Maryland and the record owner(s) of which is (are) JAMES E SMITH
tax account no. _____

E. Services means the installation of products at or in the house or structure located at the property (check if seller's obligation and applicable), the () disposal of existing doors and windows, () removal of air conditioner and fan, () patching of drywall and plaster, and () additional work as follows _____

F. Period of work means the date or dates which is or are within the period which is approximately 6 to 8 weeks from the date buyer signs this Contract

G. Price, payment schedule, and payment terms have the meanings given below

RECORD FEE 11.00
POSTAGE .50
MAY 26 1985

J.M.F. SEP 10 1985

Service Date 1-63

Employee # 8371
Service Dept. Forestville

(1) Price:	Amount
1. Cash Price of Above Items	\$ 2602 40
2. Sales Tax (if applicable)	—
3. Cash Price of Services (if applicable)	—
4. Total Cash Price (1+2+3)	2602 40
5. Cash Downpayment (no more than 33% at execution) (Maryland)	—

6. ANNUAL PERCENTAGE RATE (cost of credit to buyer as yearly rate)	— %
7. FINANCE CHARGE (dollar amount credit will cost buyer)	—
8. Amount Financed (amount of credit provided to buyer) (4-5)	2602 40
9. Total of Payments (total amount buyer will have paid after payment of all scheduled payments) (7+8)	2602 40
10. Total Sales Price (total price of buyer's purchase on credit) (including downpayment) (4+7)	\$ 2602 40

(2) Payment Schedule:	Number of Payments	Amount of Payments	When Payments are Due
Bill: <input type="checkbox"/> Separately		\$	Monthly beginning (estimated)
<input type="checkbox"/> On gas bill		\$	months later (estimated)

(3) Payment terms: (a) In the event of prepayment, buyer will not have to pay a penalty and may be entitled to a partial rebate of the finance charge. (b) Buyer gives seller a security interest in the products and seller retains title to products until payment in full. (c) Information about other payment terms, non-payment, default, acceleration, and rebates may be found on the reverse side hereof.

TRUTH IN LENDING DISCLOSURES

II. NOTICES TO BUYER.

A. Signing, Copy, and Other Information. This Contract shall not be signed in blank. See other side of this document for important information and terms. These terms are a part of this Contract. You are entitled to a readable copy of this Contract at the time you sign it.

B. Prepayment, Redemption, and Resale for Maryland Buyers. Under the Maryland state law regulating installment sales, you have certain rights, among others: (1) to pay off the full amount due in advance and obtain a partial rebate of the finance charge, (2) to redeem the property if repossessed for a default, and (3) to require, under certain conditions, a resale of the property, if repossessed.

C. Cancellation. BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Seller and Secured Party:
By: John G. Adams 9-8-85 Date
Sales Person's License No. _____
Seller's License Nos. D.C. 249 VA. 014965 MD. 9850

Buyer and Debtor:
By: James E. Smith 9-8-85 Date
James E. Smith (Printed Name)

Buyer hereby acknowledges that before buyer signed the Contract, seller submitted the Contract with all the blank spaces filled in, that buyer had a reasonable opportunity to examine it, and that thereafter a legible, and complete copy thereof was delivered to buyer.

Buyer:
By: James E. Smith

- 1 (WHITE) Original—Recorder of Deeds
- 2 (WHITE) Dupl. Orig.—Seller, Credit Dept
- 3 (BLUE) Seller, Cust. Acctg.
- 4 (GREEN) Buyer's Copy
- 5 (PINK) Seller, E.C.S. Copy
- 6 (YELLOW) Seller, Credit Dept Copy

CONTRACT NO.
15925

Revised. 7/83

Mailed to Secured Party

WASHINGTON GAS LIGHT COMPANY 262050
RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

Form E.C.S.-1
CONTRACT NO. W/M/V
No. 15926

I. DEFINITIONS. The following terms have the meanings given below:

A. Debtor (hereinafter "buyer") means:
Name(s): James E. Smith
Address: 966 - Summer Hill Rd. Camballs, Md. 21054
Telephone: (H) 621-9532 (O) 624-6565

B. Secured Party (hereinafter "seller") means:
Washington Gas Light Company
1100 H Street, N.W.
Washington, D.C. 20080
Telephone: (703) 354-5700

C. Collateral (hereinafter "products") means:
Install 13 SEASON ALL 195
White Thermalized Aluminium double hung
Replacement Windows with insulated glass, Tilt
out SASH, and 1/2 Screens. and 1/2 Grid System
Full Cover outside Wood Trim in White Aluminium.

D. The products are to be affixed to the real estate (hereinafter "property") which property is known as: 966 Summer Hill
Road, Camballs, Maryland, 21054
the legal description of which is LOT 43, SQ/BLK ---, SEC. 4
Four Seasons Estates SUBD. None Around COUNTY, ---
STATE/DISTRICT OF Maryland and the record owner(s) of which is (are) James E. Smith
tax account no. ---

FOR FILING OFFICER
SECURED PARTY DESIRES THIS INSTRUMENT
TO BE INDEXED AGAINST THE RECORD OWNER
OF THE REAL ESTATE AND THE REAL ESTATE
(Date, Time, Number, and Filing Office)

RECORD FEE
POSTAGE
MAY 1985 CTTT POL

E. Services means the installation of products at or in the house or structure located at the property (check if seller's obligation and applicable), the () disposal of existing doors and windows, () removal of air conditioner and fan, () patching of drywall and plaster, and () additional work as follows _____

Services do not include, and BUYER IS RESPONSIBLE FOR, preparing work sites for seller's unimpeded access for installation of products, cleaning of products, sanding and finishing, correcting any hidden defects or any other conditions in or at the property, and completing all other tasks not specifically set forth above as an obligation of seller.

F. Period of work means the date or dates which is or are within the period which is approximately 10 to 12 weeks from the date buyer signs this Contract

G. Price, payment schedule, and payment terms have the meanings given below

(1) Price:	Amount
1. Cash Price of Above Items	\$ 3783 60
2. Sales Tax (if applicable)	
3. Cash Price of Services (if applicable)	1284 07
4. Total Cash Price (1+2+3)	5067 67
5. Cash Downpayment (no more than 33% at execution) (Maryland)	---

6. ANNUAL PERCENTAGE RATE (cost of credit to buyer as yearly rate)	---	%
7. FINANCE CHARGE (dollar amount credit will cost buyer)	---	
8. Amount Financed (amount of credit provided to buyer) (4-5)	5067 67	
9. Total of Payments (total amount buyer will have paid after payment of all scheduled payments) (7+8)	5067 67	
10. Total Sales Price (total price of buyer's purchase on credit) (including downpayment) (4+7)	\$ 5067 67	

(2) Payment Schedule:	Number of Payments	Amount of Payments	When Payments are Due
Bill <input type="checkbox"/> Separately		\$	Monthly beginning (estimated)
<input checked="" type="checkbox"/> On gas bill		\$	months later (estimated)

(3) Payment terms: (a) In the event of prepayment, buyer will not have to pay a penalty and may be entitled to a partial rebate of the finance charge. (b) Buyer gives seller a security interest in the products and seller retains title to products until payment in full. (c) Information about other payment terms, non-payment, default, acceleration, and rebates may be found on the reverse side hereof.

II. NOTICES TO BUYER.

A. Signing, Copy, and Other Information. This Contract shall not be signed in blank. See other side of this document for important information and terms. These terms are a part of this Contract. You are entitled to a readable copy of this Contract at the time you sign it.

B. Prepayment, Redemption, and Resale for Maryland Buyers. Under the Maryland state law regulating installment sales, you have certain rights, among others: (1) to pay off the full amount due in advance and obtain a partial rebate of the finance charge, (2) to redeem the property if repossessed for a default, and (3) to require, under certain conditions, a resale of the property, if repossessed.

C. Cancellation. BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Seller and Secured Party:
By: John G. Adams 9/8/85 Date
Sales Person's License No. _____
D.C. 249 VA. 014965 MD. 9850

Buyer and Debtor:
By: James E. Smith 9/8/85 Date
By: James E. Smith (Printed Name)

Buyer hereby acknowledges that before buyer signed the Contract, seller submitted the Contract with all the blank spaces filled in, that buyer had a reasonable opportunity to examine it, and that thereafter a legible, and complete copy thereof was delivered to buyer.

Buyer:
By: James E. Smith

- 1 (WHITE) Original—Recorder of Deeds
- 2 (WHITE) Dupl. Orig.—Seller, Credit Dept.

- 3 (BLUE) Seller, Cust. Acctg.
- 4 (GREEN) Buyer's Copy

- 5 (PINK) Seller, E.C.S. Copy
- 6 (YELLOW) Seller, Credit Dept. Copy

CONTRACT NO. W/M/V
No. 15926

Revised: 7/83

TRUTH IN LENDING DISCLOSURES

J.M.F. SEP 10 1985 3 7 1 Date Service Dept Foxworthville Employee # 8371

Mailed to Secured Party

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE FORM NO. 801-7 Ed. 1/83

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 252626 recorded in Liber 474 Folio 548 on July 18, 1984 (Date).

1. DEBTOR(S):

Name(s) Four Winds Enterprises, Inc. Address(es) 7465-M Candlewood Rd., Harman, Md. 21077

2. SECURED PARTY:

Name Maryland National Bank Address P.O.Box 535 Baltimore, Md. 21203

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

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

- 3. [] CONTINUATION. The original Financing Statement referred to above is still effective.
4. [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 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

J. Sayre - 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.

To Secured Party

1986 MAY 25 AM 8:59

CLERK

CLERK

262019

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 April 17, 1986, Schedule #02, dated 5/7/86 between Assignor as Lessor and LEASE ACCOUNT # 687140 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 5/12/86 between Assignor and Assignee:

- 3 (three) Liquid Blasters Model #8150D - S/N 483111
- Model #8250D - S/N 48719
- Model #10150D - S/N 28525

CHECK THE LINES WHICH APPLY

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

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

Mailed to Secured Party

2003
JEHLAS

13.50
11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 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 Jan. 29, 1985, Schedule # **, dated ** between Assignor as Lessor and LEASE ACCOUNT #058921 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 April 29, 1986 between Assignor and Assignee:

- ** 09, 12/1/85 16, 2/1/86
- 10, 12/1/85 17, 2/1/86
- 11, 12/1/85
- 12, 12/1/85
- 14, 2/1/86
- 15, 2/1/86

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)
TRANS-AMERICAN LEASING CORPORATION

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

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

BALTIMORE FEDERAL FINANCIAL, F.S.A

J. David Kommalan, Sr.
(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

STV

EQUIPMENT LIST

BDD: 498 PAGE 301

STV ENGINEERS, INC.

	<u>Quantity</u>	<u>Description</u>
Schedule 09	1 (one)	Electronic Total Station Model Top Con GTS3 - S/N H90738
" 10	4 (four)	Televideo #955 Terminals - S/N's D85101-356A, D85101-386A, D85101-375A, D85101-394A
" 11	8 (eight)	Televideo #955 Terminals - S/N's D85101-384A, D85101-393A, D85101-391A, D85101-363A, D85101-369A, D85101-377A, D85101-389A, D85101-281A.
" 12	1 (one)	ITT Model Xtra II PC w/disc drives, 256K Memory 14" Swivel tilt monitor and Keyboard S/N J8E020989
	1 (one)	Panasonic Printer #1091 S/N N/A
	1 (one)	Thorn/EMI Perfect Writer S/N N/A (S/N's for ITT J1F111848, 5352274, J3A74937)
" 14	1 (one)	Wild T2 Universal Theodolite Model 360328 Transit S/N 306870
" 15	1 (one)	CI-300 plus Printer w/ RS232 Interface S/N 512148
" 16	1 (one)	Xerox Printer Model 2700 S/N E24R043121
	1 (one)	Canon- Canofilm 100 S/N
	3 (three)	Gas Lift Chairs
	2 (two)	Tandy 3000 Cataloge #254010 Personal Computers S/N's
	2 (two)	CM2 13" R6B Monitors w/Drive board cables S/N's
	2 (two)	360 KB Floppy Disk Drive
	2 (two)	MS DOS 3.1
	1 (one)	IBM XT PC S/N
	1 (one)	20 MB Drive
	1 (one)	Floppy Disk Drive 360 KB
	1 (one)	AST 6 pack 384 KB
	1 (one)	AMDEK 600 R6B Monitor
	1 (one)	EVEN-X R6B Graphics Board
	1 (one)	DOS 3.1
	1 (one)	Citosh F10-55 TE55S Printer
	3 (three)	Epson 286 DOT Matrix 16" Printer
	1 (one)	Cable (XT-Epson 286)
	4 (four)	ARDTS Media Mate for 5 1/4" Floppy Disk Drive
	2 (two)	Curtis Diamond Surge protectors
	2 (two)	Curtis Ruby Surge protectors
	1 (one)	Calcomp Plotter Model 1042 GT w/ 36" wide Grit Drum, 30" wide Grit Drum and Xtra Pen Turrets

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: J. David KommalanTITLE: J. David Kommalan, Sr. V.P.

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro IIITITLE: Frank J. Sarro III, Exec. V.P.

EQUIPMENT LIST

BOOK 498 PAGE 302

STV ENGINEERS, INC.

	<u>Quantity</u>	<u>Description</u>
Schedule 17	1 (one)	Calcomp Plotter Model 1042 GT w/ 36" wide Grit Drum, 30" wide Grit Drum and Xtra Pen Turrets
	1 (one)	PW153CW First Graphics Terminal w/expansion cabinet
	1 (one)	PW153W Additional Graphics Terminal
	1 (one)	CS 780 Controller
	1 (one)	802508 Keypunch
	1 (one)	6680-08 Printer
	1 (one)	8010-08 Keypunch

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: J. David Kommalan, Sr. V.P.

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

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

Mailed to Secured Party

262021

BOOK 498 PAGE 303

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 May 15, 1986 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 April 2, 1986, Schedule #01, dated April 2, 1986 between Assignor as Lessor and LEASE ACCOUNT #682040 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 May 15, 1986 between Assignor and Assignee: 1(one) GTCO Digitizer w/4 button Cursor, cable; 1(one) Calcomp 1043 GT, 1(one) NEC APC III, 20 MB Hard Disk, 640K Ram, 360 Floppy Disk, 8087 Math Co-Processor, 14" Color Monitor; 1 (one) AutoCad (1,2,w/3).

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

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

RGSEL

Mailed to Secured Party

2080

FINANCING STATEMENT FORM UCC-1

Identifying File No. #4827

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 262033

If transaction or transactions wholly or partially subject to 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 In Motion

Address 421 4th Street, Annapolis, Md. 21403

2. SECURED PARTY

Name National Surety Leasing, Inc.

Address 672 Greenbriar Lane, Annapolis, Md. 21401

RECORD FEE 11.00
POSTAGE .50
TOTAL 11.50
MAY 26 1986

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

3. Maturity date of obligation (if any) _____

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

- One (1) Sharp 8200 Copier
Serial Number 66207041
- One (1) Sharp Copier Cabinet

Name and address of Assignee

CONDITIONAL SALES CONTRACT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

In Motion

Steve Lelluray
(Signature of Debtor)

Steve Lelluray/Owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

NATIONAL SURETY LEASING, INC.

Carole Hardesty
(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

262033

BOOK 498 PAGE 305

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____

FINANCING STATEMENT

1. Debtor(s):

BUILDERS LEASING COMPANY
Name or Names—Print or Type

SUITE 1703, 10401 GROSVENOR PLACE, ROCKVILLE, MD 20852
Address—Street No., City - County State Zip Code

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

2. Secured Party:

MELLON BANK (EAST) NATIONAL ASSOCIATION
Name or Names—Print or Type

MELLON BANK CENTER PHILADELPHIA, PA 19102
Address—Street No., City - County State Zip Code

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

See Attachments

Collateral location 301 Hospital Drive, Glen Burnie, Ann Arundel, MD.

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S): Builders Leasing Company SECURED PARTY:

by: Bresler & Reiner, Inc.

Philip Friedman (Signature of Debtor) Mellon Bank (East) National Association
(Company, if applicable)

PHILIP FRIEDMAN Type or Print *Beth A. Woodring* (Signature of Secured Party)

(Signature of Debtor) Beth A. Woodring
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 Mellon Bank (East) National Association
Four Mellon Bank Center
Philadelphia, PA 19102 ATTN:DSU AIM # 194-1700

1.000 Bros. Form F-1

1906 MAY 26 AM 8:59
 F. ARDREY 201 LISCH

1. The equipment and other personal property described in the schedules attached hereto (the "Equipment"), being the Equipment leased under that certain Equipment Schedule No. 8 dated April 10, 1986, executed pursuant to that certain Master Equipment Lease dated as of July 24, 1985, including all existing and future subleases, amendments, riders, schedules and supplements thereto (collectively, the "Lease"), between the Debtor, as lessor, and The North Arundel Hospital Association, Inc., as lessee, together with all accessories, parts, attachments and appurtenances appertaining or attached to any of the Equipment, and all substitutions, trade-ins, renewals and replacements of, and improvements and accessions to any and all of said Equipment, and in each case whether now owned or hereafter acquired;
2. All right, title and interest of the Debtor, as lessor, in and to the Lease and all amounts of rent, insurance proceeds, indemnity (but specifically excluding any tax indemnity pursuant to Rider No. 1, the Tax Indemnification Leverage, executed pursuant to and attached to the Lease) or other payments of any kind for or with respect to any item of Equipment, and other sums due and to become due thereunder (including, without limitation, casualty values), including any and all extensions or renewals thereof insofar as the same cover or relate to the Equipment;
3. Together with all the proceeds (cash and non-cash), issues, income, profits, all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, and books and records related to, arising from, or in connection with the foregoing.

ITEM NO	LIST NUMBER	DESCRIPTION/SERIAL NO
		The following equipment manufactured by Siemens:
1	000-006525/000-070547	ZLC/3700 GAMMA CAMERA--DOT/ORB
2	000-070605	C-STAND F/USE W/DDT-ORBITER
3	000-003219	SERIAL # 96019 DIGITAL OPERATOR'S TERMINAL
4	000-070547	SERIAL # 33949 ZLC/37 DIGITRAC DET./PROCESSOR
5	710-002150	SERIAL # NX-419 INSTRUCTION MANUAL-DET & STAND
6	710-002220	INSTRUCTION MANUAL F/D.O.T.
7	820-824094	ORBITER W/ECT TABLE 3700/7500
8	820-824148	ORBITER PATIENT SCAN TABLE
9	710-002400	SERIAL # 07110 ORB SPEC SCAN ACCY F/DDT MNL
10	820-824976	PAPALLEL MEDIUM ENERGY COLL.
11	825-002164	SERIAL # 30584 L.E.A.P. PAR. INSERT, 140KEV
12	820824652	SERIAL # 31577 DUAL COLLIMATOR CART
13	035-398001	VIDEO INTERFACE TO MICRO DOT
14	320-824127	ECG FOR DOT
15	000-003304/825-004780	MICRO DELTA/F-60 W/NAB SERIAL # MON322

Mailed to Secured Party

TO BE
 NOT TO BE

RECORDED IN
 LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
 ON PRINCIPAL
 AMOUNT OF
 \$ _____

FINANCING STATEMENT

1. Lessee:

The North Arundel Hospital Association, Inc.
 Name or Names—Print or Type

301 Hospital Drive Glen Burnie A.A. Co. MD 21061
 Address—Street No., City - County State Zip Code

 Name or Names—Print or Type

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

2. Lessor:

Builders Leasing Company
 Name or Names—Print or Type

10401 Grosvenor Place Rockville, MD 20852
 Address—Street No., City - County State Zip Code

Assignee:

Mellon Bank (East) National Association, Mellon Bank Center
Phila., PA 19102

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

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.

Lessor: BUILDERS LEASING COMPANY

T. Wyatt Madikus
 (Signature of Debtor)

T. WYATT MADIKUS
 Type or Print

 (Signature of Debtor)

 Type or Print

Builders Leasing Company
 (Company, if applicable)

Philip Friedman
 (Signature of Secured Party)

PHILIP FRIEDMAN TREASURER
 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 Mellon Bank (East) National Association
Mellon Bank Center
Philadelphia, Pa. 19102
 ATT: Rose Masciantonio (194-1700)

RECORDED
 11:00
 1506 MAY 26 AM 8:59

attached to and forming a part of the Maryland UCC-1 between The North Arundel Hospital Association, Inc., as lessee, and Builders Leasing Company, as lessor.

ITEM NO	LIST NUMBER	DESCRIPTION/SERIAL NO
		The following equipment manufactured by Siemens:
1	000-006525/000-070547	ZLC/3700 GAMMA CAMERA--DOT/ORB
2	000-070605	C-STAND F/USE Y/DOT-ORBITER
3	000-003219	SERIAL # 96019 DIGITAL OPERATOR'S TERMINAL
4	000-070547	SERIAL # 33945 ZLC/37 DIGITRAC DET./PROCESSOR
5	710-002150	SERIAL # NX-419 INSTRUCTION MANUAL-DET & STAND
6	710-002220	INSTRUCTION MANUAL F/D.O.T.
7	820-824094	ORBITER W/ECT TABLE 3700/7500
8	820-824148	ORBITER PATIENT SCAN TABLE
9	710-002400	SERIAL # 07110 ORB SPEC SCAN ACCY F/DOT MNL
10	820-824976	PARALLEL MEDIUM ENERGY COLL.
11	825-002164	SERIAL # 30584 L.E.A.P. PAR. INSERT, 140KEV
12	820824652	SERIAL # 31577 DUAL COLLIMATOR CART
13	035-398001	VIDEO INTERFACE TO MICRO DOT
14	320-824127	ECG FOR DOT
15	000-003304/825-004780	MICRO DELTA/F-60 W/NAB SERIAL # MON322

Mailed to Secured Party

FINANCING STATEMENT

(To Be Used For Indirect 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: Cherry Hill Construction Co., Inc.
(Name or Names—Last Name First)
P.O. Box 356, 8170 Mission Road, Jessup, Maryland 20794
(Address)

2. SECURED PARTY: McClung-Logan Equipment Co., Inc.
(Name or Names)
4601 Washington Blvd., Baltimore, Maryland 21227
(Address)

3. ASSIGNEE OF SECURED PARTY:

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

1-New Bomag Roller Model BW213D S/N 400124899

RECORD FEE 11.00
POSTAGE .50
499.01 CITY COL TOP: 1.1
MAY 26 86

- 5. Proceeds of collateral are covered hereunder: YES NO
- 6. Products of collateral are covered hereunder: YES NO
- 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Maryland Department of Assesments & Taxation
Clerk, Circuit Court for Anne Arundel County

9. RETURN TO:
McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, MD 21227

Dated this _____ day of _____, 19____

DEBTOR:
Cherry Hill Construction Co., Inc.

SECURED PARTY:
McClung-Logan Equipemnt Co., Inc.

By: [Signature]
(Title) Pres

By: [Signature]
Thomas B. Logan, President (Title)

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

262026

BOOK 498 PAGE 311

FINANCING STATEMENT

(To Be Used For Indirect 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: Cherry Hill Construction Co., Inc.
(Name or Names—Last Name First)
P.O. Box 356, 8170 Mission Road, Jessup, Maryland 20794
(Address)

2. SECURED PARTY: McClung-Logan Equipment Co., Inc.
(Name or Names)
4601 Washington Blvd., Baltimore, Maryland 21227
(Address)

3. ASSIGNEE
OF SECURED PARTY:

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

1-New Bomag Roller Model BW213D S/N 400122548

RECORDED
MAY 26 AM 10:03
11.00
POSTAGE .50
498102 0777 801 79412
MAY 26 86

- 5. Proceeds of collateral are covered hereunder: YES NO
- 6. Products of collateral are covered hereunder: YES NO
- 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Maryland Department of Assessments & Taxation
Clerk, Circuit Court for Anne Arundel County

9. RETURN TO:
McClung-Logan Equipment Co., Inc.
4601 Washington Blvd.
Baltimore, Maryland 21227

Dated this _____ day of _____, 19____

DEBTOR:
Cherry Hill Construction Co., Inc.

SECURED PARTY:
McClung-Logan Equipment Co., Inc.

By: [Signature] Pres
(Title)

By: [Signature]
Thomas B. Logan, President (Title)

FOR FILING OFFICER USE
File No _____ Date and Hour of Filing _____
Record Reference _____

FINANCING STATEMENT

(To Be Used For Indirect 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: Corman Construction Inc. (Name or Names—Last Name First) 8111 Annapolis Junction Road, Jessup, MD 20794 (Address)

2. SECURED PARTY: McClung-Logan Equipment Co., Inc. (Name or Names) 4601 Washington Blvd., Baltimore, MD 21227 (Address)

3. ASSIGNEE OF SECURED PARTY:

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

1-New Bomag BW213PD Roller S/N 400125166

RECORDING FEE 11.00
NOTARIAL FEE 2.50
TOTAL FEE 13.50
MAY 28 1986



1986 MAY 26 AM 10:03

- 5. Proceeds of collateral are covered hereunder: YES NO
- 6. Products of collateral are covered hereunder: YES NO
- 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Maryland Department of Assessments & Taxation Clerk, Circuit Court for Anne Arundel County

9. RETURN TO: McClung-Logan Eq., Co., Inc. 4601 Washington Blvd. Baltimore, MD 21227

Dated this 5 day of May, 1986

DEBTOR: Corman Construction Inc. SECURED PARTY: McClung-Logan Equipment Co., Inc.

By: Roy Daniel Equip Dept (Title) By: Thomas B. Logan, President (Title)

FOR FILING OFFICER USE
File No. _____ Date and Hour of Filing _____
Record Reference _____

N-2184

BOOK 498 PAGE 313

262023

FINANCING STATEMENT

(To Be Used For Indirect 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: Homeowners & Contractors Inc. (Name or Names—Last Name First) P.O. Box 369 Millersville, Maryland 21108 (Address)

2. SECURED PARTY: McClung-Logan Equipment Co., Inc. (Name or Names) 4601 Washington Blvd. Baltimore, MD 21227 (Address)

3. ASSIGNEE OF SECURED PARTY:

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

1-New Koehring Model 6608 Hydraulic Excavator w/22" Bucket & Sidecutters S/N 19397



RECORDED FEE 11.00 POSTAGE .50 MAY 26 1986

- 5. Proceeds of collateral are covered hereunder: YES [] NO []
6. Products of collateral are covered hereunder: YES [] NO []
7. This transaction is exempt from the Recordation Tax.

8. Filed with: Maryland Department of Assessments & Taxation Clerk, Circuit Court for Anne Arundel County

9. RETURN TO: McClung-Logan Equipment Co., Inc. 4601 Washington Blvd. Baltimore, MD 21227

Dated this 2 day of May 19 86

DEBTOR: Homeowners & Contractors Inc. SECURED PARTY: McClung-Logan Equipment Co., Inc.

By: [Signature] (Title) By: [Signature] Thomas B. Logan President (Title)

FOR FILING OFFICER USE
File No. _____ Date and Hour of Filing _____
Record Reference _____

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 May 14, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Brown, Diana, Margaret and Brown, George, Paul
 Address 904 Ritchie Road, Crownsville, Maryland 21032

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

1981 Pearson 32 31' 8 1/2" Hull # PEA65078M81A USCG O/N: 670207
 Engine: Universal, 15hp, diesel, serial #300918
 Additional Equipment: main with 2 reefs, jib, genoa 155%, hood, main cover, dodger, VHF radio, datamarine depth finder, knot meter, stereo, wind point wind speed, swim ladder, hot and cold water, 2 burner stove, Ritchie compass

CHECK THE LINES WHICH APPLY

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

Diana Margaret Brown
 (Signature of Debtor)

Diana Margaret Brown

Type or Print Above Name on Above Line

George Paul Brown
 (Signature of Debtor)

George Paul Brown

Type or Print Above Signature on Above Line

William C. Retzky - AVP
 (Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

498-315
-316

No's. NOT USED
S/B LAND

5-26-86

498-315
-316

No's. NOT USED
S/B LAND

5-26-86

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262031

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Aeronautical Radio, Inc.
Address 2551 Riva Road; Annapolis, Maryland 21401

2. SECURED PARTY

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

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

- 3. Maturity date of obligation (if any)
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.

CK # 2553



CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above 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 Kenneth D. Almgren, VP Finance
Type or Print Above Name on Above Line
Signature of Debtor
Type or Print Above Signature on Above Line

Signature of Secured Party
Type or Print Above Signature on Above Line

Handwritten number 2950

EXHIBIT A

Description of Equipment

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

Aeronautical Radio, Inc.

Type Full Legal Company Name

METLIFE CAPITAL CREDIT CORPORATION

Signature

Print Name

Signature

Print Name

Title

Title

Date

Date

EM ID.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	4407-34B-1 COLOR TERMINAL 50HZ. (B) CZ01609	1		1
	4404-299C-06U TYPE9 CARD CAGE RACK MOUNTED-SINGLE TRANSFORMER AI01390 AI01397	2		2
	35-01A62000 RACK, 6', CHAMOIS 16A DUAL AC *090361	1		1
	803VOLA100BA PRNTR, DESKTOP WITH KEYPAD, STD EIA INTERFACE, FULL DUPLEX AT WE02189	1		1
	+13-01A3204-4 3204-4 LA 100 SYSTEM REPORT PRINTER WE02189	9600		1
	803VOLA100BA PRNTR, DESKTOP WITH KEYPAD, STD EIA INTERFACE, FULL DUPLEX AT WE02190	1		1
	+13-01A3203-4 240 CPS CMS LOG PRINTER WE02190	9600		1
	01-07A310502 CS OMNIMODE 14.4 SINGLEPORT +RMC +EPG XF06867 XF06877	2		2
	01-03D310292 CS OMNIMODE 96 FOUR PORT MULTIPOINT +RMC MX66637 MX66642 MX68308	3		3
	01-01D310492 CS OMNIMODE 48 SINGLEPORT +RMC XK09186 XK09187 XK09189 XK09198 XK09205 XK09211 XK09271 XK09285 XK10277 XK10286 XK10287	11		11
	4418-64B-25 CS CMS 12 A XA02563 XA02582 XA02858 XA02871 XA02876 XA02882 XA02889 XA02900 XA02945	10		9
	4418-64B-25 CS CMS 12 A XA02850	10	9	1

EM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	07-01A310122 C.S. CAGE OMNIMODE, FP/REDUNDANT POWER SUPPLY 100/115/200/23 PB01851 PB02867	2		2
	07-01A310212 C.S. CAGE OMNIMODE, SECONDARY C, SINGLE POWER SUPPLY 100/115/2 PB01712 PB01731	2		2
	07-01A310242 C.S. CAGE OMNIMODE, SECONDARY A, SINGL P.S. W/SWITCH MODULE 10 PB03214	1		1
	01-07A310302 CS OMNIMODE 14.4 FOUR PORT MULTI PORT +RMC +EPG XF05165 XF05182 XF05194 XF05198	4		4

EM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	16-02A111 CMS D.C.U. FOUR PORT 87-127/178-264VAC. 47-65HZ - YX01900	1		1
	+INSTALL CHRGR INSTALLATION CHARGE YX01900			1
	4404-299B-07U TYPE 7 CAGE B 115V BK03095 BK03097 BK03145	3		3
	4402-227A-11 MODEL 90 CS DIGITAL MIXING MODULE DI02545 DI02549 DI02557 DI02563	4		4

EM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	08-01A1370A OMNIMUX 4 W/AUTOBAUD +FLOW CONTROL 115V XT04076	1		1
	+13-01A3103-1 3103-1 REMOTE OPERATOR STATION XT04076			1

EM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	01-03D110292 OMNIMODE 96 FOUR PORT MULTI PORT +RMC MX69504 MX69582	2		2
	4418-64B-05U CMS 12 A 105/125V XB05099 XB05132	2		2
	01-01D110492 OMNIMODE 48 SINGLE PORT +RMC XK10734 XK10760 XK10762 XK10806 XK10807 XK10819 XK10837 XK10839 XK10848 XK10852 XK10854	11		11

EM ID.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	803V0BC22E25 CABLE, MODEM RS232, 16 CONDUCTOR, MALE TO FEMALE 25 FT LONG *092664	1		1
	5956-164E-10 CABLE ASSY 25S TO 25S *092666	1		1
	*5956-151A-12 *092665	1		1
	*5956-164N-50 *092667	1		1
EM ID.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	20C146-01 BLOCK, TEL CONN , FEMALE, 50-PIN, KEY TEL, LIGHT BGE *090376	4		4
	4001P66E-1 PANEL *090357	1		1
	*5956-855D-26 *090359	3		3
EM ID.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	13-02B2010 2010B CPU SUBSY S IT01179	1		1
	+13-02B2010-1 CMS 2010 115V IT01179			1
EM ID.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	35-01A62100 RACK, 6', CHAMMOIS 16A, DUAL AC TOP FAN *090362	2		2
EM ID.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY. ORDERED	QTY. SHIPPED	QTY. THIS SHIPMENT
	13-01A3703-1 16 CHAN. NIP W/CABLES *086917	1		1
	4407-12B-03U NIP NIS 16 CH. S.A. BY01531	1		1
	+13-01A3702-1 3702-1 NIS/NIP CHASSIS, MODEL 2 W/O NIS CARD BY01531			1

EM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	13-01A3706-1 5706-1 REMOTE NIS CARD *087380	2		2

BOOK 498 PAGE 323

ITEM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	4407-701A-3 CMS 700 RDS CONTROLLER W/BACKPLANE <9600 BU01469 BU01715 BU01722	3		3
	4407-702A-3 CMS 700 RDS DIAL ACCESS CARD PROG. W/CABLES BV02456 BV02462 BV02487	3		3
	4402-207B-34 CS 122 REG AUTO LINE ADPTR C+R1 RD07652 RD07662 RD07669	3		3
	4407-801B-2 CMS 801 MK II B/TRANSITION BOARD SY02056 SY02061 SY02071	3		3
	4407-803A-1 CMS 800-803 VF SWITCH FV02004 FV02025 FV02034 FV02045 FV02047 FV02049	6		6

EM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	01-501A-1 RACK MOUNT KIT OMNIMODE 48,96,14.4,DED III *090384	2		2
	4000-43A-2 SHELF, METAL SLIDING *090388	1		1
	19C111-073 PANEL, 7.0 X .125, RLY RACK, BRN *090385	4		4
	19C111-053 PANEL, 5.25 X .125, RLY RACK, BRN *090386	4		4
	19C111-033 PANEL, 3.5 X .125, RLY RACK, BRN *090387	4		4

EM NO.	PART NUMBER DESCRIPTION AND SERIAL NUMBERS	QTY ORDERED	QTY SHIPPED	QTY THIS SHIPMENT
	4407-12B-02U NIP 32 CHANNEL S.A. BY01590	1		1

Mailed to Secured Party

262032

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)
Taylor Chemicals, Inc.
Jabez Plastics, Inc.
190-N Penrod Court
Glen Burnie, Maryland 21061

2. Secured Party(ies) and address(es)
Yale Industrial Trucks-
Maryland, Inc.
208 Azar Court
Baltimore, Maryland 21227

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

RECORDS FEE 12.00
POSTAGE 50
MAY 26 1988
MAY 26 1988

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

One (1) Used Forklift Model C500H45
S/N H335-147-2817

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

Eaton Corporation
Eaton Center
1111 Superior
Cleveland, Ohio 44114

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: Clerk of Circuit Court, P.O. Box 71, Annapolis, Maryland 21404 Attn: Recording Office

Taylor Chemicals, Inc.

Yale Industrial Trucks-Maryland, Inc.

By: *Kenneth R. Carter*
Signature(s) of Debtor(s)
VICE PRESIDENT / TREASURER

By: *Barbara A. Krumm*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1200
252

Mailed to

FILED

1988 MAY 26 PM 3:14

EATON CORPORATION

FINANCING STATEMENT FORM UCC-1

262032 Identifying File 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 NRL T/A Vizzini's Inc.
Address 5015 Ritchie Hwy, Brooklyn, Md. 21225

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters - Troy, Ohio 45374

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

3. Maturity date of obligation (if any)

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

- One(1)P660-1A Mixer
One(1) 1712 Slicer-Used
One(1) VS9-12 Veg. Slicer
One(1) VS9 Hold-Shg 12
One(1) VS9 Plt-5/16Sh.

Annapolis - # 0290623

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)

1200

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

NRL T/A Vizzini's Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HOBART CORPORATION
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Mailed to Secured Party

1986 MAY 26 PM 3:14

STATE OF MARYLAND

262031

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 West, Edward A.

Address P.O. Box 493 Millersville, Maryland 21108

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy. 450 & 178 Annapolis, Maryland 21401

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 Secured Party
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Boulevard
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)

Edward A. West

Edward A. West
(Signature of Debtor)

Baldwin Service Center, Inc.

Edward A. West
Type or Print Above Name on Above Line

(Signature of Debtor)

Rhoda L. Baldwin, Pres.
(Signature of Secured Party)

Rhoda L. Baldwin, President

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

1000 MAY 26 PM 3:14

ASSIGNMENT

BOOK 498 PAGE 327

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the an-

nexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 20, 1984

between Baldwin Service Center, Inc., as Seller/Lessor/Mortgagee

and Edward A. West P.O. Box 493 Millersville, Maryland 21106

(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 pro-

erty 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 \$ 19,378.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 20th day of July, 19 84

Baldwin Service Center, Inc. (SEAL)
(Seller/Lessor/Mortgagee)
By Shade 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

BOOK 498 PAGE 325

TO: Baldwin Service Center, Inc. FROM: Edward A. West
Defense Hwy. 450 & 178 Annapolis, MD P.O. Box 493 Millersville, MD 21108

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1978 International Crawler Loader Model 100E, ROPS, 4 in 1 bucket, S/N 4623

Table with 2 columns: Description and Amount. Rows include: (1) CASH SALE PRICE \$23,625.00, (2) DOWN PAYMENT in Cash \$125.00, (3) DOWN PAYMENT in Goods * (Trade-in Allowance) \$8,500.00, (4) UNPAID BALANCE [Items (1)-(2)-(3)] \$15,000.00, (5) INSURANCE and other Benefits \$0, (6) OFFICIAL or DOCUMENTARY FEES \$150.00, (7) PRINCIPAL UNPAID BALANCE [Items(4)+(5)+(6)] \$15,150.00, (8) FINANCE CHARGE (Time Price Differential) \$3,228.00, (9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] \$18,378.00, (10) TIME SALES PRICE [Items (2)+(3)+(9)] \$27,003.00

Description of any Trade-In:

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

P.O. Box 493 Millersville Arne Arundel Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighteen thousand three hundred seventy eight and 00/100***** Dollars (\$ 18,378.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 20th day of June, 1986, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 510.50 and the final installment being in the amount of \$ 510.50 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of 0% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property; nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder, and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: May 20 19 86 BUYER(S)-MAKER(S):

Accepted: Baldwin Service Center, Inc. (SEAL) Edward A. West (SEAL)

By: Dr. Rhoda L. Baldwin, Pres. By: Edward A. West Co-Buyer-Maker (SEAL)

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

(Print Name of Co-Buyer-Maker Here)

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

By:

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

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

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

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

BOOK 498 PAGE 329

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

Identifying File No. _____

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Elko, Vincent D., Jr. & Elko, Vincent D., Sr.

Address 1915 Brisbane St. Silver Spring, MD 20802

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second St.
Annapolis, MD 21403

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

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

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

1984 Chris Craft 23' Fiberglass Hull #CCBBE303M84
1984 Mercruiser Gas 260 HP Engine #6780199

Home Anchorage/Winter: Annapolis, MD

Assignee: First Fidelity Bank NA South Jersey
Rt. #541 & Sunset Rd.
Burlington, NJ 08016

Mail to _____

CHECK THE LINES WHICH APPLY

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

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

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

Vincent D. Elko, Jr.
(Signature of Debtor)
Vincent D. Elko, Jr.
Type or Print Above Name on Above Line

Vincent D. Elko, Sr.
(Signature of Debtor)
Vincent D. Elko, Sr.
Type or Print Above Signature on Above Line

Sally Freeman Agent
(Signature of Secured Party)
First Commercial Corporation
Type or Print Above Signature on Above Line

1988 MAY 26 PM 3:14

Anne Amstel
5/26/88

4209 RT79

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)) CHADWELL, CHARLES E 356 Saw Gea Ct Pasadena, MD 21122	2. Secured Party(ies) and Address(es) Ford Motor Credit Co. 1101 NORTH POINT BLVD. BALTIMORE, MARYLAND 21284 PHONE: 301-282-8800
---	--

RECORDED
INDEXED
MAY 26 1986
11:07
30
MAY 26 1986
11:34:51
MAY 26 1986

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 YT-16H YARD TRACTOR MODEL 09602198 S/N YC02020
- (1) New Ford 42" MOWER Model 09023682 S/N YC08786

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:
Anne Arundel Co.

Charles E. Chadwell Charles E. Chadwell (SIGNATURE OF DEBTOR)

Ford Motor Credit Co. (NAME OF SECURED PARTY)

BY C. Porter C. Porter 5/8/86

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

262037

UCC-1

Not Subject to Recordation Tax - Equipment Lease

Recordation Tax of \$ _____ on
Principal Amount of \$ _____ is enclosed/
has been paid (strike inapplicable phrase).

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

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

1. DEBTOR: Millersville Supply Company, Inc.
(Name or Names)
P.O. Box 324 Millersville, MD 21108
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Union Trust Company of Maryland
(Name or Names)
Commercial Finance Division, P.O. Box 22497 Baltimore, MD 21203
(Address)

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

(Address)

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

RECORDATION FEE 11.00
POSTAGE .50
40312-0777 B01 113451
MAY 26 1986

One (1) IBM AT-Advantage Multi-user 20MB computer s/n: 53147585170
IBM monitor s/n: 3771579 keyboard s/n: 270099668 Ampex 230
screen s/n: TA20167 streamer tape drive s/n: V012734
Okidata 84 Printer s/n: 265725 modem and workstation
Including software, peripherals, attachments and accessories.

NOT SUBJECT TO RECORDATION TAX - EQUIPMENT LEASE

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

Mailed to Secured Party

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

DEBTOR(S):
Millersville Supply Company, Inc.
By: Rhonda H. Shook president
(Type or print name of person signing)

SECURED PARTY:
Union Trust Company of Maryland
By: Marianne K. Pacci, CFO
Marianne K. Pacci
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Union Trust Company of Maryland
Commercial Finance Division P.O. Box 22497 Baltimore, MD 21203

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262033

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

If transaction or transactions wholly or partially subject to 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 Hubers II, Inc.
Address B & A Blvd. and Bremer Blvd., Glen Burnie, Maryland 21061

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) used 1975 MCI Model MC8 coach s/n S11213 with a 8V71N Detroit diesel engine and one (1) used 1970 Eagle Model 05 coach s/n 8305

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)

Hubers II, Inc.
Carol L. Hubers, Treasurer
(Signature of Debtor)

Mailed to Secured Party

First Maryland Leasecorp

Type or Print Above Name on Above Line

(Signature of Debtor)

(Signature of Secured Party)

William R. Brown

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

1986 MAY 26 PM 3:14



STATE OF MARYLAND

BOOK 498 PAGE 335

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 25467

RECORDED IN LIBER 433 FOLIO 33 ON May 5, 1976 (DATE)

1. DEBTOR

Name Denny's Inc.
Address 14256 E Firestone Blvd., La Mirada, CA 90637

2. SECURED PARTY

Name California First Bank
Address P. O. Box 85643, San Diego, CA 92138

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

3. Maturity date of obligation (if any) May 5, 1986

CHECK FORM OF STATEMENT

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

Dated March 10, 1986

Jean E. Besser
(Signature of Secured Party)
Jean E. Besser, Asst. Vice Pres.
Type or Print Above Name on Above Line

Mailed to Secured Party

1986 MAY 26 PM 3:15

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250392

RECORDED IN LIBER 469 FOLIO 211 ON 1-10-84 (DATE) 498 PAGE 336

1. DEBTOR

Name Stockett Excavating & Hauling, Inc.
Address 1174 W. Central Avenue, Davidsonville, MD 21035

2. SECURED PARTY

Name International Harvester Credit Corporation
Address P. O. Box 3140, Cherry Hill, New Jersey 08034

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

RECORDED
POSTAGE
NOV 21 9
10.00
1.50
771 001 713457
MAY 26 86

Dated 5-1-86

C.V. Fruits
(Signature of Secured Party)
INTERNATIONAL HARVESTER CREDIT CORPORATION
C. V. FRUITS
Type or Print Above Name on Above Line

UCC-3 MARYLAND (SHAW-WALKER CO.)



Mailed to Secured Party

1986 MAY 26 PM 3:15
F. COLLISON
CLEAR

85917-N

498 PAGE 337

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

..... May 21, 19 86

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 254402 in Office of K. Aubrey Collins, A.A. Co. Md. (Filing Officer) (County and State)
Debtor or Debtors (name and Address): Russell A. Curry + Linda L. Curry
345 Constitution Court
Glen Burnie Md. 21061

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

..... Secured Party
By
Its Branch Office Manager



Form 91 MD (3-79)

1986 MAY 26 PH 3:15

E. A. COLLESON

RECORDING FEE 10.00
POSTAGE .50
MAY 26 1986

Mailed to Secured Party

HOUSEHOLD FINANCE CORPORATION
AND SUBSIDIARIES
7562 WILSON ROAD
GLEN BURNIE, MD 21061

FINANCING STATEMENT FORM UCC-1

Identifying File No.

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

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

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

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

1. DEBTOR

Name B & E Paving, Inc.
Address 1230 Crofton Blvd, Crofton, Md. 21114

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

One (1) New Banag Roller, Model BW 120AD, s/n 125438

SECURED NOT SUBJECT TO RECORDATION TAX.

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L. B. SMITH, INC.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ettore Faciolo
(Signature of Debtor)

B & E Paving, Inc., Ettore Faciolo
Type or Print Above Name on Above Line

Ettore Faciolo
(Signature of Debtor)

Type or Print Above Signature on Above Line

Filed to Secured Party

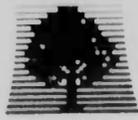
Bruce Dean
(Signature of Secured Party)

L. B. Smith, Inc., Bruce Dean, Bus. Mgr.
Type or Print Above Signature on Above Line

FILED

1989 MAY 26 PM 3:15

FACILE COLLECTION



MARYLAND NATIONAL BANK
We want you to grow.

262011

FINANCING STATEMENT

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

5 Debtor(s) Name(s) Address(es)

Lawson's Auto Body
410 Headquarters Dr.
Millersville, MD 21108

6 Secured Party Address

Maryland National Bank
Attention: C. Ann Abruzzo

5 Crain Hwy, S.E.
Glen Burnie, MD 21061

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.

Lawson's Auto Body

Harold M. Lawson (Seal)
Harold M. Lawson, Partner

Mark Allen Lawson (Seal)
Mark Allen Lawson, Partner

____ (Seal)
____ (Seal)

Secured Party
Maryland National Bank

C. Ann Abruzzo (Seal)
C. Ann Abruzzo, AVP

Type name and title

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

(350)

1986 MAY 26 PM 3:15

GL 057



maryland national
bank

GLEN BURNIE, MARYLAND 21061

933 - 333 - A

May 2, 1986

SCHEDULE A

Collateral is: Wooden Stockade Fencing enclosing a
compound measuring 125 feet by 50 feet at 110 Head-
quarters Dr., Millersville, MD 21108

Mailed to Secured Party

STATE OF MARYLAND **498** **FACE 340** **262013**
BOOK PAGE 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 5/19/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT L. BARTLETT, DDS AND PATRICIA L. BARTLETT
Address 16 HATTON DRIVE SEVERNA PARK, MD 21146

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.

RECEIVED
MAY 24 11:01 AM '86
MAY 26 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)

X Robert L. Bartlett
(Signature of Debtor)

ROBERT L. BARTLETT, DDS
Type or Print Above Name on Above Line

X Patricia L. Bartlett
(Signature of Debtor)

PATRICIA L. BARTLETT
Type or Print Above Signature on Above Line

Lee M. Donovan
(Signature of Secured Party)

LEE M. DONOVAN, PRESIDENT
Type or Print Above Signature on Above Line

Mailed to Secured Party



1986 MAY 26 PM 3:17

To be recorded	Not subject to recordation
(1) in the Land Records of Carroll County;	tax
(2) in the Financing Statement Records of Carroll County;	Principal amount is \$375,000.00
(3) in the Financing Statement Records of Anne Arundel County; and	
(4) with the State Department of Assessments and Taxation	

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

FINANCING STATEMENT

1. Debtor:	Mailing Address of Debtor:
JOHN E. KINNAMON CAROLYN H. KINNAMON	702 White Swan Drive Arnold, Maryland 21012

2. Secured Party:	Address of Secured Party:
STERLING SAVINGS ASSOCIATION, a savings and loan association organized and existing under the law of Maryland,	106 Old Court Road Pikesville, Maryland 21208

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or

1400



1988 MAY 20 PM 3:15

appurtenant facilities erected or to be erected in or upon such land.

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to Gregory L. Reed and Charles D. Frazer, trustees for Sterling Savings Association, and recorded or intended to be recorded among the Land Records of Carroll County, Maryland, securing a debt owed by the Debtor to Sterling Savings Association.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

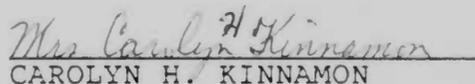
6. The said land consists of all of that land located in the said County which is more particularly described in the said deed of trust and security agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$375,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:



JOHN E. KINNAMON



CAROLYN H. KINNAMON

Date: May 20, 1986

FINANCING STATEMENT

by

JOHN E. KINNAMON and CAROLYN H. KINNAMON, Debtor

and

STERLING SAVINGS ASSOCIATION, Secured Party

EXHIBIT A

Description of land

Tract One:

All those three lots or parcels of land situate near Lucabaugh Mill Road, in the Seventh Election District of Carroll County, Maryland, containing 6.0830 acres of land, more or less, 3.3582 acres of land, more or less, and 6.6335 acres of land, more or less, respectively, and being more particularly described by metes and bounds, courses and distances in the three deeds of Robert E. Bradley, Jr., et al. dated June 6, 1977 and hereinafter mentioned. Together with the respective rights-of-ways as more particularly set forth in the deeds from Robert E. Bradley, Jr., et al. unto Robert E. Bradley, Jr., et al. dated June 6, 1977 and recorded among the Land Records of Carroll County, Maryland, in Liber C.C.C. No. 665, folios 466, 469, and 472, respectively.

Being the same land conveyed unto John E. Kinnamon and Carolyn H. Kinnamon, his wife, by deed from Robert E. Bradley, Jr., and Virginia B. Bradley, his wife, dated December 15, 1980, and recorded among the Land Records aforesaid in Liber L.W.S. No. 780, folio 930&c.

Tract Two:

All those three tracts or parcels of land situate on or near Lucabaugh Mill Road, in the Seventh Election District of Carroll County, Maryland, containing 16.6866 acres of land, more or less, 36.9732 acres of land, more or less, and 0.321 of an acre of land, more or less, respectively, and being more particularly described by metes and bounds, courses and distances in the following three deeds: Deed from Stewart A. Rickell and wife to Charles Robert Brown and wife, dated February 24, 1962, and recorded among the Land Records of Carroll County, Maryland, in Liber No. 343, folio 615&c. (as to 16.6866 acre tract), Deed from Eusebia E. Kinnamon, et al. to Charles Robert Brown and wife, dated February 15, 1962, and recorded among the Land Records aforesaid in Liber No. 343, folio 612&c. (as to 36.9732 acre tract), and Deed from Aline E. Brown, et al. to John E. Kinnamon and wife, dated April 10, 1981, and recorded among the Land Records aforesaid in Liber L.W.S. No. 786, folio 769&c. (as to 0.321 of an acre lot). Subject to the rights-of-ways set forth in the hereinafter mentioned deed.

Being the same land conveyed unto John E. Kinnamon and Carolyn H. Kinnamon, his wife, by deed from Aline E. Brown, individually, and Aline E. Brown, guardian of Charles Robert Brown, dated April 10, 1981, and recorded among the Land Records aforesaid in Liber L.W.S. No. 786, folio 769&c.

Mailed to Secured Party

FINANCING STATEMENT

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

Debtor's	Secured Party's
NAME AND ADDRESS	NAME AND ADDRESS
<u>Louis W. Garman</u> <u>1308 River Road</u> <u>Crownsville, MD - 21032</u> Soc. Sec. / Tax I.D. # <u>218-26-4103</u> County of Residence <u>H-H</u>	INDUSTRIAL INDEMNITY COMPANY c/o MGIC Indemnity Corporation MGIC Plaza 345 Park Avenue P.O. Box 488 Milwaukee, WI 53201

Filing Officer:

Description of Collateral:

Debtor's limited partnership interest in Columbia Property Associates Limited Partnership, a Maryland limited partnership, including all of Debtor's rights and interests in said limited partnership and any successor limited partnership under the Amended and Restated Limited Partnership Agreement relating thereto, as well as all proceeds and distributions attributable thereto.

Total Indebtedness: \$ 47,763⁰⁰ (\$97,576.00 per Unit; \$48,788.00 per Half-Unit)

Debtor

Secured Party:

Louis W. Garman
Name: Louis W. Garman

INDUSTRIAL INDEMNITY COMPANY

By: Daniel J. Noble

Mailed to Secured Party

BOOK 498 PAGE 345

262011

4209 TF96

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>MORARRE, JOHN A. 2055 ORCHARD AVE JESSUP, MD 20794</i>	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 1101 NORTH POINT BLVD, BALTIMORE, MD. 21224
---	---

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

RECORD FEE 11.00
POSTAGE .50
MAY 26 1986

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

*ONE GRASSHOPPER MODEL 1622 SN 4132
ONE GRASSHOPPER MODEL 4111 DECE SN 1566
ONE GRASSHOPPER JAC System*

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

John A. Morarre

John A. Morarre (SIGNATURE OF DEBTOR)

(SIGNATURE OF DEBTOR)

Ford Motor Credit Co.

(NAME OF SECURED PARTY)
BY: *Porter*

C. Porter

FMCC JUN 84 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

MAY 26 1986
1986 MAY 26 PM 3:15
F. AUGUST COLLIERSON

Mailed to Secured Party

A.A. Co.
6/1/86

262015

MARYLAND FINANCING STATEMENT

UCC-1

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

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

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

1. DEBTOR: David C. & Joan A. Stockett
(Name or Names)
1174 West Central Avenue, Davidsonville, Maryland 21035
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Jacobs Ford Truck Sales, Inc.
(Name or Names)
8300 Ardwick-Ardmore Road, Landover, Maryland 20785
(Address)

3. ASSIGNEE (if any)
 of SECURED PARTY: Union Trust Company of Maryland
(Name or Names)
P.O. Box 22497, Baltimore, Maryland 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:
 One (1) 1986 Peterbilt Model 359 Tandem Axle Truck Chassis, s/n 1XP9LBOX8GN193517
 and One (1) New R & S 14½ Steel Dump Body, plus all attachments and accessories.

RECORD FEE 10.00
 POSTAGE .50
 TOTAL 10.50

81 26 86

1250



1986 JUN 25 PM 3:16

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S):
David C. & Joan A. Stockett
 By: David C. Stockett
(Title)
Joan A. Stockett
(Type or print name of person signing)

SECURED PARTY:
Jacobs Ford Truck Sales, Inc.
 By: [Signature]
Roberts Stanley GM
(Type or print name of person signing)

By: _____
(Title)

(Type or print name of person signing)

Return To: Union Trust Company of Maryland, P.O. Box 22497, Baltimore, MD 21203
 Attn: #427

Mailed to Secured Party

262046

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 \$35,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court for Anne Arundel County.

5. Debtor(s) Name(s) Southgate Subway, Inc. Address(es) 337 Hospital Drive
Space O, Southgate Shopping Center
Glen Burnie, Maryland 21061

6. Secured Party Equitable Bank, National Association Address 100 S. Charles Street
Baltimore, Maryland 21201
Attention: Wanda L. Fendlay
Loan Documentation

RECORD FEE 11.00
POSTAGE 1.50
MAY 27 11:33 AM '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: Southgate Limited Partnership

Debtors Southgate Subway, Inc.
By: Scott T. Rosenman (Seal)
Scott T. Rosenman, President

(Seal)

By: Vincent F. Lipira (Seal)
Vincent F. Lipira, Vice 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 (1/82)

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

1986 MAY 26 PM 3:16

E. J. COLLISON
CLERK

1100
150

Delivered to Secured Party

FINANCING STATEMENT

262017

- 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 \$ 35,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court for Anne Arundel County

5. Debtor(s) Name(s) Southgate Subway, Inc. Address(es) 337 Hospital Drive
Space O, Southgate Shopping Center
Glen Burnie, Maryland 21061

6. Secured Party Equitable Bank, National Association Address 100 S. Charles Street
Baltimore, Maryland 21201
Attention: Wanda L. Fendlay
Loan Documentation

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

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

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: Southgate Limited Partnership

Debtors Southgate Subway, Inc.

By: Scott Rosenman (Seal)
Scott T. Rosenman, President (Seal)

By: Vincent F. Lipina (Seal)
Vincent F. Lipina, Vice 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)

12.50
345.00
212.50

12.00
245.00
212.50

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



Mailed to Secured Party

1986 MAY 26 PM 3:16

SCHEDULE A

498 PAGE 349

This Schedule A is attached to and made a part of a Financing Statement from Southgate Subway, Inc.

The property known as 337 Hospital Drive, Space O, Southgate Shopping Center Anne Arundel County, Maryland and more fully described in a deed to Southgate Limited Partnership dated August 28, 1985 from Leonard J. Attman and Phyllis L. Attman et. al. and recorded among the Land Records of Anne Arundel County, Maryland in Liber E.A.C. 3939, Folio 130.

Mailed to Secured Party

Anne Arundel County

UNIFORM COMMERCIAL CODE

BOOK 498 PAGE 350

262051

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use
File No.
Date & Hour

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

Maturity date (if any)

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

McMillen, C. Thomas #2 Village Green, Crofton, Maryland 21114

Name of Secured Party or assignee No. Street City State

SOVRAN BANK/DC NATIONAL 1801 "K" St. NW Washington, D.C. 20006

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

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

SOVRAN BANK/DC NATIONAL
1801 "K" Street, N.W.
Washington, D.C. 20006
Attn: Loan Services Dept.

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 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)

Secured Party

C. Thomas McMillen

SOVRAN BANK/DC NATIONAL

(Seal)

(Corporate, Trade or Firm Name)

Signature of Debtor

BY:

Signature of Secured Party or Assignee

Christine J. Reighard, Asst. V.P.

(Type or print name under signature)

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

11.50

1986 MAY 27 AM 9:51

E. ALBERT COLLIER



Assignment of Partnership Interest as Collateral from the Debtor, assigning his right, title and interest in and to the following partnerships described below as a Limited Partner, and all distributions, issues, profits and shares of the surplus, whether cash or otherwise.

<u>Name of Partnership</u>	<u>Percentage %</u>
Springdale Mall Associates, Ltd.	3.0%
Main Park B Investors, Ltd.	12.5%
K.B.A. Associates, Ltd.	2.0%
SRF/Longmont, Colorado Associates Limited Partnership	3.0%
Potomac Housing Fund Limited	<u>2.8%</u>

Mallard is Married Party

STATE OF MARYLAND

BOOK 498 PAGE 352

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 251977

RECORDED IN LIBER 473 FOLIO 217 ON May 10, 1984 (DATE)

1. DEBTOR

Name AMERICAN GLASS CO.
Address 308 Legion Avenue, Annapolis, Maryland 21401

2. SECURED PARTY

Name Walter E. Heller & Company Southeast, Inc.
Address 3500 Biscayne Blvd.
Miami, Florida 33137

RECORD FEE 10.00
POSTAGE .50
H24773 0340 R02 J11143
MAY 27 84

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: TERMINATION <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.</p>	

1985 MAY 27 AM 11:43
F. J. WALKER & SONS
LIBRARY

Mailed to Secured Party

1985 APR 23 A 10:47

Dated December 12, 1985

Robert J. Walker, AWP
(Signature of Secured Party)

Type or Print Above Name on Above Line

(0.00
-50)

STATE OF MARYLAND

BOOK 498 PAGE 353

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247658

RECORDED IN LIBER 462 page 450 ON June 9, 1983 (DATE)

1. DEBTOR

Name American Glass Co.

Address 308 Legion Avenue, Annapolis, Maryland 21401

2. SECURED PARTY

Name Walter E. Heller & Company Southeast, Inc.

Address 4500 Biscayne Blvd., Miami, Florida 33137

RECORD FEE 10.00
POSTAGE .50
MAY 27 1985

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.)

The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.

Mailed to Secured Party

Dated December 12, 1985

1985 APR 23 A 10:47

Robert J. Walker, AUC
(Signature of Secured Party)

Type or Print Above Name on Above Line

1985 MAY 27 AM 11:43

10-27
-50



BOOK 498 PAGE 354

262005

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 Sterin & Associates, Inc.

Address 1623 Forest Drive, Ste. 302; Annapolis, MD 21403

2. SECURED PARTY

Name Trans-American Leasing Corporation

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

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

3. Maturity date of obligation (if any) _____

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

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)

STERIN & ASSOCIATES, INC.

[Signature]
(Signature of Debtor)

J. Charles Sterin, Ph.D.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

[Signature]
(Signature of Secured Party)

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

Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

11
fo

1989 JAN 27 PM 2:40

J.F. CLERK

STERIN & ASSOCIATES, INC.
SCHEDULE 01

BOOK 498 PAGE 355

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
3	JVC CR-85QU 3/4" Editing Recorder/Player
1	Paltex Excel Edit Controller
1	Paltex Gemini Digital Effects Box
1	Panasonic BTS-1300N 13" Color Monitor w/Pulse Cross & Underscan
4	Audiotronics 9VM967 9" B & W Monitor
2	Audiotronics 9-967 Dual Rack Mounts
3	FEC RKH-850 Rackmount for JVC-850U
1	Chyron VP-2 Video Character Generator
2	Electrovoice Sentry 100EL Powered Monitor System
1	JVC SS-M208U Portable Audio Mixer
1	Leader LBO 5860A Waveform Monitor
1	Leader LVS 5850B Vectorscope
1	Midwest Audio Patch Panels with RCA Plug
1	Midwest Video Patch Panels with BNC Plug
1	Ampex VTR 80 with TB-6
1	100' Coax Cable & Connectors
1	Panasonic CT-1330M 13" Color Monitor

All Machinery, Equipment, Accounts Receivable and Inventories now owned or hereafter acquired, including proceeds and products thereof.

STERIN & ASSOCIATES, INC.

BY: _____

TITLE: _____

TRANS-AMERICAN LEASING CORPORATION

BY: _____

TITLE: _____

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

498 356 #4699 & #4721
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 262003

If transaction or transactions wholly or partially subject to 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 Sat-Com Tech
Address 1047 Rt. 3 North, Suite B-4, Gambrills, Md. 21054

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

One (1) Canon 150 Copier, Serial Number JS 410245
One (1) Canon Copier Cabinet - equipment located at the above address

One (1) Sharp SF-7100 Copier, Serial Number 56714956 - located at:

Routes 4 & 524, Huntingtown Plaza
Huntingtown, Maryland 20639

Name and address of Assignee



JUNE 27 PM 2:41

CONDITIONAL SALES CONTRACT

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)
Sat-Com Tech

Mailed to Secured Party

X [Signature]
(Signature of Debtor)

✓ JEFFREY T. ESER - V. P.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

[Signature]
(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE .50
MAY 27 88

BOOK 498 PAGE 357

262007

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 COX, ROBERT V. dba
Name Coxshire Stables
Address 1268 Rossback Road, Gambrills, MD 21054

2. SECURED PARTY
Name John Deere Company
Address 4949 Court Street & 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)
New John Deere 850 Utility Diesel Tractor
w/bar tires, roll guard, MFWD
s/n 019992
John Deere 503 Rotary Cutter

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Coxshire Stables
(Signature of Debtor)

Coxshire Stables

Type or Print Above Name on Above Line

Robert Cox
(Signature of Debtor)

Robert Cox

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Robert P Murphy
Type or Print Above Signature on Above Line
ROBERT P MURPHY, ADMINISTRATOR

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 498 PAGE 358

Identifying File No. 262063

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

If transaction or transactions wholly or partially subject to 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 MPH Contracting, Inc. *OK MCH*
Address 219 St. James Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name Maryland Machinery
Address 512 A. Crain Highway, Glen Burnie, MD 21061

Arlene R. O'Brien, JCB Flexilease Inc., 10 Signal Road, Stamford, CT 06902
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

Model No. 530B, with Canopy, 4WD,
Side Tilt Carriage, 1 1/2 yd. Bucket,
Block Forks, 6 Tines
Serial No. 580243

Name and address of Assignee:
JCB Flexilease Inc.
10 Signal Road
Stamford, CT 06902

Contract No. MMI013

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)

RECORDED MAY 27 1983 2:41 P.M. J.F. CLERK

Mailed to Secured Party

Michael G. Jones
(Signature of Debtor)
MPH Contracting, Inc. *OK MCH*
Type or Print Above Name on Above Line

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

[Signature]
(Signature of Secured Party)
Maryland Machinery
Type or Print Above Signature on Above Line

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT
M. SHAVITZ & SONS, INC.

6415 BALTIMORE NATIONAL PIKE • BALTIMORE, MARYLAND 21228

EUDOWOOD SHOPPING PLAZA
 TOWSON

RITCHIE HIGHWAY and ARNOLD ROAD
 ANNAPOLIS

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

Debtor(s) (Last Name First) and address	Secured Party and address	For Filing Officer (Date, Time, Number and Filing Office)
Johnson, Kenton F. 901 Dorking Rd. Glen Burnie, MD 21061 Anne Arundel County	M. SHAVITZ AND SONS, INC. 6415 BALTIMORE NATIONAL PIKE BALTIMORE, MARYLAND 21228	

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

#2002 T #202 3330-01 #3077-06 \$3077-02
 (1) Table, (4) Chairs, (1) ck. table, (1) End Table, (1) Comm. Table,)
 #063-7MT 063-7BS 063-7MT 063-7BS #300 #4095-30
 (1) Matt, (1) B/S, (1) Matt, (1) B/S, (2) Bed Frames, (1) Triple Dresser,
 #4095-39 #4095-40 #4095-56 #6690-30 #6690-56
 (1) Mirror, (1) Chest, (1) Hd./Bd., (1) Triple Dresser, (1) Hd/Bd,
 #6690-39 #6690-40
 (1) Hutch Mirror, (1) Chest.

A/C 529787

This transaction is exempt from the Recording Tax.

Filed with:

✓ _____

(SIGNATURE OF DEBTOR)

Kenton F. Johnson

 (SIGNATURE OF DEBTOR)

Kenton F. Johnson

M. SHAVITZ AND SONS, INC.

(NAME OF SECURED PARTY)

Shirley Gladfelter

 By SHIRLEY GLADFELTER, Credit Manager

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

Mailed to Secured Party

11.00
 MAY 27 1968
 J. F. CLERK
 1968 MAY 27 PM 2:41

FINANCING STATEMENT

498 310 2070

1. Name of Debtor: ANNAPOLIS COMMERCE PARK
LIMITED PARTNERSHIP
Address: C/O Mr. Peter C. Gabardini
910 F Bestgate Road
Annapolis, Maryland 21401

2. Name of Secured Party: EQUITABLE BANK, NATIONAL
ASSOCIATION
Address: 100 South Charles Street
Baltimore, Maryland 21201
Attn: William E. Eyring
Vice President

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

(a) The interest of the 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 Exhibit A attached hereto and in a Second Deed of Trust dated as of May 22, 1986, from the Debtor to Joseph V. Prado and Richard T. McCarter, trustees, which Second 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.

1800
1850

1988 MAY 27 PM 2:49

J. F.
CLERK

E. ARNOLD COLLIER
CLERK

408 361

(b) All of the Debtors' 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 Debtors, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the 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.

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

5. The Debtors certify that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

ANNAPOLIS COMMERCE PARK LIMITED
PARTNERSHIP

By: Peter C. Gabardini, Jr. (SEAL)
Peter C. Gabardini, Jr.
General Partner

DATED: May 22, 1986

(Mr. Clerk: Return to Carol M. Seydel
Piper & Marbury
1100 Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

PLEASE RECORD WITH:

State Department of Assessments and Taxation
Anne Arundel County Land Records
✓ Anne Arundel County Financing Statement Records

EXHIBIT 'A'

498.28 INE 362

Beginning for the same at an iron pipe now set on the west side of Industrial Drive (60 foot wide) said point being further located North 16 degrees 42 minutes 16 seconds West 498.28 feet from the southeastern corner of the Annapolis Commerce Park as shown on a minor subdivision plat recorded among the Land Records of Anne Arundel County, Maryland in Liber 3749 Folio 324, and also being distant South 16 degrees 42 minutes 16 seconds East 245.65 feet from the beginning of the South 16 degrees 42 minutes 16 seconds East 723.90 foot line of the conveyance by The Annapolis Concrete Company to Annapolis Commerce Park Limited Partnership by deed dated January 24, 1983 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3584 Folio 795, thence from said point of beginning being so fixed and said Industrial Drive and running with the north side of Commerce Road (60 foot wide), with meridian referred to Maryland State Grid North, as surveyed, and running through a part of said conveyance,

South 28 degrees 17 minutes 44 seconds West, 35.35 feet, to an iron pipe set, thence leaving said conveyance and running through a part of Parcel I of the conveyance by Kenneth F. Morcombe, II, Personal Representative of the Estate of Kenneth F. Morcombe, deceased, to Annapolis Commerce Park Limited Partnership by deed dated September 16, 1982 and recorded among the said Land Records in Liber 3526 Folio 220,

South 73 degrees 17 minutes 44 seconds West, 604.83 feet to an iron pipe now set, thence leaving said Commerce Road and running,

North 16 degrees 42 minutes 16 seconds West, 6.67 feet, to an iron pipe set, and

North 55 degrees 53 minutes 37 seconds West, 172.75 feet, to the beginning of the North 13 degrees 12 minutes East 119.0 foot line of said Parcel I, thence running with the westernmost outline of said Parcel I,

North 13 degrees 12 minutes 00 seconds East, 119.00 feet, and

North 07 degrees 34 minutes 00 seconds East, 89.16 feet, thence leaving said westerly outline and running across part of the residue of Annapolis Commerce Park as shown on the above mentioned minor subdivision plat and said Parcel I of said conveyance,

North 73 degrees 17 minutes 41 seconds East, 407.01 feet, to an iron pipe set,

North 16 degrees 42 minutes 16 seconds West, 43.00 feet, to and iron pipe set, and

North 73 degrees 17 minutes 44 seconds East, 216.00 feet, to an iron pipe now set on the easterly outline of Annapolis Commerce Park, thence with said easterly outline and with the west side of Industrial Drive,

South 16 degrees 42 minutes 16 seconds East, 74.17 feet, to an iron pipe now set, thence running,

With a curve to the left having a radius of 55.00 feet and an arc length of 31.03 feet and a chord South 57 degrees 29 minutes 12 seconds East, 30.62 feet, to an iron pipe now set, thence running,

South 16 degrees 42 minutes 16 seconds East, 245.65 feet, to the point of beginning.

Containing 5.299 acres more or less according to a survey and plat prepared by McCrone, Inc., in July, 1985.

Being a portion of said Parcel I of the conveyance to Annapolis Commerce Park Limited Partnership by deed dated September 16, 1982 recorded among the Land Records of Anne Arundel County, Maryland in Liber 3526 Folio 220, and also

CONTINUED

BOOK 408 PAGE 353

being a part of said conveyance by The Annapolis Concrete Company to Annapolis
Commerce Park Limited Partnership by deed dated January 24, 1983 and recorded
among the Land Records of Anne Arundel County, Maryland in Liber 3584 Folio 795.

Mailed to Secured Party

BOOK 498 PAGE 384

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) WILLIAM ALAN BOEHM 1426 ST. STEPHENS CHURCH RD. CROWNSVILLE, MD 21032	2. Secured Party(ies) and address(es) DEKALB-PFIZER GENETICS SYCAMORE ROAD DEKALB, IL 60115	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORDED FEE \$10.00 POSTAGE \$3.00 MAY 27 1983
4. This statement refers to original Financing Statement bearing File No. <u>15548 458-595</u>		
Filed with <u>ANNE ARUNDEL CO. CLERK</u> Date Filed <u>2/8 19 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.		

No. of additional Sheets presented:

DEKALB-PFIZER GENETICS

By: Wm A. Boehm
Signature(s) of Secured Party(ies)

By: _____
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

1983 MAY 27 PM 4:16



E. ADRIAN COLLISON
CLERK

262072

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 May 16, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wear, William, C., III
Address 15 Pinkney Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name Key Financial Services Inc.
Address 57 River Street
Wellesley Hills, MA 02181
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

1986 Chaparrel 278 XLC 26' 6"
Hull # FGBV0255C686
Engine: Mercruiser 260hp, gas, single, serial # A632633
Additional Equipment: depth finder-Ranger 90, dual battery

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

William C Wear III
(Signature of Debtor)

William C. Wear, III

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

"NOT SUBJECT TO RECORDATION TAX"

Mailed to Secured Party

William C. Butzky - A/P
(Signature of Secured Party)

Key Financial Services Inc.

Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 498 PAGE 366

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 19951

RECORDED IN LIBER 494 FOLIO 325 ON April 1, 1986 (DATE) 261084

1. DEBTOR

Name ANNAPOLIS YACHT SALES, INC.
Address 319 Sixth Street, Annapolis, Maryland 21403

2. SECURED PARTY

Name PEARSON YACHTS SALES CORPORATION
Address West Shore Road, Portsmouth, RI 02871

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 (Partial)
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.)

*** Pearson 28 # 141 (PEA80141B686) ONLY ***

ASSIGNEE: HORIZON CREDITCORP
7 East Frederick Place
Cedar Knolls, NJ 07927

PEARSON YACHTS SALES CORPORATION

Dated May 21, 1986

KATHERINE J. EXNER
(Signature of Secured Party)
Katherine J. Exner
Type or Print Above Name on Above Line

Mailed to Secured Party

100050

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262073

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. \$ 70,000.00

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

Recordation Tax paid to Anne Arundel County in the amount of \$495.00.
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the
Uniform Commercial Code.

1. DEBTOR

Name Robert A. Ballentine, Inc.
Address 1797 Dorsey Road, Hanover, MD 21076

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert A. Ballentine, Inc.

Robert A. Ballentine, Inc.
(Signature of Debtor)

Robert A. Ballentine, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

Larry F. Kimmel
(Signature of Secured Party)

Larry F. Kimmel, Assist. V.P.

Type or Print Above Signature on Above Line

What to Secured Party

1700 490 05 52

1988 MAY 27 PM 4:17 J.F. CLERK

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 12th day of May, 1986 by and between**Robert A. Ballentine, Inc., having its principal place of business at
1797 Dorsey Road Hanover, Maryland 21076**Mortgagor" and Credit Alliance Corporation "Mortgagee".

WITNESSETH

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

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

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business, which is Mortgagor's address shown above, unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1.15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST

Robert A. Ballentine, Inc. (Seal)
Mortgagor

By *Robert A. Ballentine, Sr. Pres.*
(Title)

Secretary

STATE OF _____
COUNTY OF _____ } SS

Robert A. Ballentine

being duly sworn, deposes and says

1. He is the **President** of **Robert A. Ballentine, 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____

Robert A. Ballentine

NOTARY PUBLIC

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

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

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

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of **Robert A. Ballentine, Inc.**

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

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

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

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated May 12, 1986 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	<p>New Mack Chassis with a new 60,000 lb. inside/outside rail Hoist</p> <p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>	1986 - DM686S	1M2B126036A 012338

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:

Robert A. Ballentine, Inc.

By: Robert A. Ballentine, Inc.

Mailed to Secured Party

262071

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 15,500.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR
 William H. Arnold, Frank W. Burnett,
 Frank E. Burnett
(Name)
 2411 Crofton Lane #16
(Address)
 Crofton, Maryland 21114

SECURED PARTY (OR ASSIGNEE)
 THE FIRST NATIONAL BANK OF MARYLAND
 Attn Susan E. Haley
(Name of Loan Officer)
 18 West Street
(Address)
 Annapolis, Maryland 21401

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

JARVIS PHONE SYSTEM INCLUDING:

- 22 E 2-1 26 Key Telephones
- 3 E 2-1 Display Telephones
- 1 E 2-1 Key Service Unit
- 2 8 Channel C.O. Cards
- 3 12 Channel Station Cards
- 6 Hot jacks
- 1 Operator Console

ADVANCE FEE 10.00
 RECORD TAX 18.50
 POSTAGE .50
 TOTAL 29.00

MAY 27 1966

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)
(Signature)
 William H. Arnold
(Print or Type Name)

DEBTOR (OR ASSIGNOR)
 Frank W. Burnett (Seal)
 Frank W. Burnett
 Frank E. Burnett (Seal)
 Frank E. Burnett (Signature)
 Frank E. Burnett
(Print or Type Name)

1300
10850
SD

BS-0850A-8406

Mailed to Secured Party

1966 MAY 27 PM 4:17

498 372

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 246696

RECORDED IN LIBER 460 FOLIO 192 ON March 30, 1986 (DATE)

1. DEBTOR

Name Tower Federal Credit Union

Address P.O. Box 123, Annapolis Junction, Maryland 20701

2. SECURED PARTY

Name Capital Corporate Federal Credit Union

Address 8181 Professional Place, Landover, Maryland 20785

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.)

"All accounts, contract rights, general intangibles, and all notes or other instruments receivable, arising from and related to all student loans now owned or hereafter acquired by the Debtor and insured under the Higher Education Act of 1965, as amended, by the Federal Government or by a state or non-profit private institution or organization."

Dated May 23, 1986

Debra P. Connors
(Signature of Secured Party)

Debra P. Connors, Sr. Vice President
Type or Print Above Name on Above Line

Mailed to Secured Party

1986 MAY 28 AM 11:08
111
100
100
100

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): John S. Meneely
Address: 5 Shipwright Harbor
Annapolis, MD 21401

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

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

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

One Model 15 AMO Marine Travel lift Serial #1564-279

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:

RECORDING FEE 11.00
POSTAGE .50
ANNA BANKING & TRUST CO.
97-28-8

Debtor(s):

John S. Meneely
John S. Meneely

Secured Party:

Annapolis Banking & Trust Company...
(Type Name of Dealership)

By *John M. Suit II*
(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.)

Mailed to Secured Party

11.00
2

F-907

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 238848

RECORDED IN LIBER 440 FOLIO 5 ON July 17, 1981 (DATE)

1. DEBTOR

Name O'Leary, Thomas J. dba O'Leary's Seafood Market
Address 310 3rd Ave. Annapolis, MD 21403

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters
Troy, Ohio 45374

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

3. Maturity date of obligation (if any) _____

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.)

tf 418059 TERMINATION

Clerk of Circuit Crt. - Annapolis

D. E. CLEM

1986 MAY 28 PM 2:55

Return to: Mid-Maryland Title Co. Inc.
P.O. Box 591

Mail to Annapolis, Maryland 21404-0591

Dated May 23, 1986

HOBART CORPORATION
(Signature of Secured Party)

Wendy J. Cronin

Type or Print Above Name on Above Line

UCC-3 STATE OF MARYLAND

100

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247907

RECORDED IN LIBER 463 FOLIO 203 ON June 28, 1983 (DATE)

1. DEBTOR

Name 310 - 3rd Street Inc. dba O'Leary's
Address 310 - 3rd Street Annapolis, MD 21401

2. SECURED PARTY

Name **HOBART CORPORATION**
World Headquarters
Address **Troy, Ohio 45374**

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 D4120</p>

Clerk of Circuit Crts. - Annapolis

1986 MAY 28 PM 2:55
D. A. CLEAK

Return To: Mid-Maryland Title Co.
P.O. Box 591
Annapolis, Md.
Mail to _____ 27404-0591

Dated May 23, 1986

HOBART CORPORATION
(Signature of Secured Party)

Wendy J. Cronin *[Signature]*
Type or Print Above Name on Above Line

1002

Misc. 186

BOOK 498 PAGE 376

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

Book No. Liber 487

Page No. 260

Identification No. _____

Dated _____

1. Debtor(s) (SEVERN BUILDERS, INC.
(Name or Names--Print or Type
(503 Ritchie Highway, Severna Park, Maryland 21146
(Address--Street No., City-County State Zip Code

2. Secured Party (PROVIDENT BANK OF MARYLAND
(Name or Names--Print or Type
(114 E. Lexington Street, Baltimore, Maryland 21202
(Address--Street No. City-County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation _____ () 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 _____ () From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>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>D. Other: Termination _____ (X) (Indicate whether amendment, termination, etc.)</p>

PH 3:52
MAY 21 1986
D.E. CLERK

PROVIDENT BANK OF MARYLAND

Dated: May 9, 1986

Provident Bank of Maryland
Name of Secured Party

Alex J. Guggenheim
Signature of Secured Party

Alex J. Guggenheim, Assistant Vice President
Type or Print (Include Title if Company)

Mail to Montumatal Title

10
5

8035

BOOK 498 PAGE 377

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247209

RECORDED IN LIBER 461 FOLIO 407 ON May 5, 1983 (DATE)

1. DEBTOR

Name Mr. Leonard Culpepper & Mr. Robert Lantz
Address 7402 Lois Lane, Lanham, MD 20801

2. SECURED PARTY

Name Second National Building & Loan
Address Rt. 50 & Phillip Morris Drive, Salisbury, MD 21801

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>

Dated 5/5/86

Debbie Bailey
(Signature of Secured Party)

Debbie Bailey

Type or Print Above Name on Above Line

Second National Building & Loan
Rt. 50 & Phillip Morris Drive
Salisbury, MD 21801

Mailed to Secured Party

100



MAY 29 AM 10:42

THE LOMAS & NETTLETON COMPANY

FINANCING STATEMENT

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

DEBTOR: MULL, Gerald C. & Irene Ivy

PROPERTY ADDRESS: 549 Norton Lane
Arnold, Maryland 21012

SECURED PARTY: The Lomas & Nettleton Company, its successors and assigns, 175 Orange Street, New Haven, Connecticut 06510.

MATURITY DATE OF OBLIGATION: June 1, 2016

THIS FINANCING STATEMENT COVERS THE FOLLOWING ITEMS OF PROPERTY:
Range/Oven, Dishwasher, Refrig., Clothwasher, Dryer, Vent Fan, WW Carpet

RECORD FEE 12.00
POSTAGE .50
425004 0217 002 111129
MAY 29 1986

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 May 6, 1986, from Gerald C. Mull and Irene Ivy Mull 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: Gerald C. Mull]

[Signature: Irene Ivy Mull]

D.E. CLEAR

RECEIVED FOR RECORD
CIRCUIT COURT, D.A. LOONEY

1986 MAY 29 AM 11:32

E. AUBREY COLLISON
CLERK

2-22-86

Mailed to Secured Party

ATLANTIC TITLE COMPANY
36 South Charles Street
2301 Charles Center
Baltimore, MD 21201

BOOK 498 PAGE 379

FINANCING STATEMENT

FILE NO. 262000

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

1. DEBTOR(S) and Address(es) CATON PARTS CORPORATION 808-A Barkwood Court Linthicum, Maryland 21090	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Mr. James A. Shimer Vice President 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 sale of automobile parts (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 Furniture and fixtures now owned or hereafter acquired, and all present and future substitutions and all proceeds and products thereof in any form whatsoever.

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: \$80,000, of which \$37,000 constitutes inventory and is therefore exempt from recordation tax.

DEBTOR: CATON PARTS CORPORATION

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND

Jerzy Wasicki, President
(Type Name)

By: James A. Shimer

By: [Signature]

Mr. James A. Shimer, Vice President
(Type Name)
May 23 19 86
(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 DC GA PA~~

AFTER RECORDATION PLEASE RETURN TO BRUCE F. TAUB, ESQUIRE, SHAPIRO AND OLANDER, 2000 CHARLES CENTER SOUTH, 36 SOUTH CHARLES STREET, BALTIMORE, MARYLAND 21201.
TO BE RECORDED AMONG THE LAND RECORDS AND FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY AND THE FINANCING STATEMENT RECORDS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION. RECORDATION STAMPS IN THE AMOUNT OF \$301.00 HAVE BEEN PAID IN ANNE ARUNDEL COUNTY.

Mailed to Secured Party

1986 MAY 23 10 21 AM '86
E. AUBREY COLLISON
CLERK

FINANCING RECORDS

262001

BOOK 498 PAGE 380

Not to be recorded
in Land Records

Not subject to recordation
tax

This Financing Statement gives evidence of a security agreement granted in an indemnity deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

- 1. Debtor: Leroy M. Merritt
Address: 2006 Lord Baltimore Drive
Baltimore, Maryland 21207
- 2. Secured Parties:
Address of all Secured Parties:
The First National Bank of Maryland
c/o The First National Bank of Maryland
25 South Charles Street
Baltimore, Maryland 21201
Attention: Commercial Real Estate Division
BANC #101-820
Patricia A. Brian, Trustee
Anna M. Marcellino, Trustee

RECORD FEE 11.00
POSTAGE 20
MAY 29 1986

- 3. This Financing Statement covers
 - (a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden

D. E. COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1986 MAY 29 PM 3:39

-1-

E. AUBREY COLLISON
CLERK

6989f:05/23/86
3070-01-859

11-00-50

Returned to Secured Party

equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in an indemnity deed of trust given by Debtor to Patricia A. Brian and Anna M. Marcellino, Trustees, and recorded or intended to be recorded among the Land Records of Baltimore County, Maryland securing an indebtedness owed by Merritt Family Limited Partnership No. 2 to The First National Bank of Maryland.
5. Proceeds of collateral are also covered.
6. The land consists of approximately 5.475 acres known as Lot 19, Baltimore Commons Business Park, also known as Block B as shown on the Plat entitled "Block B - Baltimore Commons Business Park" dated November 30, 1974 and recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 3123 in Book 58, page 48, Anne Arundel County, Maryland and and is more particularly described in the Deed of Trust referred to above.

Debtor:


Leroy M. Merritt

To the Filing Officer: After this statement has been recorded, please mail the same to: Edward J. Levin, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

Mailed to Secured Party

BOOK 498 PAGE 382

BOOK 4081 PAGE 1

Cross Index IN LAND

262101

4 <input type="checkbox"/> Filed for record in the real estate records 1 Debtor(s) (Last Name First) and address(es) National Striping Co., Inc. NS PAVCO 11250 Somerset Avenue Beltsville, MD 20705 Sadle, Stephen L, Individually Sadle, Barbara J., Individually 874 Bywater Road, Annapolis, MD 21401	5 <input type="checkbox"/> Debtor is a Transmitting Utility 2 Secured Party(ies) and address(es) The Hanover Insurance Company 100 North Parkway Worcester, MA 01605-1396 Attn: O. Linwood Perry, Jr.	6 No. of Additional Sheets Presented 3 For Filing Officer (Date, Time, Number, and Filing Office)
--	--	--

7. This financing statement covers the following types (or item(s)) of property:
All of the property described in the Agreement of Indemnity dated September 10, 1985, a true and correct copy of which is attached hereto as Exhibit "A".

RECORD FEE \$2.00
SEARCH FEE \$1.00
TOTAL \$3.00
JUN 4 1986

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	National Striping Co., Inc. NS PAVCO by The Hanover Insurance Company as Attorney in Fact By: <i>O. Linwood Perry, Jr.</i> O. Linwood Perry, Jr., Bond Claims Manager	The Hanover Insurance Company By: <i>O. Linwood Perry, Jr.</i> O. Linwood Perry, Jr. Bond Claims Manager Signature(s) of Secured Party (Or Assignee)
--	---	--

85

D.E. CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JUN -4 AM 10:50
Finance Division
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JUN -4 AM 8:56
Case
E. AUBREY COLLISON
CLERK

2900
50

The Hanover Insurance Company
AGREEMENT OF INDEMNITY

THIS AGREEMENT of Indemnity, made and entered into this 10th day of September 19 85

by National Striping Co., Inc./NS PAVCO

(Insert full name of Contractor)

(hereinafter called the Contractor) and

Stephen L. and Barbara J. Sadle

(Insert full names of Indemnitors, if any)

(hereinafter called the Indemnitors, if any) and

THE HANOVER INSURANCE COMPANY, a corporation organized under the laws of the State of New Hampshire, (hereinafter called Surety),

WITNESSETH:

WHEREAS, the Contractor, in the performance of contracts and the fulfillment of obligations generally, whether in its own name solely or as co-adventurer with others, may desire, or be required to give or procure certain surety bonds, undertakings or instruments of guarantee, and to renew, or continue or substitute the same from time to time; or new bonds, undertakings or instruments of guarantee with the same or different penalties, and/or conditions, may be desired or required, in renewal, continuation, extension or substitution thereof, any one or more of which are hereinafter called Bonds; or the Contractor or Indemnitors may request the Surety to refrain from cancelling said Bonds; and

WHEREAS, at the request of the Contractor and the Indemnitors and upon the express understanding that this Agreement of Indemnity should be given, the Surety has executed or procured to be executed, and may from time to time hereafter execute or procure to be executed, said Bonds on behalf of the Contractor; and

WHEREAS, the Indemnitors have a substantial, material and beneficial interest in the obtaining of the Bonds or in the Surety's refraining from cancelling said Bonds

NOW, THEREFORE, in consideration of the premises the Contractor and Indemnitors for themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, hereby covenant and agree with the Surety, its successors and assigns, as follows:

PREMIUMS

FIRST: The Contractor and Indemnitors will pay to the Surety in such manner as may be agreed upon all premiums and charges of the Surety for the Bonds in accordance with its rate filings, its manual of rates, or as otherwise agreed upon, until the Contractor or Indemnitors shall serve evidence satisfactory to the Surety of its discharge or release from the Bonds and all liability by reason thereof.

INDEMNITY

SECOND: The Contractor and Indemnitors shall exonerate, indemnify, and keep indemnified the Surety from and against any and all liability for losses and/or expenses of whatsoever kind or nature (including, but not limited to, interest, court costs and counsel fees) and from and against any and all such losses and/or expenses which the Surety may sustain and incur: (1) By reason of having executed or procured the execution of the Bonds, (2) By reason of the failure of the Contractor or Indemnitors to perform or comply with the covenants and conditions of this Agreement or (3) In enforcing any of the covenants and conditions of this Agreement. Payment by reason of the aforesaid causes shall be made to the Surety by the Contractor and Indemnitors as soon as liability exists or is asserted against the Surety, whether or not the Surety shall have made any payment therefor. Such payment shall be equal to the amount of the reserve set by the Surety. In the event of any payment by the Surety the Contractor and Indemnitors further agree that in any accounting between the Surety and the Contractor, or between the Surety and the Indemnitors, or either or both of them, the Surety shall be entitled to charge for any and all disbursements made by it in good faith in and about the matters herein contemplated by this Agreement under the belief that it is or was liable for the sums and amounts so disbursed, or that it was necessary or expedient to make such disbursements, whether or not such liability, necessity or expediency existed; and that the vouchers or other evidence of any such payments made by the Surety shall be prima facie evidence of the fact and amount of the liability to the Surety.

ASSIGNMENT

THIRD: The Contractor, the Indemnitors hereby consenting, will assign, transfer and set over, and does hereby assign, transfer and set over to the Surety, as collateral, to secure the obligations in any and all of the paragraphs of this Agreement and any other indebtedness and liabilities of the Contractor to the Surety, whether heretofore or hereafter incurred, the assignment in the case of each contract to become effective as of the date of the bond covering such contract, but only in the event of (1) any abandonment, forfeiture or breach of any contracts referred to in the Bonds or of any breach of any said Bonds; or (2) of any breach of the provisions of any of the paragraphs of this Agreement; or (3) of a default in discharging such other indebtedness or liabilities when due; or (4) of any assignment by the Contractor for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the Contractor whether insolvent or not, or (5) of any proceeding which deprives the Contractor of the use of any of the machinery, equipment, plant, tools or material referred to in section (b) of this paragraph; or (6) of the Contractor's dying, absconding, disappearing, incompetency, being convicted of a felony, or imprisoned if the Contractor be an individual. (a) All the rights of the Contractor in, and growing in any manner out of, all contracts referred to in the Bonds, or in, or growing in any manner out of the Bonds, (b) All the rights, title and interest of the Contractor in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site or sites of any and all of the contractual work referred to in the Bonds or elsewhere, including materials purchased for or chargeable to any and all contracts referred to in the bonds, materials which may be in process of construction, in storage elsewhere, or in transportation to any and all of said sites; (c) All the rights, title and interest of the Contractor in and to all subcontracts let or to be let in connection with any and all contracts referred to in the Bonds, and in and to all surety bonds supporting such subcontracts; (d) All actions, causes of actions, claims and demands whatsoever which the Contractor may have or acquire against any subcontractor, laborer or materialman, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of any and all contracts referred to in the Bonds; and against any surety or sureties of any subcontractor, laborer, or materialman, (e) Any and all percentages retained and any and all sums that may be due or hereafter become due on account of any and all contracts referred to in the Bonds and all other contracts whether bonded or not in which the Contractor has an interest.

FOURTH If any of the Bonds are executed in connection with a contract which by its terms or by law prohibits the assignment of the contract price, or any part thereof, the Contractor and Indemnitors covenant and agree that all payments received for or on account of said contract shall be held as a trust fund in which the Surety has an interest, for the payment of obligations incurred in the performance of the contract and for labor, materials, and services furnished in the prosecution of the work provided in said contract or any authorized extension or modification thereof, and, further, it is expressly understood and declared that all monies due and to become due under any contract or contracts covered by the Bonds are trust funds, whether in the possession of the Contractor or Indemnitors or otherwise, for the benefit of and for payment of all such obligations in connection with any such contract or contracts for which the Surety would be liable under any of said Bonds, which said trust also inures to the benefit of the Surety for any liability or loss it may have or sustain under any said Bonds, and this Agreement and declaration shall also constitute notice of such trust.

UNIFORM COMMERCIAL CODE

FIFTH That this Agreement shall constitute a Security Agreement to the Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement or under law, or in equity.

TAKEOVER

SIXTH In the event of any breach, delay or default asserted by the obligee in any said Bonds, or the Contractor has suspended or ceased work on any contract or contracts covered by any said Bonds, or failed to pay obligations incurred in connection therewith, or in the event of the death, disappearance, Contractor's conviction for a felony, imprisonment, incompetency, insolvency, or bankruptcy of the Contractor, or the appointment of a receiver or trustee for the Contractor, or the property of the Contractor, or in the event of an assignment for the benefit of creditors of the Contractor, or if any action is taken by or against the Contractor under or by virtue of the National Bankruptcy Act, or should reorganization or arrangement proceedings be filed by or against the Contractor under said Act, or if any action is taken by or against the Contractor under the insolvency laws of any state, possession, or territory of the United States the Surety shall have the right, at its option and in its sole discretion and is hereby authorized, with or without exercising any other right or option conferred upon it by law or in the terms of this Agreement, to take possession of any part or all of the work under any contract or contracts covered by any said Bonds, and at the expense of the Contractor and Indemnitors to complete or arrange for the completion of the same, and the Contractor and Indemnitors shall promptly upon demand pay to the Surety all losses, and expenses so incurred.

CHANGES

SEVENTH The Surety is authorized and empowered, without notice to or knowledge of the Indemnitors to assent to any change whatsoever in the Bonds, and/or any contracts referred to in the Bonds, and/or in the general conditions, plans and/or specifications accompanying said contracts, including, but not limited to, any change in the time for the completion of said contracts and to payments or advances thereunder before the same may be due, and to assent to or take any assignment or assignments, to execute or consent to the execution of any continuations, extensions or renewals of the Bonds and to execute any substitute or substitutes therefor, with the same or different conditions, provisions and obligees and with the same or larger or smaller penalties, it being expressly understood and agreed that the Indemnitors shall remain bound under the terms of this Agreement even though any such assent by the Surety does or might substantially increase the liability of said Indemnitors.

ADVANCES

EIGHTH The Surety is authorized and empowered to guarantee loans, to advance or lend to the Contractor any money, which the Surety may see fit, for the purpose of any contracts referred to in, or guaranteed by the Bonds; and all money expended in the completion of any such contracts by the Surety, or lent or advanced from time to time to the Contractor, or guaranteed by the Surety for the purposes of any such contracts, and all costs, and expenses incurred by the Surety in relation thereto, unless repaid with legal interest by the Contractor to the Surety when due, shall be presumed to be a loss by the Surety for which the Contractor and the Indemnitors shall be responsible, notwithstanding that said money or any part thereof should not be so used by the Contractor.

BOOKS AND RECORDS

NINTH At any time, and until such time as the liability of the Surety under any and all said Bonds is terminated, the Surety shall have the right to reasonable access to the books, records, and accounts of the Contractor and Indemnitors, and any bank depository, materialman, supply house, or other person, firm, or corporation when requested by the Surety is hereby authorized to furnish the Surety any information requested including, but not limited to, the status of the work under contracts being performed by the Contractor, the condition of the performance of such contracts and payments of accounts.

DECLINE EXECUTION

TENTH Unless otherwise specifically agreed in writing, the Surety may decline to execute any Bond and the Contractor and Indemnitors agree to make no claim to the contrary in consideration of the Surety's receiving this Agreement; and if the Surety shall execute a Bid or Proposal Bond, it shall have the right to decline to execute any and all of the bonds that may be required in connection with any award that may be made under the proposal for which the Bid or Proposal Bond is given and such declination shall not diminish or alter the liability that may arise by reason of having executed the Bid or Proposal Bond.

NOTICE OF EXECUTION

ELEVENTH The Indemnitors hereby waive notice of the execution of said Bonds and of the acceptance of this Agreement, and the Contractor and the Indemnitors hereby waive all notice of any default, or any other act or acts giving rise to any claim under said Bonds, as well as notice of any and all liability of the Surety under said Bonds, and any and all liability on their part hereunder, to the end and effect that, the Contractor and the Indemnitors shall be and continue liable hereunder, notwithstanding any notice of any kind to which they might have been or be entitled, and notwithstanding any defenses they might have been entitled to make.

HOMESTEAD

TWELFTH The Contractor and the Indemnitors hereby waive, so far as their respective obligations under this Agreement are concerned, all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process under the laws of any State, Territory, or Possession.

SETTLEMENTS

THIRTEENTH The Surety shall have the right to adjust, settle or compromise any claim, demand, suit or judgment upon the Bonds, unless the Contractor and the Indemnitors shall request the Surety to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Surety, at the time of such request, cash or collateral satisfactory to the Surety in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs, expenses and attorneys' fees, including those of the Surety.

SURETIES

FOURTEENTH In the event the Surety procures the execution of the Bonds by other sureties, or executes the Bonds with co-sureties, or reinsures any portion of said Bonds with reinsuring sureties, then all the terms and conditions of this Agreement shall inure to the benefit of such other sureties, co-sureties and reinsuring sureties, as their interests may appear.

SUITS

FIFTEENTH Separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether heretofore or thereafter arising.

SIXTEENTH: That the Contractor and the Indemnitors shall continue to remain bound under the terms of this Agreement even though the Surety may have from time to time heretofore or hereafter, with or without notice to or knowledge of the Contractor and the Indemnitors, accepted or released other agreements of indemnity or collateral in connection with the execution or procurement of said Bonds, from the Contractor or Indemnitors or others, it being expressly understood and agreed by the Contractor and the Indemnitors that any and all other rights which the Surety may have or acquire against the Contractor and the Indemnitors and/or others under any such other or additional agreements of indemnity or collateral shall be in addition to, and not in lieu of, the rights afforded the Surety under this Agreement.

INVALIDITY

SEVENTEENTH: In case any of the parties mentioned in this Agreement fail to execute the same, or in case the execution hereof by any of the parties be defective or invalid for any reason, such failure, defect or invalidity shall not in any manner affect the validity of this Agreement or the liability hereunder of any of the parties executing the same, but each and every party so executing shall be and remain fully bound and liable hereunder to the same extent as if such failure, defect or invalidity had not existed. It is understood and agreed by the Contractor and Indemnitors that the rights, powers, and remedies given the Surety under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers, and remedies which the Surety may have or acquire against the Contractor and Indemnitors or others whether by the terms of any other agreement or by operation of law or otherwise.

ATTORNEY IN FACT

EIGHTEENTH: The Contractor and Indemnitors hereby irrevocably nominate, constitute, appoint and designate the Surety as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Contractor and Indemnitors assigned, transferred and set over to the Surety in this Agreement, and in the name of the Contractor and Indemnitors to make, execute, and deliver any and all additional or other assignments, documents or papers deemed necessary and proper by the Surety in order to give full effect not only to the intent and meaning of the within assignments, but also to the full protection intended to be herein given to the Surety under all other provisions of this Agreement. The Contractor and Indemnitors hereby ratify and confirm all acts and actions taken and done by the Surety as such attorney-in-fact.

TERMINATION

NINETEENTH: This Agreement may be terminated by the Contractor or Indemnitors upon twenty days' written notice sent by registered mail to the Surety at its executive office at 440 Lincoln Street, Worcester, Mass., but any such notice of termination shall not operate to modify, bar, or discharge the Contractor or the Indemnitors as to the Bonds that may have been theretofore executed.

TWENTIETH: This Agreement may not be changed or modified orally. No change or modification shall be effective unless made by written endorsement executed to form a part hereof.

TWENTY FIRST:

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

ATTEST OR WITNESS:

C. W. Demory, Jr.
C. W. Demory, Jr., Secretary

National Striping Co., Inc./NS PAVCO
11250 Somerset Avenue (Name of Contractor)
Beltsville, MD 20705 (Address of Contractor)

By *Stephen L. Sadle* (SEAL)
Title Stephen L. Sadle, President

WITNESS OR ATTEST	SIGNATURE OF INDEMNITOR	ADDRESS OF INDEMNITOR
<i>Walter W. Mar</i>	<i>Stephen L. Sadle</i> (SEAL) Stephen L. Sadle, Individually	874 Bywater Road Annapolis, MD 21401
<i>Walter W. Mar</i>	<i>Barbara J. Sadle</i> (SEAL) Barbara J. Sadle, Individually	874 Bywater Road Annapolis, MD 21401
	(SEAL)	

WITNESS:

(SURETY)

By (SEAL)

(HAVE EACH SIGNATURE NOTARIZED ON REVERSE SIDE)

For Acknowledgment of Contractor's Signature

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, in the year 19____, before me personally come(s) _____
to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that _____ he _____ executed the same.

(Signature and title of official taking acknowledgment)

PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, in the year 19____, before me personally comes _____
a member of the co-partnership of _____
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he executed the same as and for the act and deed of the said co-partnership.

(Signature and title of official taking acknowledgment)

CORPORATE ACKNOWLEDGMENT

STATE OF District of Columbia }
COUNTY OF _____ } ss:

On this 19th day of September, in the year 1985, before me personally comes
Stephen L. Sadle
to me known, who, being by me duly sworn, deposes and says that he resides in the City of Annapolis, MD
that he is the President of the National Striping Co., Inc./NS PAVCO
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Kitty D. Harbin
(Signature and title of official taking acknowledgment)

For Acknowledgment of Indemnitor's Signatures

INDIVIDUAL ACKNOWLEDGMENT

STATE OF District of Columbia }
COUNTY OF _____ } ss:

On this 19th day of September, in the year 1985, before me personally come(s)
Stephen L. and Barbara J. Sadle
to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that _____ he _____ executed the same.

Kitty D. Harbin
(Signature and title of official taking acknowledgment)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, in the year 19____, before me personally come(s) _____
to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that _____ he _____ executed the same.

(Signature and title of official taking acknowledgment)

PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, in the year 19____, before me personally comes _____
a member of the co-partnership of _____
to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he executed the same as and for the act and deed of the said co-partnership.

(Signature and title of official taking acknowledgment)

CORPORATE ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } ss:

On this _____ day of _____, in the year 19____, before me personally comes _____
to me known, who, being by me duly sworn, deposes and says that he resides in the City of _____
that he is the _____ of the _____
the corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(Signature and title of official taking acknowledgment)

RETURN TO: G.A. Nettleton
Sador and Pelland, Ctd.
2000 L St. N.W. Suite 612,
Mail to Washington D.C. 20036

FINANCING STATEMENT FORM UCC-1 262107

Identifying File 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. \$ NONE

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

This financing statement Dated 2-7-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Roger M. Frady T/A Greentree Exxon 2-264-432
Address 8001 Crain Hwy Glen Burnie, MD 21061

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

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

CHECK THE LINES WHICH APPLY

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

E. AUBREY COLLISON CLERK

1986 JUN -2 AM 9:42

RECEIVED FOR RECORD



Signature of Debtor: Roger M. Frady

Type or Print Above Name on Above Line: Roger M. Frady

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Signature of Secured Party: Exxon Company U.S.A.

Type or Print Above Signature on Above Line

262103

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

Bowie Bolt and Supply, Inc.
1851 Marlow Place
Crofton, Md. 21114

Equipment/Inventory 1650 Crofton Blvd.
Location: Suite #14
Crofton, Md. 21114

2. NAME AND ADDRESS OF SECURED PARTY:

The Citizens National Bank
390 Main Street
Laurel, Md. 20707

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc., subject only to a prior lien in the approximate amount of \$125,000. in favor the The Citizens National Bank.
- Inventory, raw materials, etc., including after acquired and proceeds, subject only to a prior lien in the approximate amount of \$125,00. in favor of The Citizens National Bank.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds, subject only to a prior lien in the approximate amount of \$125,000. in favor of The Citizens National Bank.
- 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.
- Subject only to a prior lien in the approximate amount of \$125,500 in favor of The Citizens National Bank against all collateral here listed.

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 \$ _____.

DEBTOR:

Bowie Bolt and Supply, Inc.

Donna M. Weathers
Donna M. Weathers, President

Loyd D. Weathers
Loyd D. Weathers, Sec./Treas.

SECURED PARTY:

The Citizens National Bank

Marilyn F. Horton
Marilyn F. Horton, Assit. Vice Pres.

AFTER RECORDATION RETURN TO:

The Citizens National Bank
390 Main Street
Laurel, Md. 20707



RECEIVED FOR RECORDS
ANNE ARUNDEL COUNTY

1986 JUN -2 AM 9:43

E. AUDREY COLLISON
CLERK

Mailed to Secured Party

Recording Cost: 13.50
File BU 45829
Stamps: \$147.00

ANNE ARUNDEL COUNTY FINANCING STATEMENTS

BOOK 498 PAGE 389

262109

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. \$ 21,000.00

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

This financing statement Dated May 21, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR MARTIN SAIA, trading as "GUSSIE'S PIZZA SHOP"
GUARANTOR'S Name RAYMOND MAKAROVICH, JR.
Address 7164 Furnace Branch Road, Glen Burnie, Maryland- 21061

2. SECURED PARTY
Name TROY ENTERPRISES INC. PENSION PLAN AND TRUST
Address 6602 Troy Court, Baltimore, Maryland- 21209
WARTZMAN, ROMBRO, OMANSKY, BLIBAUM & SIMONS, P.A.
341 North Calvert 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) 1988

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

All of Debtor's furniture, fixtures, equipment, stock of inventory, and the lease used in conjunction with the pizza business conducted at 7164 Furnace Branch Road, Glen Burnie, Maryland, trading as "Gussie's Pizza Shop", and all renewals, replacements, extensions and additions to any of the foregoing.

CHECK THE LINES WHICH APPLY

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

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

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

1986 JUN - 2 AM 9:44
E. AUBREY COLLISON
CLERK

Mailed to secured Party

RECORDED THE RECORDING TAX 147.00
POSTAGE 50
JUN 2 1986

Martin Saia
(Signature of Debtor)

MARTIN SAIA, t/a "GUSSIE'S PIZZA SHOP"
Type or Print Above Signature on Above Line

Raymond Makarovich, Jr.
(Signature of Debtor)

RAYMOND MAKAROVICH, JR. (Guarantor)
Type or Print Above Signature on Above Line

TROY ENTERPRISES INC. PENSION
PLAN AND TRUST

BY: Alvin Pomerantz
(Signature of Secured Party)

Alvin Pomerantz - Trustee
Type or Print Above Name on Above Line

13.00
145
80

KINDLY RETURN RECORDED DOCUMENT TO:

JOSEPH H. OMANSKY, Attorney
Wartzman, Rombro, Omansky, Blibaum & Simons, P.A.
341 North Calvert Street
Baltimore, Maryland 21202

4201 085-011

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 Triangle General Contractors, Inc.
Address 537 Ritchie Highway, Severna Park, MD 21146 (A. A. County)

2. SECURED PARTY

Name State Equipment, Div. SECORP NATIONAL, INC.
Address 1400 Joh Ave., Baltimore, MD 21227

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

3. Maturity date of obligation (if any) _____

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

- ONE (1) DRESSER 175 C Crawler Loader S/N 4050
- ONE (1) Hyster C 612 Vibratory Roller S/N 1728
- ONE (1) DRESSER TD 12 Crawler Dozer S/N 902
- ONE (1) DRESSER 412 B Scraper S/N 16539

RECEIVED FOR RECORDS
CREDIT COURT, S.A. COUNTY
1986 JUN -2 AM 9:43
E. AUGREY 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 be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Triangle General Contracting, Inc.

[Signature]
(Signature of Debtor)
JACK S. LEONE VICE-PRES
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Equipment
Div. SECORP NATIONAL, INC.

[Signature]
(Signature of Secured Party)

Glenn S. Conklin, Gen. Mgr.
Type or Print Above Signature on Above Line

Mailed to Secured Party

11
J.



TO BE } RECORDED IN
 NOT TO BE } LAND RECORDS

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

FINANCING STATEMENT and SECURITY AGREEMENT

Vernon Snyder t/a Snyder's Willow Grove, Inc.
 Name or Names—Print or Type
 841 N. Hammonds Ferry Rd., AA Co., Linthicum, Md. 21090
 Address—Street No., City - County State Zip Code

1. Debtor(s):

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

2. Secured Party:

Atlantic Equipment Company
 Name or Names—Print or Type
 4511 Harford Rd., Baltimore City, Maryland 21214
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).
 Miscellaneous food service equipment including installations of any kind connected therewith or appurtenant thereto and including any future additions or substitutions as set forth in Contract and Security Agreement No. 2043-86-CE dated 5/2/86.

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.

DEBTOR(S):
 Snyder's Willow Grove, Ind.
 By: Vernon Snyder
 (Signature of Debtor)

VERNON S. SNYDER
 Type or Print

Title: PRES
 (Signature of Debtor)

Type or Print

SECURED PARTY:

Mailed to Secured Party

ATLANTIC EQUIPMENT COMPANY
 (Company, if applicable)

BY: Allen Greenberg
 (Signature of Secured Party)

TITLE: Allen Greenberg
 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 Atlantic Equipment Company, 4511 Harford Rd., Balto, Md. 21214

E. AUBREY COLLISON
CLERK

1986 JUN -2 AM 9:43

RECEIVED FOR RECORD
BALTO COUNTY CLERK

CR NYA
CLERK

12/1

Anna Arnold Co.
4/7/86

MARYLAND FINANCING STATEMENT

UCC-1

262112

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

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

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

1. DEBTOR: George R. Mann, Inc.
(Name or Names)
1907 Yorkie Avenue, Pasadena, Maryland 21122
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: Siems Rental & Sales Co., Inc.
(Name or Names)
3683 Clipper Mill Road, Baltimore, Maryland 21211
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: Union Trust Company of Maryland
(Name or Names)
P.O. Box 22497, Baltimore, Maryland 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:
One (1) New Genie Boom Model #3020, s/n 3085-6225M
One (1) Tag-A-Long Trailer Model #TA714-6M, s/n TA714-6M74DXD
Plus all attachments and accessories thereto

RECORDED
INDEXED
UNITED STATES DEPARTMENT OF COMMERCE
JUN 2 1986

1986 JUN -2 AM 9:43
AUBREY COLLISON
CLERK



NOT SUBJECT TO RECORDATION - CONDITIONAL SALES CONTRACT

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

6. Proceeds of Collateral are covered hereunder: Yes No
Products of Collateral are also covered: Yes No

Mailed to Secured Party

DEBTOR(S):
George R. Mann, Inc.
By: *George R. Mann* (Title)
George R. Mann, President
(Type or print name of person signing)

SECURED PARTY:
Siems Rental & Sales Co., Inc.
By: *Marvin Abbott* (Title)
Marvin Abbott, Vice President
(Type or print name of person signing)

By: _____ (Title)

(Type or print name of person signing)

Return To: Union Trust Company of Maryland, P.O. Box 22497, Baltimore, MD 21203
Attn: #427

11
[Handwritten mark]

BOOK 498 PAGE 393

Financing Statement Records
Anne Arundel County

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

SUBJECT TO RECORDING TAX OF \$65,520.00 ON PRINCIPAL AMOUNT OF \$9,360,000.00 WHICH WAS PAID TO THE CLERK OF THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY UPON RECORDATION OF A MORTGAGE AND SECURITY AGREEMENT.

FINANCING STATEMENT

1. DEBTOR:

SEVERNA PARK MALL ASSOCIATES
1101 Fourteenth Street, N.W.
Suite 1000
Washington, D.C. 20005
Attn: Thomas P. Turchan, Jr.,
General Partner

2. SECURED PARTY:

MORTGAGE AND REALTY TRUST
PNB Building -- 17th Floor
Broad and Chestnut Streets
Philadelphia, PA 19107
Attn: James W. Kelican, Jr.,
Vice President

3. This Financing Statement covers and the Debtor grants a continuing security interest to the Secured Party in all of the Debtor's (a) machinery, equipment, fixtures, furniture, appliances, materials, and other personal property, now owned or hereafter acquired, located in or upon the Real Estate situate at Governor Ritchie Highway and McKinsey Road, Severna Park, Anne Arundel County, Maryland, more particularly described on Exhibit "A" hereto; (b) all of the Debtor's right, title and interest as lessor in, to and under all present and future leases of any or all part of the Real Estate described on Exhibit "A" hereto; (c) all escrow accounts established pursuant to a certain Mortgage and Security Agreement on the Real Estate described on Exhibit "A" hereto and intended to be forthwith recorded; and (d) all of Debtor's notes receivables endorsed to it by Ritchie-McKinsey Limited Partnership, a Maryland limited partnership, which notes were generated from the sale of partnership interests in the aforesaid Ritchie-McKinsey Limited Partnership, which is a general partner of Debtor, and all accounts established with the Secured Party, with National Enterprise Bank, Washington, D.C., or otherwise, related thereto pursuant to a certain Pledge and Assignment Agreement between Debtor as pledgor and Secured Party as pledgee.

E. AUBREY COLLISON
CLERK

1986 JUN - 2 AM 10: 11

OFFICE OF THE CLERK
CIRCUIT COURT FOR ANNE ARUNDEL COUNTY



22
28

4. The cash and non-cash proceeds and products of all the collateral are secured, as are future advances and after acquired property.
5. All of the foregoing collateral is more fully described on Exhibit "B" hereto.

~~SECURED PARTY:~~

~~MORTGAGE AND REALTY TRUST~~

~~By: _____ (SEAL)
VICTOR H. SCHLESINGER,
Vice Chairman~~

~~Date: _____, 1986~~

DEBTOR:

SEVERNA PARK MALL ASSOCIATES

By:  (SEAL)
THOMAS P. TURCHAN, JR.,
General Partner

Date: May 30, 1986

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

Elaine N. Moranz, Esquire
MELTZER & SCHIFFRIN
800 Three Mellon Bank Center
Philadelphia, PA 19102

EXHIBIT "A"

BEGINNING for the same at the beginning point of the parcel of land conveyed by Alma L. Bourke, unmarried, to West Ridge, Inc., by deed dated July 16, 1958 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1220, folio 396, said point being also at the end of the first or south 27 degrees 18 minutes east 208.72 foot line of the parcel of land conveyed by Henry C. Bourke, widower, to Anna L. Kleis, by deed dated June 3, 1940 and recorded among the aforesaid Land Records in Liber J.H.H. 217, folio 418, said point being also on the northeasternmost side of Governor Ritchie Highway, as laid out and now existing 150 feet wide, thence binding on the first, second and part of the third lines of the first mentioned conveyance, and binding on the second and third lines of the second mentioned conveyance and referring the courses and distances of this description to the Maryland State Grid Meridian, (1) north 49 degrees 53 minutes 15 seconds east 209.00 feet, thence (2) north 35 degrees 24 minutes 45 seconds west 208.72 feet, thence (3) north 49 degrees 53 minutes 15 seconds east 10.22 feet, thence leaving the third line aforementioned and binding on the southerly right of way line of the proposed Arundel Expressway, as shown on State Road Commission of Maryland Plat No. 24309, by a curve to the left, (4) having a radius of 2247.07 feet, a length of arc of 736.48 feet, and being subtended by a chord having a bearing of south 51 degrees 44 minutes 35 seconds east and a distance of 733.18 feet to a point of tangency, thence (5) south 61 degrees 08 minutes 00 seconds east 791.55 feet to a point of curvature, thence binding on a curve to the right, (6) having a radius of 2421.48 feet, a length of arc of 372.29 feet, and being subtended by a chord having a bearing of south 56 degrees 43 minutes 44 seconds east and a distance of 371.92 feet to intersect the tenth or south 49 degrees 42 minutes 55 seconds west 201.90 foot line of the first mentioned conveyance, 68.29 feet from the end thereof, thence binding on the remainder of said tenth line, (7) south 49 degrees 42 minutes 55 seconds west 68.29 feet, thence binding on part of the eleventh line of the first mentioned conveyance, (8) south 49 degrees 42 minutes 55 seconds west 21.00 feet to the northerly side of McKinsey Road, thence running along the road widening of said road, (9) along a curve to the left 145.64 feet, said curve having a radius of 420.00 feet and being subtended by a chord of south 59 degrees 38 minutes 57 seconds west 144.91 feet, thence (10) south 49 degrees 42 minutes 55 seconds west 645.26 feet, thence (11) north 82 degrees 50 minutes 55 seconds west 36.83 feet to the easternmost side of Governor Ritchie Highway, 150 feet wide, thence binding along the said northeasternmost side of Governor Ritchie Highway, 150 feet wide, (12) north 35 degrees 24 minutes 45 seconds west 1561.22 feet to the point of beginning: containing 20.613 acres of land, more or less.

(1) Any and all fixtures, appliances, machinery and equipment, and other articles of personal property, belonging to Debtor, at any time now or hereafter installed in, attached to or situated in or upon the above described real estate or the buildings and improvements 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, business or dwelling situate thereon, whether or not the personal property is or shall be affixed thereto; including, without limitation of the foregoing, all furniture, furnishings, floor coverings, household appliances, office equipment, and articles of interior decoration; all screens, awnings, venetian blinds, shutters, shades, storm windows and storm doors; all kitchen cabinets, mirrors, mantles; all office, restaurant, bar, kitchen and laundry fixtures, utensils, appliances, and equipment; all cleaning, ventilation, refrigerating, vending, incinerating, waste disposal, communications, alarms, fire prevention and fire extinguishing systems, apparatus and equipment; all television, radio and other musical equipment; all passenger and freight elevators, escalators and machinery and equipment pertaining thereto; all building materials, equipment and machinery; all pipes, conduits, pumps, boilers, tanks, motors, engines and furnaces; all heating, lighting, sprinkling, plumbing, air conditioning, gas-burning, oil-burning, and electric fixtures, machinery and equipment of whatsoever kind and nature;

(2) all building materials, fixtures, building machinery and building equipment delivered on site to the real estate during the course of, or in connection with, construction of any repairs of, or renovations to, the buildings and improvements;

(3) any and all tenements, hereditaments and appurtenances belonging to the real estate or any part thereof or in any way appertaining thereto, and all streets, alleys, passages, ways, water courses and all easements and covenants now existing or hereafter created for the benefit of the Debtor or any subsequent owner or tenant of the real estate over ground adjoining the real estate and all rights to enforce the maintenance thereof, and all other rights, liberties and privileges of whatsoever kind or character, and the reversions and remainders, income, rents, issues and profits arising therefrom, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law or in equity;

(4) all of Debtor's right, title and interest as lessor in, to and under all present and future lease, tenancy, occupancy, use or license agreements of all or any part of the aforesaid real estate, and all rents, issues and profits payable thereunder, and under any future renewals, amendments or modifications thereof;

EXHIBIT "B"

page 1 of 2

BOOK 498 PAGE 397

(5) all escrow accounts established pursuant to a certain Mortgage and Security Agreement upon the real estate described therein dated May 28, 1986 and intended to be forthwith recorded in the real estate records of Anne Anundel County, Maryland; and

(6) all of Debtor's notes receivables endorsed to it by Ritchie-McKinsey Limited Partnership, a Maryland limited partnership, which notes were generated from the sale of partnership interests in the aforesaid Ritchie-McKinsey Limited Partnership, which is a general partner of Debtor, and all accounts established with the Secured Party, National Enterprise Bank, Washington, D.C., or otherwise, related thereto pursuant to a certain Pledge and Assignment Agreement between Debtor as pledgor and Secured Party as pledgee.

Mailed to Secured Party

EXHIBIT "B"

page 2 of 2

BOOK 498 PAGE 398

STATE OF MARYLAND
ANNE ARUNDEL COUNTY
FORM UCC-1

Identifying File No. 262111

FINANCING STATEMENT

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

If transaction or transactions wholly or partially subject to 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 Carolina Sales Of Maryland, Inc. T/A Pacemaker of Annapolis, Md.
Address 2983 Poplar Trail, Annapolis, MD 21401 AND 1061 Turkey Point Rd. Edgewater, MD 21037

2. SECURED PARTY

Name Borg-Warner Acceptance Corporation
Address P.O. Box 3190, Annapolis, MD 21403

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

3. Maturity date of obligation (if any) _____

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

All inventory of whatever kind or nature, including but not limited to boats, boat trailers, boat motors, marine equipment and accessories whether attached to the boats or boat trailers or otherwise, wherever located, now owned or hereafter acquired or in the possession, custody or control of Debtor, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessions thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, equipment, instruments, chattel paper, general intangibles, accounts or otherwise).

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)

Carolina Sales OF Maryland, Inc. T/A Pacemaker Of Annapolis, MD.

Christina D Bender
(Signature of Debtor)

Christina Bender Pres.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Borg-Warner Acceptance Corporation

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

District Manager

E. AUBREY COLLISON
CLERK

1986 JUN -2 PM 12:41

RECORD FEE 12.00
POSTAGE .50
1986 JUN 2 11:24:34
JUN 2 86

Mailed to Secured Party



FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name The Yacht Agency, Inc.
Address 1656 Homewood Landing Rd., Annapolis, MD 21401

2. SECURED PARTY

Name Borg-warner Acceptance Corporation
Address P.O. Box 3190, Annapolis, MD 21403

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

Maturity date of obligation (if any) _____

This financing statement covers the following types (or items) of property: (list)
All inventory of whatever kind or nature, including but not limited to boats, boat trailers, boat motors, marine equipment and accessories whether attached to the boats or boat trailers or otherwise, wherever located, now owned or hereafter acquired or in the possession, custody or control of Debtor, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessories thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, equipment, instruments, chattel paper, general intangibles, accounts or otherwise).

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)

The Yacht Agency, Inc.

[Signature]
(Signature of Debtor)
For The Yacht Agency Inc.
William J. Blanton, Jr., President
Type or Print Above Name on Above Line

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

[Signature]
(Signature of Secured Party)

District Manger
Type or Print Above Signature on Above Line

RECORD FEE 11.00
POSTAGE 50
MAY 19 0745 AM '86
JUN 2 1986

1986 JUN - 2 PM 12:41
E. AUBREY COLLISON
CLERK
RECORDS SECTION
ANNE ARUNDEL COUNTY

Mailed to Secured Party

11-5

FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

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

\$750,000.00

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:
EIGHTH DISTRICT ASSOCIATES, LTD., a Maryland corporation c/o Saul Perlmutter
4945 Wyaconda Road
Rockville, Maryland 20852
2. Secured Party: Address:
SECURITY NATIONAL BANK 1130 Connecticut Ave., N.W.
Washington, D.C. 20036
3. Trustee: Address:
Lawrence A. Sinclitico and Janice A. Faust 1130 Connecticut Ave., N.W.
Washington, D.C. 20036
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, 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

AFTER RECORDING, PLEASE RETURN TO:

Law Offices of Michael B. McGovern
1629 K Street, N.W., Suite 605
Washington, D.C. 20006



1966 JUN -2 PM 12:59

1966 JUN -2 PM 12:59

E. AUBREY COLLISON
CLERK

17
21

(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:

EIGHTH DISTRICT ASSOCIATES, LTD.,
a Maryland corporation

By: David Perlmutter
David Perlmutter, President

Secured Party:

SECURITY NATIONAL BANK

By: Peter Holman
Peter Holman,
Senior Vice President

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to: Security National Bank, 1130 Conn. Ave., N.W., Washington, D.C. 20036, Attn: Jean R. Liss.

EXHIBIT "A"
TO FINANCING STATEMENT
(Chattel Records)

LEGAL DESCRIPTION

Lots 61 - 70 and 102 - 103 in the subdivision known as "Plat 1, Section 1, BAY COUNTRY", as per plat thereof recorded in Plat Book 72 at Plat 21 among the Land Records of Anne Arundel County, Maryland;

Lots 71 - 76 and 58 - 60 in the subdivision known as "Plat 2, Section 1, BAY COUNTRY", as per plat thereof recorded in Plat Book 72 at Plat 22 among the Land Records of Anne Arundel County, Maryland;

Lots 25 - 26 and 34 - 40 in the subdivision known as "Plat 3, Section 1, BAY COUNTRY", as per plat thereof recorded in Plat Book 72 at Plat 23 among the Land Records of Anne Arundel County, Maryland;

Lots 27 - 33 in the subdivision known as "Plat 4, Section 1, BAY COUNTRY", as per plat thereof recorded in Plat Book 72 at Plat 24 among the Land Records of Anne Arundel County, Maryland;

Lots 12 - 15 and 21 - 24 and 41 - 48 in the subdivision known as "Plat 5, Section 2, BAY COUNTRY", as per plat thereof recorded in Plat Book 72 at Plat 25 among the Land Records of Anne Arundel County, Maryland;

Lots 7 - 11 and 16 - 20 in the subdivision known as "Plat 6, Section 2, BAY COUNTRY", as per plat thereof recorded in Plat Book 72 at Plat 26 among the Land Records of Anne Arundel County, Maryland;

Lots 5 - 6 and 49 - 55 in the subdivision known as "Plat 7, Section 2, BAY COUNTRY", as per plat thereof recorded in Plat Book 72 at Plat 27 among the Land Records of Anne Arundel County, Maryland;

Lots 1 - 4 and 56 - 57 in the subdivision known as "Plat 8, Section 2, BAY COUNTRY", as per plat thereof recorded in Plat Book 72 at Plat 28 among the Land Records of Anne Arundel County, Maryland;

AND

All those areas designated as flood plain as follows:

2.941 acres on Plat 9, Section 2, "BAY COUNTRY" Subdivision as per plat thereof recorded in Plat Book PB 72 at Plat 29 among the Land Records of Anne Arundel County, Maryland;

13.923 acres on Plat 8, Section 2, "BAY COUNTRY" Subdivision as per plat thereof recorded in Plat Book PB 72 at Plat 28 among the Land Records of Anne Arundel County, Maryland;

5.783 acres on Plat 7, Section 2, "BAY COUNTRY", Subdivision as per plat thereof recorded in Plat Book PB 72 at Plat 27 among the Land Records of Anne Arundel County, Maryland;

7.502 acres on Plat 6, Section 2 "BAY COUNTRY", Subdivision as per plat thereof recorded in Plat Book PB 72 at Plat 26 among the Land Records of Anne Arundel County, Maryland;

CONTINUED ON ATTACHED SHEET

EXHIBIT "A"
TO FINANCING STATEMENT
Continued

2 of 2

(Chattel)

LEGAL DESCRIPTION CONTINUED 498 PAGE 403

2.067 acres on Plat 4, Section 1, "BAY COUNTRY", Subdivision as per plat thereof in Plat Book PB 72, at Plat 24 among the Land Records of Anne Arundel County, Maryland;

2.314 acres on Plat 2, Section 1, "BAY COUNTRY", Subdivision as per plat thereof recorded in Plat Book PB 72 at Plat 22 among the Land Records of Anne Arundel County, Maryland;

AND

All of that parcel of land assessed as containing 14.24 acres, more or less, known and designated as Parcel 20 Tax Map 77 Block 13 being the residue of the tract obtained by deed recorded in Liber 2498 at folio 850;

AND

All right, title and interest of Bay Country Estates Partnership in and to the beds of the dedicated streets as shown on the subdivision plats of "BAY COUNTRY" and assessed as 14.045 acres and not yet conveyed to Anne Arundel County, Maryland.

Mailed to Secured Party

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

498 PAGE 404

FINANCING STATEMENT

262117

1. Debtor:
2135 PARTNERSHIP

Address:
C/O James E. Robinson
2131 Defense Highway
Annapolis, Maryland 21114

Secured Party:
SECOND NATIONAL BUILDING
& LOAN, INC.

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

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

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

RECORDED IN RECORDS
ST. MARY'S COUNTY
1986 JUN -2 PM 1:22
E. AUBREY COLLISON
CLERK

RECORD FEE 17.00
POSTAGE 1.00
TOTAL 18.00
JUN 2 1986

17/00

whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises or as used for commercial office space.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust, Assignment of Rents and Leases executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland**.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A**.

Debtor:

2135 PARTNERSHIP

BY: *James C. Robinson* (SEAL)
JAMES C. ROBINSON

BY: *Mary J. Robinson* (SEAL)
MARY J. ROBINSON

BY: *Paul E. Penoyer* (SEAL)
PAUL E. PENNOYER

BY: *Suzanne Penoyer* (SEAL)
SUZANNE PENNOYER

Dated: MAY 30, 1986

MR. CLERK: Return to:

David S. Bruce, Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

EXHIBIT "A"

DESCRIPTION OF 2.58 ACRES \pm
 SOUTH SIDE DEFENSE HIGHWAY
 CROFTON
 2ND DISTRICT, ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point in the south side of Defense Highway (40 foot right-of-way); said point of beginning being further located in the first or South 84° 50' East 304.37 foot line of a conveyance from Harold S. Mollohan, et al, to Otis D. Murphy by deed dated May 4, 1960 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1409 Folio 497; said point of beginning being further located at the end of the North 05° 10' 00" East 277.50 foot line of a minor subdivision plat of Lot 1 of the Otis D. Murphy property recorded among the Land Records of Anne Arundel County, Maryland in Liber 3697 Folio 457;

THENCE from said point of beginning so fixed and with said line, reversely, leaving Defense Highway South 05° 10' 00" West 277.50 feet to a point;

THENCE still with part of said Lot 1, South 84° 50' 00" East 135.0 feet to a point;

THENCE leaving said Lot 1 and running with the outline of aforesaid Deed 1409/497 South 05° 10' 00" West 172.50 feet to a point;

THENCE North 84° 10' 00" West 365.08 feet to a point;

THENCE North 12° 55' 00" East 450.00 feet to a point in the south side of the aforementioned Defense Highway;

THENCE with part of said highway South 84° 50' 00" East 169.37 feet to the point of beginning;

CONTAINING 2.58 acres \pm according to a description prepared by McCrone, Inc., Registered Professional Engineers and Land Surveyors in May 1986 without benefit of a field survey;

BEING part of the aforementioned conveyance from Harold S. Mollohan, et al, to Otis D. Murphy by deed dated May 4, 1960 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1409 Folio 497.

Mailed to Secured Party

TERMINATION STATEMENT

Date of Original Financing

Identifying Number of Original

Statement August 29, 1985

Financing Statement 258307
Liber 489 page 219

This statement of termination is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) Name (Last Name First) :

310 Third Street, Inc.

2. Debtor(s) Complete Address(es) :

310 Third Street
Annapolis, Maryland 21401

3. & 4. Secured Party(ies) and Complete Address(es) :

Frank W. DeFriece
Holston Plaza - Suite 218
516 Holston Avenue
Bristol, Tennessee 37620

5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es) :

None

The Secured Party certifies that there is no outstanding secured indebtedness of the Debtor to the Secured Party, and no commitment by the Secured Party to incur obligations or otherwise give value to the Debtor, and the Secured Party no longer claims a security interest with respect to the collateral covered by the financing statement bearing the file number and liber and folio number (if applicable) stated above.

This Statement to be returned after recordation to Bernstein & Feldman, P.A.

79 West Street, Post Office Box 591, Annapolis, Maryland 21404

Date of Statement of Termination of Financing

May 24, 1986

Signature of Secured Party(ies) or Assignee(s)

Frank W. De Friece, Jr.
Frank W. Friece, Jr.

By: *Ronald A. Baradel*
RONALD A. BARADEL,
ATTORNEY IN FACT

RECEIVED FOR RECORD
DEPT. OF REGISTERED CLERK

1986 JUN -2 PM 3:42

E. AUSREY COLLISON
CLERK

10050

Mailed to Secured Party

TERMINATION STATEMENT

Date of Original Financing Statement February 25, 1985 Identifying number of Original Financing Statement 255657 Liber 482 page 503

This statement of termination is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) Name (Last Name First) : 2. Debtor(s) Complete Address(es) :
310 Third Street, Inc. : 310 Third Street :
: Annapolis, Maryland 21403 :
3. & 4. Secured Party(ies) and Complete Address(es) : 5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es) :
Mark W. DeFriece : None :
8 Hull Avenue :
Annapolis, Maryland 21403 :

The Secured Party certifies that there is no outstanding secured obligation of the Debtor to the Secured Party, and no commitment by the Secured Party to ever again incur obligations or otherwise give value to the Debtor, and the Secured Party or it's assigns claims a security interest with respect to the collateral covered by the Original Financing Statement bearing the file number and liber and folio number as specified above.

This Statement to be returned after recordation to Bernstein & Feldman, P.A. 79 West Street, Post Office Box 591, Annapolis, Maryland 21404

Date of Statement of Termination of Financing 5/24/86

Signature of Secured Party(ies) or Assignee(s) [Handwritten Signature] Mark W. DeFriece

1000 SD

Mailed to Secured Party

RECEIVED FOR RECORD CLERK
1986 JUN -2 PM 3:42
E. AUBREY COLLISON CLERK

TERMINATION STATEMENT

Date of Original Financing Statement February 11, 1985 Identifying Number of Original Financing Statement 255559 Liber 482 page 367

This statement of termination is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) Name (Last Name First) : 2. Debtor(s) Complete Address(es) : For filing Officer (Index, Time Number)
310 Third Street, Inc. : 310 Third Street :
: Annapolis, Maryland 21403 :
3. & 4. Secured Party(ies) and Complete Address(es) : 5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es) :
Mark W. DeFriece : None :
8 Hull Avenue :
Annapolis, Maryland 21403 :

The Secured Party certifies that there is no outstanding secured obligation of the Debtor to the Secured Party, and no commitment by the Secured Party to make advances, incur obligations or otherwise give value to the Debtor, and the Secured Party no longer claims a security interest with respect to the collateral covered by the Original Financing Statement bearing the file number and liber and folio number (if applicable) shown above.

This Statement to be returned after recordation to Bernstein & Feldman, P.A. 79 West Street, Post Office Box 591, Annapolis, Maryland 21404

Date of Statement of Termination of Financing 5/24/86

Signature of Secured Party(ies) or Assignee(s) Mark W. DeFriece

CR CLERK RECEIVED FOR RECORDATION CIRCELT COURT BAL. COUNTY 1986 JUN -2 PM 3:42 E. AUBREY COLLISON CLERK

1050

Mailed to Secured Party

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated May 22, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HITCHCOCK: Ralph M., Jr.
Address 4816 Stillwell Avenue, Alexandria, VA 22309

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)

1978 28' Topaz Fiberglass Hull # TRP00204M78D
1978 Twin 255 HP Mercruiser Gas Engines # 4992974, 4973359
First Assignee:
New England Savings Bank
63 Eugene O'Neill Drive
New London, CT 06320

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

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

Ralph M. Hitchcock, Jr.
(Signature of Debtor)

Ralph M. Hitchcock, 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)

First Commercial Corporation
Type or Print Above Signature on Above Line



RECORDED FOR RECORD
OFFICE OF THE CLERK
STAFFORD COUNTY

1986 JUN -3 AM 11:23

E. AUBREY COLLISON
CLERK

Mailed to Assignee

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax
- To Be Recorded Anne Arundel County
- Subject to Recordation Tax; Principal Amount is \$ 210,000.00

NAME	ADDRESS		
1. Debtors(s) (or assignor(s))	No.	Street	City State
Forms House	9701	Southall Road, Randallstown,	MD 21133

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

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

Assigned equipment leases as follows:

One (1) WEBCOM SF225 PRESS, serial # 189-100 with roll stand, control infeed, GWD web guide, 5 offset printing units with wash-up attachments, 30hp center drive, dual shaft punch module, folding module (11x7-1/3"), sheeting module (11x22"), [Equipment located at 7513 Connelley Drive, Hanover, Maryland 21076]

console control module, 3" NIMCOR core shaft, 2 sets single row punch and die rings, 5 ink agitators, Toyota Forklift and Clamp truck.

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

RECEIVED FOR RECORD
 CLERK
 1986 JUN -3 AM 11:23
 E. AUBREY COLLISON
 CLERK

Secured Party: CENTRAL SAVINGS BANK By: <u>G. A. Lenglet, Jr.</u> Type Name _____ Title _____	Debtor(s) or Assignor(s) Forms House <u>Martin Bolotin</u> Martin Bolotin <u>David Zukerberg</u> David Zukerberg
---	---



Type or Print Name and Title of Each Signature

12-1470-

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 268120

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

If transaction or transactions wholly or partially subject to 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 Realestate Counselors, Inc. (Anne Arundel Co.) Address 20 Crain Highway Glen Burnie, MD 21061

2. SECURED PARTY

Name CONTEL CREDIT CORPORATION Address 245 Perimeter Center Parkway Atlanta, GA 30346

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

3. Maturity date of obligation (if any)

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

"Not subject to tax."

One Encore 12/32 Key Service Unit with component parts.

CHECK THE LINES WHICH APPLY

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

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

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

Realestate Counselors, Inc. (Signature of Debtor)

JAMES D. DEMSKI Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

CONTEL CREDIT CORPORATION

(Signature of Secured Party)

LEE THOMPSON Type or Print Above Signature on Above Line

RECEIVED IN RECORDS SECTION 1986 JUN - 3 AM 11:23 E. AUBREY COLLISON CLERK

262131

BOOK 498 PAGE 413

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) Comdisco, Inc. 6400 Shafer Court Rosemont, IL 60018	2 Secured Party(ies) and address(es) Great Western Credit Corporation 1881 S. Arlington Avenue Reno, Nevada 89510-1857	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 Specific Inventory of the Debtor, wherever located, as described on the attached exhibits leased by Debtor under Master Agreements of Lease of various dates (see attached) with respect to which financing has been provided by Secured Party to Debtor from time to time including all substitutions, additions and replacements thereto, together with all rental payments, insurance proceeds, other proceeds and payments due and to become due arising from or relating to the Equipment or the Master Agreements of Lease with the various Lessees' as stated per the attached exhibits. NO RECORDATION TAX - INVENTORY	5. Assignee(s) of Secured Party and Address(es) 1621175-045
---	--

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: ANNE ARUNDEL COUNTY, MD
---	--

Proceeds of Collateral are also covered Products of Collateral are also covered Additional collateral is also covered

By: <u>Michelle Colchese</u> Signature(s) of Debtor(s)	Title: <u>mgr</u>	By: <u>Janet Sully</u> Signature(s) of Secured Party(ies)	Title: <u>SVP</u>
---	-------------------	--	-------------------

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

1986 JUN - 3 PM 11:23
E. AUBREY COLLISON
CLERK

5

18-2104841-00
#045

ALL EQUIPMENT LISTING

Master Agreement of Lease between
Comdisco, Inc. as Lessor and
Kay Bee Toy & Hobby Shops
a wholly owned subsidiary of
Melville Corporation, as Lessee
Dated December 27, 1983

LOCATION ADDRESS
KAY BEE TOY & HOBBY SHOPS
224 ANNAPOLIS MALL
ANNAPOLIS MD 21401

LOCATION NUMBER

LINE NUMBER	MACH TYPE	MODEL FEATURE	DESCRIPTION	SERIAL NUMBER	N HAND U CD	LESSORS COST	RENTAL COST
020 001	3683	001	POS TERMINAL	85212	P 2PH	3714.00	233.60
LOCATION TOTALS						3,714.00	333.60

Anne Arundel County

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Edgewater Tire Center, Inc.
Address 3420 Pike Ridge Rd. Edgewater, Maryland 21037

2. SECURED PARTY

Name Leasing Service Corporation
Address 100 Dutch Hill Rd. Orangeburg, N.Y. 10962

Person And Address To Whom Statement Is To Be Returned 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"

RECORDS FEE 12.00
POSTAGE 2.00
TOTAL FEE 14.00
JUN 3 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)

CR CLERK

RECEIVED FOR RECORDS
STATE OF MARYLAND
1986 JUN -3 AM 11:23
E. AUBREY COLLISON
CLERK

(SEE ATTACHED)

(Signature of Debtor)

EDGEWATER TIRE CENTER, INC
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Barbara A. Stapp
(Signature of Secured Party)

LEASING SERVICE CORPORATION
Type or Print Above Signature on Above Line

1350

ca LEASING SERVICE CORPORATION (the "LESSOR")
 800 498 PAGE 410

- 770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021 Telephone: 212/421-3600
- 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94662 Telephone: 415/654-8615
- 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341 Telephone: 404/458-9211
- 2360 EAST DEVON AVENUE • DES PLAINES, ILLINOIS 60018 Telephone: 312/298-5580
- P.O. BOX 8, PREL PLAZA • ORANGEBURG, NEW YORK 10962 Telephone: 914/359-8111

LEASE NO. _____

FULL LEGAL NAME AND ADDRESS OF "LESSEE"
Edgewater Tire Center Inc
 3420 PIKE RIDGE RD
 Edgewater Md 21037

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)
 Add On Marketing, Inc.
 3125 Poplwood Ct., #118
 Raleigh, NC 27604

NAME AND TITLE OF PERSON TO CONTACT: _____

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
EQUIPMENT LEASED	1 Radiator Aid Boil Out
	1 Radiator Aid Test & Repair
	1 Radiator Aid Paint & Flush Booth
	1 Radiator Aid Hoist

LOCATION OF EQUIPMENT: STREET ADDRESS (IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE) **SAME**
 CITY _____ COUNTY _____ STATE _____

FOR INITIAL TERM OF THIS LEASE				AFTER INITIAL TERM	
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 320.63 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	63	\$ _____ <small>(PLUS SALES TAX, IF APPLICABLE)</small>		\$ _____ <small>(EXCLUSIVE OF ANY SALES TAX)</small>	\$ _____ <small>(PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX))</small>

Terms and Conditions of Lease

1. Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
2. Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
3. As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
4. The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or whichever is earlier.
5. Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
6. Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee, any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

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

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Orangeburg DATE EXECUTED BY LESSEE: 10-5-85
 DATE: 10-15-85 LESSOR: Edgewater Tire Center Inc
ca LEASING SERVICE CORPORATION FULL LEGAL NAME
 BY: [Signature] AUTHORIZED SIGNATURE BY: [Signature] AUTHORIZED SIGNATURE
 VICE PRESIDENT TITLE

LEASE COPY

4 Mailed to Secured Party

498-416-A

1. This lease is made between the undersigned Lessor and Lessee, the terms of which are set forth in the following articles. It is agreed that the Lessor shall lease to the Lessee the following described equipment, to-wit:

2. The term of this lease shall be for a period of 36 months, commencing on the date hereof and ending on the date of the final payment hereunder.

3. The Lessee shall pay to the Lessor the sum of \$1,000.00 per month, plus applicable taxes, license fees, and other charges, for the full term of this lease.

4. The Lessee shall be responsible for the maintenance, repair, and replacement of the equipment hereunder, and shall keep the equipment in good working order at all times.

5. The Lessee shall not assign, sublease, or otherwise dispose of the equipment hereunder without the prior written consent of the Lessor.

6. The Lessee shall not use the equipment hereunder for any purpose other than that intended by the Lessor, and shall not use the equipment in violation of any applicable laws or regulations.

7. The Lessee shall not use the equipment hereunder in any manner that would subject the Lessor to any liability, and shall not use the equipment in violation of any applicable laws or regulations.

8. The Lessee shall not use the equipment hereunder in any manner that would subject the Lessor to any liability, and shall not use the equipment in violation of any applicable laws or regulations.

9. The Lessee shall not use the equipment hereunder in any manner that would subject the Lessor to any liability, and shall not use the equipment in violation of any applicable laws or regulations.

10. The Lessee shall not use the equipment hereunder in any manner that would subject the Lessor to any liability, and shall not use the equipment in violation of any applicable laws or regulations.

11. The Lessee shall not use the equipment hereunder in any manner that would subject the Lessor to any liability, and shall not use the equipment in violation of any applicable laws or regulations.

12. The Lessee shall not use the equipment hereunder in any manner that would subject the Lessor to any liability, and shall not use the equipment in violation of any applicable laws or regulations.

13. The Lessee shall not use the equipment hereunder in any manner that would subject the Lessor to any liability, and shall not use the equipment in violation of any applicable laws or regulations.

14. The Lessee shall not use the equipment hereunder in any manner that would subject the Lessor to any liability, and shall not use the equipment in violation of any applicable laws or regulations.

15. The Lessee shall not use the equipment hereunder in any manner that would subject the Lessor to any liability, and shall not use the equipment in violation of any applicable laws or regulations.

16. The Lessee shall not use the equipment hereunder in any manner that would subject the Lessor to any liability, and shall not use the equipment in violation of any applicable laws or regulations.

17. The Lessee shall not use the equipment hereunder in any manner that would subject the Lessor to any liability, and shall not use the equipment in violation of any applicable laws or regulations.

18. The Lessee shall not use the equipment hereunder in any manner that would subject the Lessor to any liability, and shall not use the equipment in violation of any applicable laws or regulations.

19. The Lessee shall not use the equipment hereunder in any manner that would subject the Lessor to any liability, and shall not use the equipment in violation of any applicable laws or regulations.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereof. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

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 Lessor, nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

Robert F. Wilson Sr. (L.S.) _____ (L.S.)
 (Guarantor) (Guarantor)

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

262103

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) DGM ENTERPRISES, INC. 209 Scotts Manor Rd. Glen Burnie, Md. 21061	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <i>Cezary L. T...</i> Return to Secured Party
---	--

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

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

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

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

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

E. Other.

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

5. This transaction ^{IS NOT} (is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 25,000.00

DEBTOR:

SECURED PARTY:

DGM ENTERPRISES, INC.

UNION TRUST COMPANY OF MARYLAND

CR CLERK

Rhonda Meekins

By: *Rhonda G Meekins-Res*

By: *Robert G. Holmes Jr*

By: *Dale McKenna - TREASURER*

MAY 19 1986
(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 any. Md., Va., D.C., Pa.

Record: Anne Arundel County

Dated: 5-20-86

Amount \$ 18650

*1100
175-
50*

Mailed to Secured Party

RECEIVED FOR RECORDATION
CIRCUIT COURT, WASHINGTON COUNTY

1986 JUN -3 AM 11:23

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 2/22/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LEHMER: Donald O., Jr.

Address 409 Vista Way, Ft. Washington, MD 20744

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 42' 6" Chris Craft Model 426 Fiberglass hull # CCNYB169G586

1986 Twin 350 HP Crusader Gas Engines # S-053713, P-053719

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

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Assignee

[Handwritten Signature]

(Signature of Debtor)

Donald O. Lehmer, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

Anne Ansel
5/28/86

5005 498 419

262125

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) Dignan Trucking Inc. 6351 S. Hanover Road Elkridge, MD 21227	2 Secured Party(ies) Name(s) and Address(es) COPELCO LEASING CORPORATION ONE MEDIQ PLAZA PENNSAUKEN, NEW JERSEY 08110	3 <input type="checkbox"/> The Debtor is a transmitting utility
5 This Financing Statement covers the following types (or items) of property VENDOR: Telecom Plus, 18 Worlds Fair Drive Somerset, NJ 08873 1 Tel Plus 1648 Electronic Key Telephone System with Accessories		4 For Filing Officer: Date, Time, No. Filing Office
8 Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records "RECORDATION-TAX-PAID-TO-STATE". DUE-TO-SEVERAL-COUNTY-LOCATIONS		6 Assignee(s) of Secured Party and Address(es)
9 Name of a Record Owner \$43.00		7 <input type="checkbox"/> The described crops are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on. *(Describe Real Estate in item 8)
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <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 checked="" type="checkbox"/> Lessee(s) and Lessor(s).

By Michael P. Chrismer Signature(s) of Debtor(s) President
By Douglas R. Lynch Signature(s) of Secured Party(ies) Treasurer

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

(1) FILING OFFICER COPY — NUMERICAL

Mailed to Secured Party



RECEIVED JUN 3 1986
COUNTY OF PENNSYLVANIA
1986 JUN -3 AM 11:23
E. AUSREY COLLISON
CLERK

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 4/19/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TOLLEY, Earl R.
Address 2435 Yarmouth Court, Waldorf, MD 20601

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 38' Holiday Mansion fiberglass hull #HMH00959C686
1986 Twin 200 HP Volvo gas engines #Stb.59852 & Pt.59873

Home anchorage/winter: Annapolis, MD

ASSIGNEE:

FIRST FIDELITY BANK N.A.
SOUTH JERSEY
RT.#541 & Sunset Road
Burlington, NJ 08016

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Earl R. Tolley
(Signature of Debtor)

Earl R. Tolley

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Matthew Kent
(Signature of Secured Party)

Matthew Kent

First Commercial Corporation

Type or Print Above Signature on Above Line

Delivered to Assignee

CR
1986 JUN -3 AM 11:23

1986 JUN -3 AM 11:23

E. AUBREY COLLISON
CLERK

Anne Arnold
5/28/86



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

5. Debtor(s) Name(s) American Glass Co., Inc. Address(es) 803 Legion Ave.
Annapolis, MD 21401

6. Secured Party Maryland National Bank Address 2204 Generals Hwy
Annapolis, MD 21401
Attention: Lina L. Revell

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.

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.

American Glass Co., Inc.

Ronald S. Lambert, President (Seal)

_____(Seal)

_____(Seal)

_____(Seal)

Secured Party
Maryland National Bank

Lina L. Revell (Seal)

Lina L. Revell, Manager & Officer

Type name and title



RECORDED
INDEXED
AUGUST 11 1986
A. A. COUNTY

1986 JUN -3 AM 11:23

AUGUST COLLISON

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

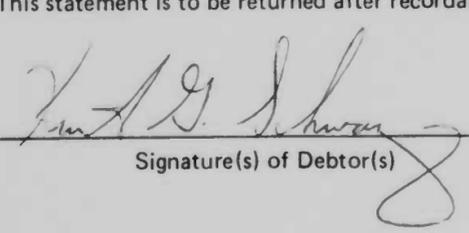
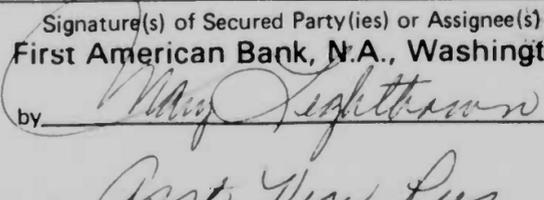
SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a
Security Agreement dated May 21, 1986 between Maryland National Bank and
American Glass Company, Inc.

1. 1 model P 412 Glazin Body w 18 Stakes
Goal Post Carrier

Mailed to Secured Party

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name (Last Name First) Schwarz, Kurt G.-DDS Schwarz, Debra F.	2. Debtor(s) Complete Address(es) 18111 Prince Philip Dr. Ste. 208 Olney, Md. 20832	
3. & 4. Secured Party(ies) and Complete Address(es) First American Bank, N.A. 740 15th St., N.W. Washington, D.C. 20005	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe) <u>Inventory Collateral</u> -All of the borrower's present and future inventory, including goods, wares, merchandise and other tangible personal property now owned or hereafter acquired by the borrower which are held for sale or lease or are furnished or to be furnished under a contract for services, and raw materials, work in process, and materials used or consumed, finished good and all products of an accessions to the foregoing, and all increases, substitutions, replacements and additions to the foregoing and all proceeds there of. <u>Receivables Collateral</u> -All of the borrower's present and future accounts, contract rights, chattel paper, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, security agreements and other forms of obligation now or hereafter arising out of or acquired in the course of borrower's business, together with all liens, guarantees, securities, rights, remedies and privileges pertaining to any of the foregoing, now existing or hereafter arising, and all increases, substitutions, replacements and additions to the foregoing, and all proceeds thereof. Please note the language which in effect serves as a now owned and hereafter acquired property clause. <u>Furniture, Fixtures and Equipment Collateral</u> -All of the borrower's present and future furniture, fixtures and equipment of every type and nature now owned or hereafter acquired, and all increases, substitutions, replacements and additions to any of the foregoing, or every type, including cash and non-cash proceeds. <p style="text-align: right;">Mailed to Secured Party</p>		
8a. () Proceeds are also covered. 8b. () Products of collateral are also covered.		No. of additional sheets presented. ()
Filed with Circuit Court Clerk of _____		County; Other _____
9. Transaction is (), is not (), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____.		
10. This statement is to be returned after recordation to:		
 Signature(s) of Debtor(s)		 Signature(s) of Secured Party(ies) or Assignee(s) First American Bank, N.A., Washington, D.C. by _____ Asst Vice Pres

CR. CLERK
 1988 JUN -3 AM 11:23
 AUDREY COLLISON
 CLERK

County - 2

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 498 PAGE 424

262133

Identifying File 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 4-29-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Furnival Machinery
Address 7135 Standard Drive Hanover, Maryland 21076

2. SECURED PARTY

Name Rome Industries
Address P.O. Box 48 Highway 278 West Cedartown, Georgia 30125

Person And Address To Whom Statement Is To Be Returned 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 NEW AND USED MATERIAL MANUFACTURED OR DISTRIBUTED BY ROME INDUSTRIES, INC. BY LEASE, PURCHASE OR OTHERWISE. THIS INCLUDES BUT IS NOT LIMITED TO HARROWS, GRAPPLERS, LASERS, CRANES, SHEARS, BLADES, SCRAPERS, IMPLEMENTS, ATTACHMENTS, ETC., AND ALL ADDITIONS, ACCESSORIES, PARTS AND SUBSTITUTIONS THERETO NOW OWNED OR HEREAFTER ACQUIRED, AND ALL PROCEEDS FROM THE SALE OR OTHER DISPOSITION THEREOF.

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

J P Wreath Secy TRENS
(Signature of Debtor)

J P WREATH
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Leo J. Grajzar
(Signature of Secured Party)

Leo J. Grajzar, Controller

Type or Print Above Signature on Above Line

1986 JUN -3 AM 11:23
E. AUDREY COLLISON
CLERK



262139

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

FINANCING STATEMENT

Paul H. Goszkowski, D.C. T.A. Bay Chiropractic
 Name or Names—Print or Type
 1409 Forest Drive Annapolis Maryland 21403
 Address—Street No., City - County State Zip Code

1. Debtor(s):

Richard C. Fidanza, D.C. T.A. Bay Chiropractic
 Name or Names—Print or Type
 1409 Forest Drive Annapolis Maryland 21403
 Address—Street No., City - County State Zip Code

2. Secured Party:

Wills X-Ray Supplies, Inc.
 Name or Names—Print or Type
 2101 Washington Blvd. Baltimore Maryland 21230
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). XMA Chiropractic System consisting of but not limited to the following components:

Control S.N. AA142-0885, transformer S.N. CA142-0885, X-ray tube S.N. A124150, collimator model #E180H8, wall cassette holder and all interconnecting cables.

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

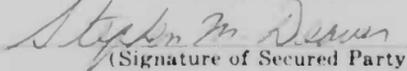
SECURED PARTY:


 (Signature of Debtor)

Paul H. Goszkowski, D.C.
 Type or Print

Wills X-Ray Supplies, Inc.
 (Company, if applicable)


 (Signature of Debtor)


 (Signature of Secured Party)

Richard C. Fidanza, D.C.
 Type or Print

Stephen M. Deaver, Vice President
 Type or Print (Include title if Company)

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

Name and Address: Stephen M. Deaver Wills X-Ray Supplies, Inc. 2101 Washington Blvd.
 Baltimore, Md. 21230

Local Book Form F-1

Mailed to Secured Party

1966 JUN - 3 AM 11:23
 E. AUGUSTY COLLISON
 CLERK

FINANCING STATEMENT

Not Subject to Recordation Tax

<u>Name of Debtor</u>	<u>Mailing Address</u>
Leroy Gibson Jr. Debra L. Gibson	Severn MHP Lot 104 104 7959 Telegraph Road Severn, Md. 21144 A.A. CO.

SECURED PARTY

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

1. This Financing Statement covers the following types (or items) of property (the collateral).
1 used 1983 Redman Walden 44 x 26 serial 3542
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

Leroy Gibson Jr.
Leroy Gibson, Jr.

Debra L. Gibson
Debra L. Gibson

THE BANK OF BALTIMORE

BY

Ms. C. L. Garland



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

RECORDED FOR RECORD
BY CLERK

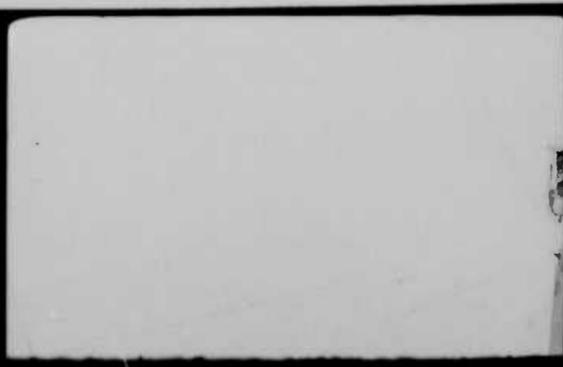
JUN -3 AM 11:23

JEBREY COLLISON
CLERK

PCS0847

Mailed to Secured Party

1208



AACo.

BOOK 498 PAGE 427

262142

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

 Commerce Electric Supply Co., Inc.
 (Name)
 700 Evelyn Avenue
 (Address)
 Linthicum, Md. 21090

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

Attn: RichMarc Leasing
 (Name of Loan Officer)
 700 Evelyn Avenue
 (Address)
 Linthicum, Md. 21090

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

See attached Exhibit A

Assignee of Secured Party's Interest
The First National Bank Of Maryland
 Attn: Thomas B. Freeze
 (Name of Loan Officer)
 P.O. Box 1596 Banc #101-501
 Baltimore, Md. 21203



1966 JUL -3 AM 11:23
 E. AUBREY COLLISON
 CLERK

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

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

RichMarc Leasing (Seal)
 _____ (Seal)
 (Signature)
 Richard Lessans, General Partner
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

First National Bank Of Maryland (Seal)
 _____ (Seal)
 (Signature)
 Thomas B. Freeze, Loan Executive
 (Print or Type Name)

1150

EXHIBIT A

Description of Equipment:

- 2 MICOM M88212/96 s/n 47081-1, 43734-1
- 2 MICOM M824 s/n 117887-1, 117888-1
- 1 515MB Field Upgrade: Controller
T & V Diskette
Cabinet
Proms
- 1 2nd 515MB Disk Drive, Cables & Cabinet
- 1 9 slot Chassis with Cable
- 1 16 Way
- 1 (7X) 4K Words Cache Memory Plus 512KB

RichMarc Leasing



(Borrower)

The First National Bank Of Maryland



(Bank)

Mailed to Secured Party

STATE OF MARYLAND

262143

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 Glen Burnie Hauling, Inc.
Address 1760 West Drive, Pasadena, MD 21122

2. SECURED PARTY

Name Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales
Address 8540 Pulaski Highway, Baltimore, MD 21237

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

3. Maturity date of obligation (if any) _____

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, 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)

Glen Burnie Hauling, Inc.
Michael Gunther
(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

Chesapeake Ford Truck Sales, Inc.
T/A Chesapeake Truck Sales

H.C. Weidner V.P.
(Signature of Secured Party)

H.C. eidner, V.P.
Type or Print Above Signature on Above Line

1700
150



1985 JUN -3 AM 11:24

E. AVERY COLLISON
CLERK

ASSIGNMENT

BOOK 498 PAGE 430

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the an-

nexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 23, 1966

between Chesapeake Ford Truck Sales, Inc. T/A Chesapeake Truck Sales as Seller/Lessor/Mortgagee

and Glen Burnie Mall, Inc., 1768 West Drive, Pasadena, MD 21122
(Name) (Address)

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

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business. It contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 129,827.40

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28th day of May, 19 66

Chesapeake Ford Truck Sales, Inc.
T/A Chesapeake Truck Sales (SEAL)
(Seller/Lessor/Mortgagee)
By H. C. Weidner, V.P.

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

Chesapeake Ford Truck Sales, Inc., T/A Chesapeake Truck Sales (Seller) FROM: Glen Burnie Hauling, Inc. (Buyer) 8540 Pulaski Highway, Baltimore, MD 21237 1760 West Drive, Pasadena, MD 21122

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks) Three (3) NEW 1986 Ford Model CF7000 with 22' Van Bodies, S/N's 9BFXH70P1GDM02888 9BFXH70P5GDM02814 9BFPH70P5GDM01081

- (1) TIME SALES PRICE \$ 140,548.54 (2) Less DOWN PAYMENT IN CASH \$ 10,721.14 (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0- (4) CONTRACT PRICE (Time Balance) \$ 129,827.40

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 1760 West Drive, Pasadena, MD 21122

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred twenty-nine thousand eight hundred and forty/100 ***** Dollars (\$ 129,827.40) being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 10th day of July 19 86, and continuing on the same date each month thereafter until paid, the first 59 installments each being in the amount of \$ 2,163.79 and the final installment being in the amount of \$ 2,163.79 with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair, not to misuse, abuse or illegally use the property, to be responsible for all loss or damage to the property from any cause whatsoever, to immediately notify Holder of any change in Buyer's residence, not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder, not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property, to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: May 28, 19 86 Chesapeake Ford Truck Sales, Inc. (Print Name of Seller Here) (SEAL)

Accepted T/A Chesapeake Truck Sales (Print Name of Seller Here) (SEAL)

By: H. C. Weadus V.P. (Signature)

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

BUYER(S)-MAKERS(S): Glen Burnie Hauling, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: [Signature] (Signature)

Co-Buyer-Maker: (SEAL) (Print Name of Co-Buyer-Maker Here)

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 moneys 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 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 Mailed to Secured Party (SEAL) Signature of Seller
(Witness) By (Signature, Title of Officer, "Partner" or "Proprietor")

FORM 498 USE 433

262144

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 5/10/76 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TIBBETTS, Russell C.

Address 200 Woodhill Lane, Media, PA 19063

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 33' Pearson fiberglass hull #PEA88079D686
1986 18 HP Yanmar diesel engine #04785

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 affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Russell C. Tibbetts
(Signature of Debtor)

Russell C. Tibbetts
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] AGENT
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

CR
FILED
1986 JUN -3 PM 11:24
E. AUGHEY COLLISON
CLERK

1100
SD

Mailed to Assignee

Anne Arndel
5/27/76

BOOK 498 PAGE 434

262143

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

Name RUBIS, C JOSEPH
Address 1305 HAWKINS LANE - ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name JOHN DEERE COMPANY
Address POST OFFICE BOX 4949
SYRACUSE, NEW YORK 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. John Deere Model 350 Tractor Serial# 20665
2. John Deere Model 172 Mid-Mount Mower Serial # 525517

CHECK THE LINES WHICH APPLY

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

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

Proceeds of collateral are also covered

(Products of collateral are also covered)

[Handwritten Signature]

(Signature of Debtor)

C JOSEPH RUBIS

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Handwritten Signature]

(Signature of Secured Party)

RONALD T WILLIAMS, ADMINISTRATOR

Type or Print Above Signature on Above Line

RECEIVED FOR RECORDING
ANNAPOLIS, MARYLAND
1986 JUN -3 AM 11:24

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

BOOK 498 PAGE 435

262116

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

1. Debtor(s) (Last Name First) and address(es) Robert W. Childs 491 College Parkway Arnold, Md. 21012	2. Secured Party(ies) and address(es) Security Ford Tractor 3828 Washington Blvd. Baltimore, Md. 21227	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: GRASSHOPPER TRACTOR MODEL # 1822 SERIAL #6792 GRASSHOPPER Mower Deck Model # 1622 Serial#1379 FOR PERSONAL USE ONLY		5. Assignee(s) of Secured Party and Address(es) FINANCE ONE OF MD. INC PO. BOX 333 OWINGS MILLS, MD. 21117

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

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

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

150.



Mailed to Assignee.

RECEIVED JUN 3 1986
CLERK

1986 JUN -3 AM 11:24

S. AUGHEY COLLISON
CLERK

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248595
RECORDED IN LIBER 464 FOLIO 567 ON Aug 15, 1983 (DATE)

1. DEBTOR

Name Parkway Construction Management Corporation
Address 7223 Parkway Dr., Suite 209, Hanover, MD 21076

2. SECURED PARTY

J.I. Case Co. or J.I. Case Credit Corp. as thier interests ma y appear

Name
Address 290 Elwood Davis Road., Liverpool, NY 13088
5790 Widewaters Parkway, Syracuse, NY 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"/> XXX (Indicate whether amendment, termination, etc.) TERMINATION</p>

RECORD FEE 10.00
POSTAGE .50
TOTAL 10.50
JUN 3 86

ANNE ARUNDEL 1076



FOR RECORDED
TAX COUNTY

1986 JUN -3 AM 11:24
COLLISION
ERK

Dated 5-29-86

J.I. Case Credit Corp.

(Signature of Secured Party)

[Handwritten Signature] fin. mgr./
Type or Print Above Name on Above Line

f

1000
50

Mailed to Secured Party

BOOK 495 PAGE 437

252227

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

No. of Additional Sheets Presented

The Debtor is a transmitting utility

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

Alfred G. Craig
Susan Craig
Ark MHP Lot 19
8319 Washington Blvd.
Jessup, Md. 20794

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

Eastern Homes, Inc.
8291 Washington Blvd.
Jessup, Md. 20794

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

5. This Financing Statement covers the following type(s) (or items) of property:

The mobile home, manufactured by Titan year 84, model L 60, W 24, Serial # 8280AB, 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

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 term Debtor(s) and Secured Party(ies) shall respectively mean
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s).

Alfred G. Craig
Susan Elizabeth Craig
Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3/83)

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

Mailed to Secured Party



RECEIVED FOR RECORD

1986 JUN -3 AM 11:24

E. AUBREY COLLISON
CLERK

12

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

1. Debtor's Name and Address(es) DOROTHY RUTH KILMER 183 BOONES DRIVE LOTHIAN MD 20711		2. Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD # 245 WOODBIDGE, VA 22191		3. <input type="checkbox"/> The Debtor is a transmitting utility
5. This financing statement covers the following types (or items) of property: 1977 SEBUCK 70 X 14 SERIAL # E151383 "AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL		6. Assignee(s) of Secured Party and Address(es)		
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.		7. <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)		
9. Name of a Record Owner		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.		
No. & Street Town or City County Section Block Lot		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 Dorothy Ruth Kilmer Signature(s) of Debtor(s)
By Donna C. Jome Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked.)

(3/83) (1) Filing Officer Copy - Numerical
STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

1150

CR
CLERK

Mailed to Secured Party

RECEIVED FOR RECORD
DEPT. OF REVENUE, ALLEGANY COUNTY
1985 JUN -3 AM 11:24
K. MURPHY COLLISON
CLERK

FINANCING STATEMENT FORM UCCH

Identifying File No. 262119

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

If transaction or transactions wholly or partially subject to 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 ANDREW C. QUEEN

Name _____
Address P.O. BOX 351 GAMBRIILLS, MARYLAND 21054

2. SECURED PARTY

Name SUIT & WELLS EQUIPMENT CO. INC.
Address 6300 CRAIN HIGHWAY UPPER MARLBORO, MARYLAND 20772

J.I. CASE CO. OR J.I. CASE CREDIT CORP. AS THEIR INTEREST MAY ARISE
Person And Address To Whom Statement Is To Be Returned If Different From Above.
5790 WIDEWATER PARKWAY SYRACUSE, NEW YORK 13214

3. Maturity date of obligation (if any) _____

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

1- J.I. CASE MODEL 580SE TRACTOR LOADER
BACKHOE
SERIAL # 17034777

Name and address of Assignee
FEE 11.00
POSTAGE
JUN 11 1986
JUN 11 1986

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)

Assignee(s) of Secured Party and Address(es)
J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
Syracuse, N.Y. 13214

Andrew C Queen
(Signature of Debtor)

ANDREW C. QUEEN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jay Rubane
(Signature of Secured Party)

SUIT & WELLS EQUIPMENT CO. INC.
Type or Print Above Signature on Above Line

RECORDED
INDEXED
JUN 11 1986
AM 11:24
E. ANDREWS COLLISON

Mailed to Secured Party

1150

262150

Anne Arundel County

File No. _____

FINANCING STATEMENT

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

1. The name and address of the Debtor is:

Name	No.	Street	City	State
Botaba Realty Company	3200	Fort Worth National Bank Building	Fort Worth, TX	76102

2. The name and address of the Secured Party is:

Name	No.	Street	City	State
The First National Bank of Boston	100	Federal Street	Boston, MA	02110

3. The maturity date of the obligation (if any) is: _____

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

See Schedule A attached hereto and made a part hereof.

5. Check the lines which apply, if any, and supply the information indicated.

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

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

(X) (If proceeds or products of collateral are claimed) (proceeds) (products) of the collateral are also covered.

1050

Botaba Realty Company.
 BY: T. C. MONTGOMERY CORPORATION, GENERAL PARTNER
T. C. Montgomery
 (Signature of Debtor)
 SENIOR VICE PRESIDENT

The First National Bank of Boston
William C. Murphy, V.P.
 (Signature of Secured Party)

After this statement has been recorded, it should be mailed to 100 Federal Street, Boston, MA 02110

The underlying secured transaction or secured transactions being publicized by this financing statement is not subject to the recordation tax imposed by Article 81, §§277 and 278, Annotated Code of Maryland, 1962 Supplement, as amended, from time to time.

1200
1250

RECORDED FOR RECORD
ANNE ARUNDEL COUNTY

1986 JUN - 3 AM 11:24
E. AUBREY COLLISON
CLERK

SCHEDULE A

All receivables which arise out of the sale by the Debtor of real estate and any improvements thereon pursuant to instalment contracts for deed or purchase and sale agreements (pursuant to which the obligations of each purchaser may be evidenced by a promissory note and secured by a purchase money security instrument); all contracts and agreements which give rise to such receivables; all notes and purchase money security instruments entered into pursuant to such agreements; all computer programs, tapes and related electronic data processing software and any rights to retrieval from third parties of electronically processed and recorded information pertaining to the foregoing; all rights to obtain releases (including any accumulated release rights) under any real estate contract, mortgage, deed of trust or similar instrument encumbering any portion of real estate; and all proceeds arising from any thereof; in each case whether existing or hereafter arising.

Mailed to Secured Party

408 PAGE 442

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) Lindstrom, Richard E. Lindstrom, Lois M. 765 D. Fairview Ave. Annapolis, MD 21403	2. Secured Party(ies) and address(es) Key Capital Corp. 57 River St. Wellesley Hills, MA 02181	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE \$1.00 POSTAGE .50 WHITE STAPLES 7.00 TAX 7.00

7. This statement refers to original Financing Statement No. 252146 filed (date) 5/25/84 with Anne Arundel County Circuit Court

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

DEBTOR MAIL ADDRESS RG BOX 1825
FREDERICK, MD
21701

..... Key Capital Corp.
 By Signature(s) of Debtor(s) (only on amendment)
 By [Signature] Asst. V.P.
 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

1050



Mailed to Secured Party

RECEIVED FOR RECORD ANNE ARUNDEL COUNTY

1986 JUN -3 AM 11:24

E. AUBREY COLLISON CLERK

262152

498 PAGE 443

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:

KURT H. MEYR
DEA ANKOR BUILDER SERVICES
P.O. BOX 1661
ANNAPOLIS, MD. 21401

JOHN C. LOUIS CO. INC.
1805 CHERRY HILL RD.
BALTIMORE, MD. 21230

7. This Financing Statement covers the following types or items of collateral:
(Describe real estate, including record owner if item 6 is applicable)

ONE MELROE DOBCAT MODEL 743 SER. NO. 25309 WITH FLOTATION TIRE, 60-INCH BUCKET WITH TEETH, 60-INCH BUCKET WITHOUT TEETH, AND DOME C & C MASTERTRACK TRAILER, SER. NO. VIN-1C9A2K21FC099266

5. Assignee(s) of Secured Party, Address(es):

Clark Equipment Credit Corporation
128 East Front Street
Buchanan, Michigan 49107

6. The described crops are growing or to be grown on the real property described in Item 7.

The described goods are or are to be affixed to the real property described in Item 7.

NOTE - THIS TRANSACTION 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

8. Signatures:

KURT H. MEYR & DOUGLAS E. GILES DEA
ANKOR BUILDER SERVICES

JOHN C. LOUIS CO. INC.

By

[Signature]

Debtor(s) [or Assignor(2)]

By

[Signature]

Secured Party(ies) [or Assignee(s)]

(3) Filing Officer Copy - Acknowledgement. Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.

FINANCING STATEMENT
THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY.

FORM UCC 1

1330

Mailed to Secured Party

CR CLERK

RECORD COUNTY

JUL-3 AM 11:24

COLLISION

STATE OF MARYLAND

BOOK 498 PAGE 144

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258459

RECORDED IN LIBER 489 FOLIO 505 ON 9/13/85 (DATE)

1. DEBTOR

Name Crouse Construction Co., Inc.
Address P. O. Box 5873, Rts. 1 & 136, Darlington, MD 21034

2. SECURED PARTY

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

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
	One (1) Caterpillar Model 963LGP Track Loader S/N 11Z00638 equipped with One (1) Balderson BTXC963 Clamp Rake, S/N 135165	
	ASSIGNEE OF THE SECURED PARTY: Credit Alliance Corporation P. O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061	



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

1050

Mailed to Secured Party

262153

BOOK 498 PAGE 445

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)
Terry A. Oswald
Judy E. Oswald
Parkway Village MHP
11 N. Zona St.
Laurel, Md. 20707

2 Secured Party(ies) Name(s) and Address(es)
Eastern Homes, Inc.
8291 Washington Blvd.
Jessup, Md. 20794

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

5 This Financing Statement covers the following types (or items) of property
The mobile home, manufactured by DeRose year 86, model L 52, W 24, Serial # 26478AB, 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 Terry A. Oswald
Judy E. Oswald
Signature(s) of Debtor(s)

By Eastern Homes, Inc.
Y. Adams
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(1) FILING OFFICE COPY - NUMERICAL (3/83) STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

1250

Mailed to Secured Party

CR
CLERK

FILED IN UCC UNIT ONLY

1986 JUN -3 PM 11:24

E. AUBREY COLLISON

262154

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 5-12-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DUNBAR: Lawrence A.
Address 207 S. Cheyney Road, Glen Mills, PA 19342

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)

1973 46' Matthews Trawler/Yacht Fiberglass Hull # 43-135 1072
1973 Twin 280 HP GM Diesel Engines # P-6A278061, S-6A279034

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

Mail to _____

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Lawrence A. Dunbar
(Signature of Debtor)

Lawrence A. Dunbar
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



1986 JUN -3 AM 11:24
E. AUDREY COLLISON
CLERK

Anne Arnold
5/27/86

STATE OF MARYLAND

800 495 PAGE 447

FINANCING STATEMENT FORM UCC-1

Identifying File No 262153

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

If transaction or transactions wholly or partially subject to 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 Marion, John F. C/O Colonial Contracting
Address 169 2nd St. Pasadena, Maryland 21122

2. ~~XXXXXXXXXXXX~~

ASSIGNEE
KUBOTA CREDIT CORPORATION, USA
SOUTHEAST DIVISION

SECURED PARTY
BALDWIN SERVICE CTR INC.

Name
Address 4444 SHACKLEFORD RD.
NORCROSS, GEORGIA 30093

41 Defense Hwy
Annapolis, Md. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 New - Kubota Tractor
1 New - Kubota Loader
1 New - Texas Trailer
1 New - Modern Rake
1 New - Modern Box Scraper

MN# 12550DT SN# 50627 50334
BF400G
Texas
MR

Name and address of Assignee
12253
TUL042586AS250524
929

RECORD FEE 12.00
STATE 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)

Mailed to Secured Party

(Signature of Debtor)

John F. Marion

Type or Print Above Name on Above Line

John F. Marion
(Signature of Debtor)

Type or Print Above Signature on Above Line

CR
CLERK

RECEIVED FOR RECORD
ST. LOUIS COUNTY

1986 JUN -3 AM 11:24

E. AUBREY COLLISON
CLERK

(Signature of Secured Party)

BALDWIN SERVICE CENTER INC.

Type or Print Above Signature on Above Line

262156

BOOK 498 PAGE 448

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) VANDEN BROEKE, JOHN J. 413 MARA VISTA CT. SILVER SPRING, MD. 20904 69-024-5808-1		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) RECEIVED FEB 22 10:00 AM 1983
4. This statement refers to original Financing Statement bearing File No. <u>LIBER 459 PAGE 183</u> Filed with <u>ANNE ARUNDAL</u> Date Filed <u>2/22/83</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.			

No. of additional Sheets presented:

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature] MIDLANTIC NATIONAL BANK V.P. Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

246272

1000



RECEIVED FEB 22 10:00 AM 1983

1986 JUN -3 AM 11:25

E. AUBREY COLLISON CLERK

Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First and Address(es))		2 Secured Party(ies) Name(s) and Address(es)		3 <input type="checkbox"/> The Debtor is a transmitting utility	
CONNIE LEE BOWIE 1509C FLANDERS LANE HARWOOD MD 20776		GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD ; #245 WOODBIDGE, VA 22191		4 For Filing Officer Date, Time, No. - Filing Office	
5 This Financing Statement covers the following types (or items) of property:				6 Assignee(s) of Secured Party and Address(es)	
1986 PINE GROVE PINEVIEW 70 X 14 SERIAL # GP32386 "AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR FINCHASE AGREEMENT AND/OR RETAIL				7 <input type="checkbox"/> The described crops are growing or to be grown on; <input type="checkbox"/> The described goods are or are to be affixed to; <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on; *(Describe Real Estate in Item 8.)	
<input type="checkbox"/> 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 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 <u>CONNIE LEE BOWIE</u> <i>Connie Lee Bowie</i> Signature(s) of Debtor(s)			By <u>GREEN TREE ACCEPTANCE INC.</u> <i>[Signature]</i> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)		

3/83 (1) FILING OFFICER COPY - NUMERICAL
STANDARD FORM - FORM UCC-1 — Approved by the Secretary of the Commonwealth of Pa

1153



Mailed to Secured Party

RECEIVED FOR RECORD
SOUTHWEST VIRGINIA COUNTY
1986 JUN -3 AM 11:25
E. AUBREY COLLISON
CLERK

BOOK 498 PAGE 450

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

<p>1 Debtor(s) (Last Name First) and address(es) and Lessee Reliable Contracting Co., Inc. 1 Church View Road Millersville, MD 21108</p>	<p>2 Secured Party(ies) and address(es) and Lessor Chandler Leasing Corpn. 105 W. Adams St. Chicago, Illinois 60603</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>RECORDING FEE 20.00 INDEXING FEE 1.00 TOTAL FEE 21.00 DEPOSITED WITH THE CLERK</p>
---	--	---

4 This statement refers to original Financing Statement No. 13314 Liber 429 Pg 194 Dated _____, 19 _____
 Date filed: September 11, 19 80 Filed with County Clerk, A.A. County, MD

- 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.

.....
 Signature of Debtor if an Amendment
 Dated: March 14, 19 86

CHANDLER LEASING CORPN.
 By: *[Signature]*
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL

UCC - 3

MODERN LAW FORMS CHICAGO (312) 640-1668

Mailed to Secured Party



RECEIVED
 COUNTY CLERK
 1986 JUN -3 PM 11:25
 E. AUBREY COLLISON
 CLERK

BOOK 498 PAGE 451

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) Franki Foundation Co. State Route 3 Crofton, Md. 21114	2. Secured Party(ies) and address(es) European American Bank 10 Hanover Square New York, N.Y. 10015	For Filing Officer (Date, Time and Filing Office) SECURED FEE 3.00 POSTAGE 1.00 20957 0277 621 71495 714 3 2
4. This statement refers to original Financing Statement bearing File No. 258,749 Filed with Anne Arundel Cty Date Filed 10/7/85		

5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. All accounts, accounts receivable; inventory; general intangibles; equipment; goods; fixtures; books, records, and information relating to the Collateral and/or the Debtor; instruments; documents of title; documents; insurance proceeds relating to the Collateral; and tax refunds all whether now owned or in which the Debtor obtains and interest, and the products, proceeds, and accessions of the foregoing. Proceeds includes, without limitation, insurance proceeds and each type of property described above.

Franki Foundation Co.

European American Bank

By: [Signature] Treas
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature] VP
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

No. of additional Sheets presented:

Mailed to Secured Party



RECEIVED U.S. DEPT. OF JUSTICE
CREDIT CONTROL DIVISION

1986 JUN -3 AM 11:25

F. AUBREY COLLISON

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)
 Franki Foundation Co.
 State Route 3
 Crofton, Md. 21114

2. Secured Party(ies) and address(es)
 European American Bank
 10 Hanover Square
 New York, N.Y. 10015

3. Maturity date (if any):
 For Filing Officer (Date, Time and Filing Office)

Liber 488 page 66

4. This statement refers to original Financing Statement bearing File No. 237807

Filed with Anne Arundel Cty Date Filed August 8, 1985

- 5. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6. Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7. Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8. Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9. Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. All accounts, accounts receivable; inventory; general intangibles; equipment; goods; fixtures; books, records, and information relating to the Collateral and/or the Debtor; instruments; documents of title; documents; insurance proceeds relating to the Collateral; and tax refunds all whether now owned or in which the Debtor obtains an interest, and the products, proceeds, and accessions of the foregoing. Proceeds includes, without limitation, insurance proceeds and each type of property described above.

No. of additional Sheets presented:

Franki Foundation Co.

European American Bank

By: *[Signature]* Treas
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *[Signature]* V.P.
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Clerk
 CLERK

Mailed to Secured Party

RECEIVED FOR RECORD
 CLERK

1986 JUN -3 AM 11:25

E. AUBREY COLLISON
 CLERK

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 5/11/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WRANITZ: Frank J. and Michelina R.
Address Rt. 2, Box 266C, Martinsburg, WV 25401

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 29' Chris Craft 294 Catalina Express Fiberglass Hull # CCHES128J586 First Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109
1986 Twin 230 HP Mercruiser Gas Engines # A491916, A469183

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Frank J. Wranitz
(Signature of Debtor)

Frank J. Wranitz
Type or Print Above Name on Above Line

Michelina R. Wranitz
(Signature of Debtor)

Michelina R. Wranitz
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

Mailed to Assignee

OR
CLERK

RECEIVED FOR RECORDS

1986 JUN -3 AM 11:25

E. AUBREY COLLISON
CLERK

Anne Arndel
5/23/86

STATE OF MARYLAND **498** PAGE **451**
FINANCING STATEMENT FORM UCC-1 Identifying File No. **262102**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____
 If this statement is to be recorded in land records check here.

This financing statement Dated 5-23-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR LESSEE:

Name Original Philadelphia Style Pizza #4
 Address 57 G Ritchie Highway, Severna Park, MD 21146

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION
 Address The Beaumont Building, P.O. Box 71, South Station Framingham, Massachusetts 01701

Person And Address To Whom Statement Is To Be Returned 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) CPX Conveyor Oven

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, §277(g)(2).

This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

L# 20322, 19839, 11131, 8077

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Original Philadelphia Style Pizza #4

Nikolaos Mamas
 (Signature of Debtor) LESSEE:

NIKOLAOS MAMALIS
 Type or Print Above Name on Above Line

 (Signature of Debtor)

 Type or Print Above Signature on Above Line

Jerry Lau
 (Signature of Secured Party) LESSOR:

EATON FINANCIAL CORPORATION
 Type or Print Above Signature on Above Line



FILED FOR RECORD
 EATON FINANCIAL CORPORATION

1986 JUN -3 AM 11:25

AUBREY COLLISON
 CLERK

BOOK 498 PAGE 455

262163

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) McFADDEN, LINDA G. SIBERT, ROBERT I. & ELVA L. Wayson's Mobile Court - Lot #82 Lothian, MD 20711	2 Secured Party(ies) and address(es) VIRGINIA MOBILE HOMES 9720 Lee Highway Fairfax, VA 22031	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORDED FEE 12.00 POSTAGE .50 JUN 2 1986
4 This financing statement covers the following types (or items) of property: 1986 ZIMMER 14x62 S/N ZZN-2326 Together with all appliances, equipment, accessories, parts and accessions thereon and thereto all substitutions, replacements or additions therefore, and all as more fully described in the Manufactured Home Retail Installment Sale Agreement between debtor and secured party. Options: DuoTherm A/C- 565298		5. Assignee(s) of Secured Party and Address(es) All Valley Acceptance Co. P.O. Box 668 Uniontown, PA 15401

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:

Linda G. McFadden & Robert I. & Elva L. Sibert
 By: Linda G. McFadden Title _____
Robert I. Sibert Title _____
 All Valley Acceptance Co.
 By: Thomas P. Ryan Title _____
 Signature(s) of Secured Party(ies) Title

STANDARD FORM - FORM UCC-1.



Mailed to Secured Party

1986 JUN -3 AM 11:25
 E. AUBREY COLLISON
 CLERK

A14419

00

BOOK 498 PAGE 456

262164

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 May 9, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR First National Bank of Maryland
Name: FIRST NATIONAL BANK OF MARYLAND
6704 Curtis Court, Glen Burnie, Md. 21061
Address: 6704 CURTIS COURT GLEN BURNIE, MD. 21061

2. SECURED PARTY American Equipment Leasing Co., Inc.
Name: AMERICAN EQUIPMENT LEASING
Address: P.O. Box 1258, Reading, Pa. 19603

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)
R200 FAX MACHINE

RECORD FEE 11.00
STAMP 1.50
1986 JUN 3 11:09
JUN 7 86

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

FIRST NATIONAL BANK OF MARYLAND

By: [Signature]
Howard A. Watson, Vice President
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

CR CLERK

American Equipment Leasing Co., Inc.

[Signature]
(Signature of Secured Party)

Dawn C. McCoy
Type or Print Above Signature on Above Line

RECORDED FOR RECORD
1986 JUN -3 AM 11:25
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

A14422

Q. Q.

BOOK 498 PAGE 457

262165

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. \$ nA

If this statement is to be recorded in land records check here

This financing statement Dated 5/23/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Custom Cable Connection, Inc.
Address 840 Kecoutan Rd., Glen Burnie, MD 21061

2. SECURED PARTY

Name American Equipment Leasing Co., Inc.
Address P.O. Box 1258, Reading, Pa. 19603

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 Ditch Witch 350SX vibratory plow s/n 4B0304
- 1 Ditch Witch A331 attachment s/n 03B908
- 1 Ditch Witch 2300 trencher s/n 3C0182
- 1 Ditch Witch A220 backhoe s/n 1C0225
- 1 Hudson Bros. HSE-12 trailer s/n 10HHSE128G1000087
- 1 Hudson Bros. HSE-12 trailer s/n 10HHSE122G1000084

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Custom Cable Connection, Inc.
_____, Pres.
(Signature of Debtor)

AL VIA
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



American Equipment Leasing Co., Inc.

Dawn C. McCoy
(Signature of Secured Party)

Dawn C. McCoy,

Type or Print Above Signature on Above Line

1986 JUN -3 AM 11:25
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

A14427

99

262106

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 5/23/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lenore S. Lerner
Address 155 Duke of Gloucester St., Annapolis, Md. 21401

2. SECURED PARTY

Name American Equipment Leasing Co., Inc.
American Equipment Leasing
Address P.O. Box 1258, Reading, Pa. 19603

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1 - RICOH - 200 Fax Machine

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

LENORE S. LERNER, TITLE ABSTRACTOR

Lenore S. Lerner
(Signature of Debtor)

LENORE S. LERNER
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Owner American Equipment Leasing Co., Inc.

Dawn C. McCoy
(Signature of Secured Party)

Dawn C. McCoy, Oper. Coord.
Type or Print Above Signature on Above Line



RECEIVED FOR RECORD
JUL 3 1986
1986 JUN -3 AM 11:25
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

262167

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented 11

3 The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)
D. L. George & Sons
Construction Company
P. O. Box K, 13395 Monterey
Lane, Blue Ridge Summit, PA
17214

2 Secured Party(ies) Name(s) and Address(es)
General Electric Credit Corporation
P. O. Box 1038
Columbia, MD 21044

4 For Filing Officer Date, Time, No. Filing Office

5 This Financing Statement covers the following types (or items) of property
Reference made to that certain cross collateral/cross default agreement between debtor and secured party dated May 19, 1986, a copy of which is attached hereto and made a part hereof. Equipment is listed on Schedule A, attached hereto and made a part hereof.

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 in Item 8)

8 Describe Real Estate Here This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <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:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

D. L. George & Sons Construction Company General Electric Credit Corporation
 By [Signature] Signature(s) of Debtor(s) By [Signature] Signature(s) of Secured Party(ies)
 (1) FILING OFFICER COPY - NUMERICAL (Required only if Item 10 is checked)
 (3/83) STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania
 1760 50



RECEIVED... 1986 JUN -3 AM 11:25 E. AUDREY COLLISON CLERK

Mailed to Secured Party

CROSS-COLLATERAL AND CROSS-DEFAULT AGREEMENT

General Electric Credit Corporation

American City Bldg. Suite#111, P.O.Box# 1038

Columbia, Maryland 21044

Gentlemen:

You have purchased one or more conditional sales contracts, lease agreements, chattel mortgages, security agreements, notes and other choses in action (herein designated "Accounts") arising from the bona fide sale or lease to us, by various vendors or lessors, of equipment and inventory (herein designated "Collateral") and/or you have made direct loans to or otherwise extended credit to us evidenced by Accounts creating security interests in Collateral.

In order to induce you to extend our time of payment on one or more Accounts and/or to make additional loans to us and/or to purchase additional Accounts, and in consideration of you so doing, and for other good and valuable consideration, the receipt of which we hereby acknowledge, we agree as follows:

All presently existing and hereafter acquired Collateral in which you have or shall have a security interest shall secure the payment and performance of all of our liabilities and obligations to you of every kind and character, whether joint or several, direct or indirect, absolute or contingent, due or to become due, and whether under presently existing or hereafter created Accounts or agreements, or otherwise.

We further agree that your security interest in the property covered by any Account now held or hereafter acquired by you shall not be terminated in whole or in part until and unless all indebtedness of every kind, due or to become due, owed by us to you is fully paid and satisfied and the terms of every Account have been fully performed by us. It is further agreed that you are to retain your security interest in all property covered by all Accounts held or acquired by you, as security for payment and performance under each such Account, notwithstanding the fact that one or more of such Accounts may become fully paid.

This instrument is intended to create cross-default and cross-security between and among all the within described Accounts now owned or hereafter acquired by you.

A default under any Account or agreement shall be deemed to be a default under all other Accounts and agreements. A default shall result if we fail to pay any sum when due on any Account or agreement, or if we breach any of the

other terms and conditions thereof, or if we become insolvent, cease to do business as a going concern, make an assignment for the benefit of creditors, or if a petition for a receiver or in bankruptcy is filed by or against us, or if any of our property is seized, attached or levied upon. Upon our default any or all Accounts and agreements shall, at your option, become immediately due and payable without notice or demand to us or any other party obligated thereon, and you shall have and may exercise any and all rights and remedies of a secured party under the Uniform Commercial Code as enacted in the applicable jurisdiction and as otherwise granted to you under any Account or other agreement. We hereby waive, to the maximum extent permitted by law, notices of default, notices of repossession and sale or other disposition of Collateral, and all other notices, and in the event any such notice cannot be waived, we agree that if such notice is mailed to us postage prepaid at the address shown below at least five (5) days prior to the exercise by you of any of your rights or remedies, such notice shall be deemed to be reasonable and shall fully satisfy any requirement for giving notice.

All rights granted to you hereunder shall be cumulative and not alternative, shall be in addition to and shall in no manner impair or affect your rights and remedies under any existing Account, agreement, statute or rule of law.

This agreement may not be varied or altered nor its provisions waived except by your duly executed written agreement. This agreement shall inure to the benefit of your successors and assigns and shall be binding upon our heirs, administrators, executors, legal representatives, successors and assigns.

Among other matters, this agreement was specifically outlined in the above mentioned security agreement by account number(s) as follows: 922121, 922226 & 316782.

IN WITNESS WHEREOF, this agreement is executed this 11 day
of May, 1986.

D. L. George & Sons Construction Company

(Name of Proprietorship, Partnership, or
Corporation, as applicable)

By F. Dana George, President
(Signature) (Owner, Partner or
Officer, as applicable)

By _____
(Signature) (Owner, Partner or
Officer, as applicable)

-2-

GENERAL ELECTRIC CREDIT CORPORATION

Page 1 of 1

SCHEDULE 'A'

This schedule is to be attached to and become a part of a Cross Collateral Cross Default Agreement dated March 1986 1986, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
One (1)	John Deere Hydraulic Excavator (Account # 31112)	1979, Model 690B	JD-690-B-006115T
One (1)	Gallion Vibratory Roller (Account # 31112)	1983, Model VOS 84	450839
One (1)	Used Clark Wheel Loader (Account # 31112)	Model 55C	489A231CB
One (1)	New Case Loader/Backhoe (Account # 31112)	Model 580SE	17033547

With all attachments, accessories, and additions now or hereafter attached thereto and made a part thereof.

This schedule is hereby verified correct and undersigned Mortgagor acknowledges receipt of copy.

MORTGAGEE

GENERAL ELECTRIC CREDIT CORPORATION(L.S.)

By: [Signature] (L.S.)

MORTGAGOR

D. L. George & Sons Construction(L.S.)
CompanyBy: [Signature] (L.S.)

CI-306

0128F

262222

STATE OF MARYLAND

BOOK 498 PAGE 463

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. ~~LESSOR~~ Lessee

Name C G Enterprises, Inc.

Address 8111 Annapolis Junction Road, Jessup, MD 20794

2. ~~LESSOR~~ Lessor

Name General Electric Credit Corporation of Tennessee

Address P. O. Box 1038, Columbia, MD 21044

Person And Address To Whom Statement is To Be Returned 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) 1986 John Deere JD 410B Wheel Loader Backhoe, One (1) 1986 Dynapac Model CA-15-PDB Vibratory Roller, One (1) 1986 John Deere Model JD 450E Crawler Tractor, One (1) Model BW213D Bomag Vibratory Roller, One (1) 1986 Komatsu GS505A Motor Grader more fully described in Schedule A 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 within the meaning of Section 1-201 (37) of the Uniform Commercial Code.

Recordation Tax of \$957.00 paid on balance of \$289,986.00 to state of MD

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

C G Enterprises, Inc.

Signature of Lessee

MA JONES Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

General Electric Credit Corporation of Tennessee

Signature of Lessor

KRISTIN LORSONG Type or Print Above Signature on Above Line

CR CLERK

1986 JUN 3 AM 11:25

1986 JUN -3 AM 11:25

E. AUBREY COLLISON CLERK

13000

GENERAL ELECTRIC CREDIT CORPORATION

BOOK 498 PAGE 461

Page 1 of 2

SCHEDULE 'A'

This schedule is to be attached to and become a part of the Lease Schedule Two (2) dated March 19 1986, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
One (1)	Bomag Single Drum Vibratory Roller 84" wide Drum, powered by Deutz F61912 diesel, drum drive.	Model BW213D	101400/250133
One (1)	Komatsu Motor Grader equipped as follows: Komatsu S6D105 Engine Hydroshift transmission 6F-6R Articulated frame Tandem drive Lock/unlock differential Tool Kit Backup alarm Power steering Rear Drawbar Scarifiers ROPS Cab Heater & Defroster 15.5 x 25 12PR tires Blade accumulator	1986, GD505A	60057
One (1)	John Deere Wheel Loader Backhoe with 19.5 x 24 10 PR R-4 tires, 11L-16 12 PR F-3 tires, 360 min Battery, ROPS w/canopy top, 1 cuyo loader bucket w/return to dig, 24" hoe bucket, ether starting aid, turbo charged engine, instrument panel vandal cover, backup alarm, SMV emblem.	1986, JD 410B	721991

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of copy.

LESSOR

LESSEE

GENERAL ELECTRIC CREDIT CORPORATION (L.S.)
OF TENNESSEE

C G ENTERPRISES, INC. (L.S.)

By: [Signature] (L.S.)

By: [Signature] (L.S.)

CI-306
0128F

GENERAL ELECTRIC CREDIT CORPORATION

BOOK 498 PAGE 465

Page 2 of 2

SCHEDULE 'A'

This schedule is to be attached to and become a part of the Lease Schedule Two (2) dated May 17 1986, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL NO.
One (1)	Dynapac Vibratory Pad Drum Grade Rollers w/John Deere Diesel Engines, ROPS, Front Mounted Dozer Blade	1986, CA-15-PDB	1951
One (1)	John Deere Crawler Tractor with turbo engine, pedal steering, 3 spool hydraulics, wide track w/24" grousers, 2 HD 12 volt batteries, bottom guard, backhoe ROPS, 106" wide inside mounted blade, master electrical switch, ether starting aid, rock guards, drawbar, worklights, hose shields, rear mtg bracket, back up alarm.	1986, JD 450E	727820

With all attachments, accessories, and additions now or hereafter attached thereto and made a part thereof.

This schedule is hereby verified correct and undersigned Lessee acknowledges receipt of copy.

LESSOR

LESSEE

GENERAL ELECTRIC CREDIT CORPORATION(L.S.)
OF TENNESSEE

C G Enterprises, Inc. (L.S.)

By: [Signature] (L.S.)

By: [Signature] (L.S.)

CI-306
0128F

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here.

This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name General Paving Corporation
Address 8747 Wellington Road, Box 1039, Manassas, VA 22110

2. SECURED PARTY

Name General Electric Credit Corporation
Address P. O. Box 1038
Columbia, MD 21044
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Attached hereto is a Chattel Mortgage which is incorporated herein by reference. Said Chattel Mortgage gives the secured party a security interest in the equipment described within plus the proceeds thereof. Debtor is not authorized to sell equipment.

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)

Mailed to Secured Party

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

General Paving Corporation

General Electric Credit Corporation

[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)

KESTIA LORSON
Type or Print Above Signature on Above Line

RECORDED FOR RECORD
STAFF COUNTY, MARYLAND
1986 JUN -3 AM 11:25
E. AUBREY COLLISON
CLERK
CR
CLERK

1188

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)
Capital Gazette Communications, Inc.
213 West Street
Annapolis, Maryland 21401

2. Secured Party(ies) and address(es)
St. Joseph Leasing Corporation
201 North Union Street
Suite 400
Alexandria, Virginia 22314

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:
SEE ATTACHED PAGE

For information purposes only, the Collateral will be located at:
SEE ATTACHED PAGE

This financing statement is for recordation purposes only, and it is not intended and shall not be construed as an indication of its legal effect.

RETURN COPIES TO: St. Joseph Leasing Corporation,
201 North Union Street, Suite 400, Alexandria, Virginia 22314

5. Assignee(s) of Secured Party and Address(es)
American Security Bank, N.A.,
as Agent
Corporate Trust Department
635 Massachusetts Avenue, N.W.
Washington, D.C. 20001

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"

CAPITAL GAZETTE COMMUNICATIONS, INC.

ST. JOSEPH LEASING CORPORATION

By: P. Kelly Weese
Signature(s) of Debtor(s)

By: Donald C. Arlogoff
Signature(s) of Secured Party(ies)
Title: Vice President and Treasurer

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

CR
CLERK

RECEIVED FOR RECORD
ANNAPOLIS, MARYLAND

1986 JUN -3 AM 11:25

E. AUBREY COLLISON
CLERK

100

Description of collateral covered by original financing statement.Location of Equipment:

Premises of Capital Gazette Communications, Inc.
Capital Drive (Building Under Construction)
Annapolis, Anne Arundel County, Maryland 21401

The Equipment:

The following electronic data processing equipment manufactured by Rockwell Graphic Systems, Inc., including additions, accessions and substitutions thereof and proceeds:

<u>Description</u>	<u>Quantity</u>
GPS 5000 Mailroom System	1

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100893-1, dated August 22, 1985, Equipment Lease Schedule Number Two, dated February 24, 1986, by and between St. Joseph Leasing Corporation, as Lessor, and Capital Gazette Communications, Inc., as Lessee.

Mailed to Secured Party

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$30,000.00.

1. Name of Debtor(s): Adventures In Home Building, LTD
Address: 844 Ritchie Highway, Suite 204
Severna Park, MD 21146

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

RECORDING FEE 11.00
RECORDING TAX 210.00
POSTAGE 50
TOTAL 231.50
JUN 3 1986

3. This Financing Statement covers the following types (or items) of property:

See Attached schedule A.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is 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.

RECEIVED FOR RECORD
CREDIT DEPT. S.A. COUNT
1986 JUN -3 PM 3:30
E. AUBREY COLLISON
CLERK

CR
CLERK

Debtor(s): Adventures In Home Bldg. ,LTD
Richard E. Polm
.....Richard E. Polm, President.....

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *Jeffrey S. Amiger*
.....Jeffrey S. Amiger, 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)

1.50
12.00
210.00
222.50

11.00 210.00 3



Schedule A

BOOK 498 PAGE 470

- 1 Software Shop Construction System To Include: Job Costing, Accounts Payable Payroll, General Ledger, Accounts Receivable.
- 1 MS DOS 3.10 Operating System
- 1 IBM At Business Computer
- 1 Princeton HX 12 Color Monitor and Interface
- 1 Okidata 193 Printer With Cable
- 1 Safe 400 Standby Power System
- 1 Second Software Package To Include:
 - 1 Lotus 1-2-3
 - 1 Word Perfect 4.1
 - 1 MS-DOS 3.10 Operating System
 - 1 Disk Drive 20 MB
 - 1 AST Six PakMemory Expansion to 512K
 - 1 Princeton HX-12 Color Monitor and Interface
 - 1 NEC P3 Printer with Cable
 - 1 IBM XT Business Computer
 - 1 Printer Cover
- 1 Encore 12-Line Key Service Unit
- 1 Central Processor
- 1 Tone Generator
- 2 4 Port Trunk Boards
- 2 4 Port Station Boards
- 5 12 Line Telephones
- 1 12 Line Speaker Phone
- 1 Busy Lamp Field
- 2 Line Precables
- 1 Equipment Wire and Cable

Mailed to Secured Party

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on \$28,000 -
principal amount of \$.....

1. Name of Debtor(s): Equipment Rental Inc.
Address: 692 Dill Ct.
Severna Park, Md. 21146

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND
Address: 8701 Georgia Avenue
Silver Spring, Maryland 20910

RECORDATION FEE 11.00
RECORD TAX 196.00
POSTAGE .50
R75396 0040 802 1151.37
JUN 3 1986

3. This Financing Statement covers the following types (or items) of property:

1986 1400 B.C.M. JCB Backhoe Serial #311143

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.

Mailed to Secured Party

RECEIVED FOR RECORD
CLERK AUBREY COLLISON
1986 JUN -3 PM 3:38
E. AUBREY COLLISON
CLERK

Debtor(s): Equipment Rental Inc.
Ronald L. Wilson President
Ronald L. Wilson - President

Secured Party:
1st AMERICAN BANK OF MARYLAND
By: *Jeffrey S. Armiger*
Jeffrey S. Armiger - 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)

196.00
11.50
207.50
11.00
196.00

TO BE RECORDED IN LAND RECORDS SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$10,000.00
 NOT TO BE RECORDED IN LAND RECORDS NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$10,000.00

FINANCING STATEMENT

LABRADOR CONTRACTING COMPANY

by William B. Dobson, Jr., Pres.

1. Debtor(s):

Name or Names—Print or Type
 810 Forest Glen Dr., Pasadena, A.B. Co., Md. 21122
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type
 Address—Street No., City - County State Zip Code

2. Secured Party:

VR HOME IMPROVEMENT CORP
 Name or Names—Print or Type
 89 Ritchie Hwy, Pasadena, A.B. Co., 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, goodwill, tradename and all other assets used in the business known as VR Home Improvement, located at 89 Ritchie Highway, Pasadena, Md. 21122

4. If above described personal property is to be affixed to real property, describe real property.

N/A

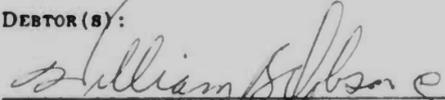
5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):


 (Signature of Debtor)

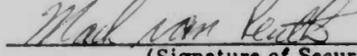
WILLIAM B. DOBSON, JR.
 Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY:

VR HOME IMPROVEMENT CORP
 (Company, if applicable)


 (Signature of Secured Party)

MARK VANREUTH
 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. Kemron Scott, Esq., Hartman and Crain,
 Lucas Bros. Form F-1 2661 Riva Rd., Suite 810, Annapolis, Md. 21401

CR CLERK

RECEIVED FOR RECORD OFFICE COUNTY

1986 JUN -3 PM 3:19

E. AUBREY COLLISON CLERK

Mailed to Secured Party

Anne Arundel County

UNIFORM COMMERCIAL CODE

BOOK 498 PAGE 473

262102

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
--	-----	--------	------	-------

Berlin, Dennis B. d/b/a DBO Holdings	404 Ridgely Ave.,	Annapolis, Md.	21401	
---	-------------------	----------------	-------	--

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

SOVRAN BANK/DC NATIONAL	1801	"K" St. NW	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)

Assignment of Contracts and/or Accounts Receivable from the Debtor, in which he sells, transfers, sets over and assigns unto Bank, all of his right, title and interest in and to all accounts receivables commissions and/or proceeds due together with all extensions, renewals and modifications thereof, and substitutions therefor, and all liens, guarantees, securities, rights, remedies and privileges pertaining to the foregoing, together with all cash and non-cash proceeds of the rights so assigned.

RECORDED
INDEXED
JUN 4 1986

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 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)	Secured Party
<u>X</u> <u>Dennis B. Berlin</u> d/b/a DBO Holdings	SOVRAN BANK/DC NATIONAL (Seal) (Corporate, Trade or Firm Name)

BY: <u>Kathleen W. Carr</u>	Signature of Secured Party or Assignee Kathleen W. Carr, Vice President
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

DR CLERK

1986 JUN -4 AM 8:43

E. AUBREY COLLISON
CLERK

Mailed to Secured Party.

12.50
50

SOVRAN BANK/DC NATIONAL
1801 "K" Street, N.W.
Washington, D.C. 20006
Attn: Loan Services Dept.

FINANCING STATEMENT

1. To Be Recorded in the Land Records at _____
 2. To Be Recorded among the Financing 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): Atlas Concrete Pump Service Company, Inc. Address(es): P.O. Box 521 Severna Park, Maryland 21146 951 Weiker Road Bay 5A Severn, Maryland 21144

6. Secured Party: Maryland National Bank Address: Department Church Circle Office
 Attention: V. Johnson Post Office Box 987, Mailstop 500-501
 Baltimore, Maryland 21203 PO Box 871 Annapolis, MD 21404
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of 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 (1) in the space below bearing the heading "Description of Collateral," and/or (2) 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 (1) in the space below bearing the heading "Description of Collateral," and/or (2) 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 (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A)

REGISTRATION FEE 11.00
 POSTAGE 50
 207-413-1377
 JUN 4 1986

Debtor: Atlas Concrete Pump Service Company, Inc.

Secured Party: Maryland National Bank

By: Robert A. Jernigan (Seal)
 Type name and title, if any

By: Barbara A. Newell (Seal)
 Type name and title

By: _____ (Seal)
 Type name and title, if any

MARYLAND NATIONAL BANK

207-95 REV 1/86

RECEIVED FOR RECORD
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1986 JUN -4 PM 1:42

E. AUBREY COLLISON
CLERK

CR
CLERK

Mailed to Secured Party

FINANCING STATEMENT

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing 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): Sales Experience Address(es): 2000 Quay Village Court, 2L Annapolis, Maryland 21401

6. Secured Party: Maryland National Bank Address: Department: Loan Dept.
 Attention: Vikki Johnson Post Office Box 987, Mailstop 500-501
Baltimore, Maryland 21203 P.O. Box 871
Annapolis, MD 21404
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of 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 (1) in the space below bearing the heading "Description of Collateral," and/or (2) 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 (1) in the space below bearing the heading "Description of Collateral," and/or (2) 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 (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is _____ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A)

RECORD FEE 14.00
 POSTAGE 50
 JUN 4 1986

Debtor: Sales Experience

Secured Party: Maryland National Bank

By: Gary Rubin (Seal)
 Type name and title, if any
Gary Rubin, General Partner

By: Mark T. Blizzard (Seal)
 Type name and title
Mark T. Blizzard, Vice President

By: Jeffrey Corelitz (Seal)
 Type name and title, if any
Jeffrey Corelitz, General Partner

207-95 REV 1/86

MARYLAND NATIONAL BANK

By: Leonard H. Kurtz
Leonard H. Kurtz, General Partner

14.50

Mailed to Secured Party

RECEIVED FOR RECORD
 CIRCUIT COURT, ANNAPOLIS COUNTY

1986 JUN -4 PM 1:42

E. AUBREY COLLISON
 CLERK



Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 45,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Pizza Please, Inc.

337 Hospital Dr.
Store V
Glen Burnie, MD 21061

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, equipment and leasehold improvements now owned and all inventory, equipment and leasehold improvements hereafter acquired by borrower, and all proceeds (cash and non-cash) of such inventory, equipment and leasehold improvements.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECEIVED RECORDS & COMMUNITY
1986 JUN -4 PM 4:02
AUBREY COLLISON
CLERK



RECORDED THE
RECORD TAX
11.00
00.00
1.50
1986 JUN 04 10:11 AM
708-4 88

Debtor (or Assignor)

Secured Party (or Assignee)

Pizza Please, Inc.

FARMERS NATIONAL BANK OF MARYLAND

BY: *[Signature]*

BY: *[Signature]*

BY: *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

Handwritten scribbles and numbers: 11, 335, 11, 2



STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 498 PAGE 477
Identifying File No. 262186

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated May 30, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Edsel W. Butler, Jr.
Address 320 B. Chester Ave, Annapolis, MD 21403

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, 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)

30HP RCO Johnson Outboard Engine
Serial # 608 3212

RECORD FEE 11.00
RECORD TAX 14.00
POSTAGE .50
#25437 C237 R02 112:53
JUN 5 86

RECEIVED FOR RECORD
CLERK COURT, ANNA POLY COUNTY
1986 JUN -5 PM 12:39
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)

Edsel W. Butler, Jr.
(Signature of Debtor)

Edsel W. Butler, Jr.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1108
1400
25

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 498 PAGE 478
Identifying File 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.

INVENTORY

This financing statement Dated May 2, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Lilly Yacht Sales
Address 726 Second Street, 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)

Two- OMC/Johnson Outboard Engines 275 HP each with Counter Rotating Serial Numbers G7040603 and G7040550

One-1986 Apache 33' Model: Brave Center Console Serial# APH33013K586 with two OMC/Johnson 275 HP Outboard Engines with counter rotating Serial #'s G7040603 and G7040550

RECORD FEE 11.00
POSTAGE .50
APR 25 1986 12:37 PM
APR 25 1986

RECEIVED FOR RECORD
CREDIT COUNTY, CALIFORNIA COUNTY
1986 JUN -5 PM 12:39
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)

LILLY YACHT SALES

Arthur Lilly
(Signature of Debtor)

Arthur R. Lilly, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



Mailed to Secured Party

BAY NATIONAL BANK

David S. Proctor
(Signature of Secured Party)

David S. Proctor, Loan Officer

Type or Print Above Signature on Above Line

11-00
-5

FINANCING STATEMENT

BOOK 498 PAGE 479

BC-4091

1. Name of Debtor: COMMONS OFFICE RESEARCH LIMITED 202103
 PARTNERSHIP
 Address: 6430 Dobbin Road
 Columbia, Maryland 21045

2. Name of Secured Party: EQUITABLE BANK, NATIONAL ASSOCIATION
 Address: 100 South Charles Street
 Baltimore, Maryland 21201
 Attn: Richard T. McCarter,
 Assistant Vice President

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in a Deed of Trust dated May 29, 1986, from Debtor to Richard T. McCarter and Joseph V. Prado, Trustees, which Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the 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, (i) all rights to insurance and condemnation proceeds, and (ii) all right, title and interest of the Debtor in and to the "Development Plan" dated September 5, 1985 prepared by The Columbia Design Collective, Inc.

RECEIVED FOR RECORD
 CLERK COURT ANNE ARUNDEL COUNTY

1986 JUN -5 PM 3:29

E. AUBREY COLLISON
 CLERK

1 of 2

13.20
 72

RECORD FEE 13.00
 POSTAGE .50

425698 1237 802 115126
 JUN 5 86

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:

COMMONS OFFICE RESEARCH LIMITED PARTNERSHIP

By: Peter R. McGill, Jr. (SEAL)
Peter R. McGill, Jr., General
Partner

By: Christopher W. Kerz (SEAL)
Christopher W. Kerz, General
Partner

DATED: May 29, 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~~
~~Howard County Financing Statement Records~~

Mailed to Secured Party

To be Recorded at the State
Department of Assessments
and Taxation and
Anne Arundel County, Maryland

Subject to Recordation Tax
Principal Amount is \$9,000.00

FINANCING STATEMENT

1. DEBTOR: DENNIS J. MORRISON
767 Woods Road
Pasadena, Maryland 21122

2. SECURED PARTY: JOHN A EBERT
c/o Ellin & Tucker, Chartered
Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

1. This Financing Statement covers the following types
(or items) of property (the collateral):

Houseboat described on Exhibit A

2. The collateral property is affixed or to be affixed to
or is to be crops on the following real estate:

N/A

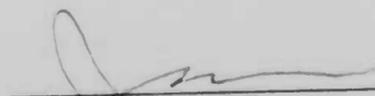
3. Proceeds of the collateral are also specifically
covered.

MR. CLERK: Mail instrument to secured party named above
at the address stated.

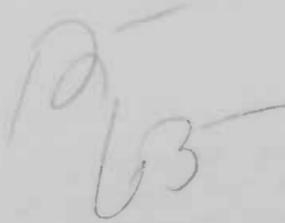
DEBTOR:

SECURED PARTY:


DENNIS A. MORRISON


JOHN A. EBERT

PCC/eb/real estate
ebert/financing statement



RECEIVED
ANNE ARUNDEL COUNTY
1985 JUN -6 AM 10:12
E. AUERBY COLLISON
CLERK

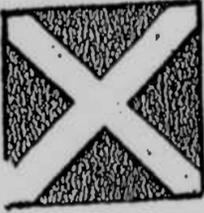
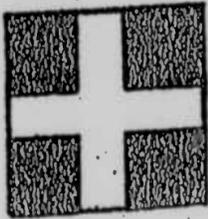


EXHIBIT A

MARTIN REFF, INC.

Yacht Brokers

263100



1651 Brown's Road
Baltimore, Maryland 21221

BOOK 498 PAGE 482 (301) 687-7226

POWER YACHT LISTING

Builder SEA GOING Year '68 Length 45' Beam 12' Draft 2'2"
 Type Flybridge Houseboat Hull Construction fbg Color white
 Engine Make Chrysler Fuel gas Type IO HP T/240 Hours 600 est
 Cooling RW Fuel Cap. 220 Top Speed 15 Cruising Speed 12 knots 2500'rpm
 GPH at Cruising Speed _____ Generator Make Kohler KW 6.5 FWC _____
 Last Hauled & Painted '84 Major Maintenance engine overhauls: one
 in '84 and one in '82

EQUIPMENT

Air Condit/Heat _____	Camper _____	Fume Detector _____	Spare Prop _____
Anchor(s) <u>X</u>	Cockpit Cov. _____	Heater(s) _____	Spare Shaft _____
Batteries <u>3</u>	Soft Top _____	Hour Meter(s) _____	Swim Platform _____
Batt. Charger <u>X</u>	Window Cov. _____	Life Jackets _____	Toilet(s) <u>electric</u>
Bonding System _____	Winter Cov. _____	Lower Station <u>X</u>	Marine type _____
ow Pulpit _____	Dinette <u>X</u>	Outriggers _____	Trim Tabs _____
Halon _____	Dinghy _____	Rod Holders _____	V Berth Filler _____
Canvas: _____	Dockside Water _____	Searchlight <u>X</u>	Washdown _____
Aft Deck Encl. _____	Dockside Elec. <u>X</u>	Screens <u>X</u>	Windlass _____
Bimini Top _____	Downriggers _____	Shower <u>stall</u> <u>X</u>	_____
Bridge Encl. _____	Fenders <u>X</u>	Sleeps <u>6</u>	_____
Bridge Cov. _____	Fire Ext. <u>X</u>	_____	_____

ELECTRONICS

VHF Radio _____
 AM/FM Radio Stereo _____
 SSB _____
 CB Radio _____
 Auto Pilot needs repair X
 Depth Sounder _____
 Radar _____
 Loran _____
 Compass electric X
 Hailer _____
 Synchronizer _____

Mailed to Secured Party

GALLEY

Pressure Water X Stove (electric) X
 Hot Water X Oven (electric) X
 Water Cap. 100 gal. Oven, Microwave _____
 Sink X Ice maker _____
 Refrigerator X Sep. Freezer _____
 Ice Box _____

REMARKS

Refrigerator is 2 years old
 Oven with rotisserie
 Original Owner! He has pictures taken
 at factory when vessel was under
 construction.

PRICE \$ 18,500.

NOTE: All listings subject to prior sale, price change, or withdrawal.
 All data believed to be accurate but not guaranteed.
 Martin Reff, Inc. does not warrant brokerage boats.

BOOK 498 PAGE 481

262100

To be Recorded at the State
Department of Assessments
and Taxation and
Anne Arundel County, Maryland

Subject to Recordation Tax
Principal Amount is \$9,000.00

FINANCING STATEMENT

1. DEBTOR: DENNIS J. MORRISON
767 Woods Road
Pasadena, Maryland 21122

2. SECURED PARTY: JOHN A EBERT
c/c Ellin & Tucker, Chartered
Charles Center South
36 South Charles Street
Baltimore, Maryland 21201

1. This Financing Statement covers the following types
(or items) of property (the collateral):

Houseboat described on Exhibit A

2. The collateral property is affixed or to be affixed to
or is to be crops on the following real estate:

N/A

3. Proceeds of the collateral are also specifically
covered.

MR. CLERK: Mail instrument to secured party named above
at the address stated.

DEBTOR:

SECURED PARTY:

Dennis J. Morrison
DENNIS A. MORRISON

John A. Ebert
JOHN A. EBERT

PCC/eb/real estate
ebert/financing statement

EB

ANNE ARUNDEL COUNTY
CLERK
1985 JUN -6 AM 10:12
E. AUBREY COLLISON
CLERK

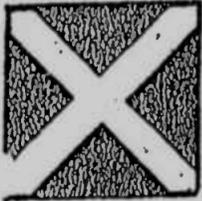
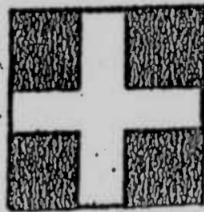


EXHIBIT A

MARTIN REFF, INC.

Yacht Brokers

263100



1651 Brown's Road
Baltimore, Maryland 21221

300 498 PAGE 482 (301) 687-7226

POWER YACHT LISTING

Builder SEA GOING Year '68 Length 45' Beam 12' Draft 2'2"
 Type Flybridge Houseboat Hull Construction fbg Color white
 Engine Make Chrysler Fuel gas Type IO HP T/240 Hours 600 est
 Cooling RW Fuel Cap. 220 Top Speed 15 Cruising Speed 12 knots 2500'rpm
 GPH at Cruising Speed _____ Generator Make Kohler KW 6.5 FWC _____
 Last Hauled & Painted '84 Major Maintenance engine overhauls: one
in '84 and one in '82

EQUIPMENT

Air Condit/Heat _____	Camper _____	Fume Detector _____	Spare Prop _____
Anchor(s) <u>X</u>	Cockpit Cov. _____	Heater(s) _____	Spare Shaft _____
Batteries <u>3</u>	Soft Top _____	Hour Meter(s) _____	Swim Platform _____
Batt. Charger <u>X</u>	Window Cov. _____	Life Jackets _____	Toilet(s) <u>electric</u>
Bonding System _____	Winter Cov. _____	Lower Station <u>X</u>	Marine type _____
ow Pulpit _____	Dinette <u>X</u>	Outriggers _____	Trim Tabs _____
Halon _____	Dinghy _____	Rod Holders _____	V Berth Filler _____
Canvas:	Dockside Water _____	Searchlight <u>X</u>	Washdown _____
Aft Deck Encl. _____	Dockside Elec. <u>X</u>	Screens <u>X</u>	Windlass _____
Bimini Top _____	Downriggers _____	Shower <u>stall X</u>	_____
Bridge Encl. _____	Fenders <u>X</u>	Sleeps <u>6</u>	_____
Bridge Cov. _____	Fire Ext. <u>X</u>	_____	_____

ELECTRONICS

VHF Radio _____
 AM/FM Radio Stereo _____
 SSB _____
 CB Radio _____
 Auto Pilot needs repair X
 Depth Sounder _____ X
 Radar _____
 Loran _____
 Compass electric X
 Hailer _____
 Synchronizer _____

GALLEY

Pressure Water X Stove (electric) X
 Hot Water X Oven (electric) X
 Water Cap. 100 gal. Oven, Microwave _____
 Sink X Ice maker _____
 Refrigerator X Sep. Freezer _____
 Ice Box _____

REMARKS

Refrigerator is 2 years old
 Oven with rotisserie
 Original Owner! He has pictures taken
 at factory when vessel was under
 construction.

Mailed to Secured Party

PRICE \$ 18,500.

NOTE: All listings subject to prior sale, price change, or withdrawal.
 All data believed to be accurate but not guaranteed.
 Martin Reff, Inc. does not warrant brokerage boats.

ANNE ARUNDEL COUNTY

File BU 45455 (ami)
Recording Cost: \$10.50

BOOK 498 PAGE 483

262191

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 472 Page No. 428
Identification No. 251726 Dated April 24, 1984

1. Debtor(s) { Waycap Video, Inc.
Name or Names—Print or Type
8053 F. Ritchie Highway Pasadena, Md. 21122
Address—Street No., City - County State Zip Code
2. Secured Party { First National Bank of Md.
Name or Names—Print or Type
25 S. Charles St. Balto. Md. 21201
Address—Street No., City - County State Zip Code
3. Maturity Date (if any) _____
4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

[Handwritten mark]

RECORDED BY
CLERK
MAY 17 1984
AN 483

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN -6 AM 10:12
E. AUBREY COLLISON
CLERK

Dated: March 26, 1986
First National Bank of Md.
N. S. Hovermale
(Name of Secured Party)
[Signature]
(Signature of Secured Party)
Senior Loan Accounting Executive
Type or Print (Include Title if Company)

Mailed to Secured Party

RECORDED BY: SAMUEL BLIBAUM, ESQUIRE
Wartzman, Rombro, Omansky, Blibaum & Simons, P.A.
341 North Calvert Street
Baltimore, Maryland 21202
(301) 685-0111

STATE OF MARYLAND

ANNE ARUNDEL CO.
Our File BU 45455 (ami)
Recording Cost: \$10.50

BOOK 498 PAGE 484

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254230
book #478 Page #504
RECORDED IN LIBER _____ FOLIO _____ ON 10-17-84 (DATE)

1. DEBTOR

Name Ney Cap Video, Inc. T/A Video World
Address 8043 Ritchie Highway, Pasadena, Md. 21122

2. SECURED PARTY

CHASE MARKETING COMPANY
Name _____
Address P.O. Box 2307, 12160 Parklawn Drive, Rockville, Maryland 20852

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>

Mailed to Secured Party

RECEIVED
CLERK
1986 JUN -6 AM 10:12
E. AUBREY COLLISON
CLERK

RECORDED BY: Samuel Blibaum, Esquire
Wartzman, Rombro, Omansky, Blibaum & Simons, P.A.
341 North Calvert Street
Baltimore, Maryland 21202
(301) 685-0111

Dated _____
Jay Caplan _____
Nathan Portney _____

CHASE MARKETING COMPANY
Edith Black
(Signature of Secured Party)
Edith Black Pres.
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

498 PAGE 485 Identifying File No. 202103

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Simpson Electrical Company, Inc.
Address Bestgate Road & Barbara Dale Lane, Box 1603, Annapolis, MD 21401

2. SECURED PARTY

Name Ingersoll-Rand Company
Address 5681 Main Street, Elkridge, MD 21227
Ingersoll-Rand Financial Corp., 651 Park Avenue, King of Prussia, PA 19406
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Ingersoll-Rand Air Compressor Model P175WD s/n 152898
(1) Ingersoll-Rand Jack Hammer Model JH40 s/n SKH15008 SLB27031
and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral.

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)
Simpson Electrical Company, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

Mailed to Secured Party

(Signature of Secured Party)
Bradley W. Bergen
Ingersoll-Rand Company
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN -6 AM 10:13
AUSREY COLLISON
CLERK

BOOK 498 PAGE 486

262193

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 Boehm, William Alan
Address 1528 St. Stephens Church Rd., Crownsville, MD 21032

2. SECURED PARTY

Name John Deere Company
Address PO Box 4949, Syracuse, NY 13221

RECORDS FEE 11.00
POSTAGE .50
MUNICIPALITY 101-78451
NW 386

Person And Address To Whom Statement Is To Be Returned 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 Model 750 MFWD Tractor , Serial # 15219
- 2. John Deere Model 54 Rotary Cutter Serial # 2445

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

William Alan Boehm
(Signature of Debtor)

William Alan Boehm
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert P. Murphy
(Signature of Secured Party)

Robert P. Murphy, Administrator
Type or Print Above Signature on Above Line

CR
CLERK

1986 JUN -6 AM 10:13
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

262194

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) James Buba T/A The Ice House Machine Shop 7407 Baltimore Annapolis Blvd. Glen Burnie, MD 21061	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <i>Lopez & Taps</i> Return to Secured Party
---	--

3. This Financing Statement covers the following types (or items) of property:
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of _____ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever.

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other Bayco model BB-26 heat cleaning over serial #BB 86107
Viking model 301 steel shot swedebrator serial #50021

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: \$ 11,000.00

DEBTOR:
James Buba
T/A The Ice House Machine Shop
(Type Name)
By *James John Buba*
By James John Buba

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND
By *Penny L Jordan*
Penny L Jordan
(Type Name)
May 30 19 86
(Date Signed by Debtor)

RECORDED
CLERK
1986 JUN - 6
13

E. AUBREY COLLISON
CLERK

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.
Md., Va., D.C., Pa

Record: Prince Georges County *Amount: \$9.50*
Dated 6-2-86 *Mailed to Secured Party*
17.50
77.50

498 PAGE 488
262195

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 principal amount of \$20,000.00.

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>
Ronald C. Sroka, M.D.	#3 Village Green Crofton, Maryland 21114
Carol A. Pressey, M.D.	

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):

- (1) Solid State Circamed Spirometer Serial # PF-12607
- (1) Holder Pulmonary Function Module Serial # CT-12043
CT-23207

4. The collateral property is affixed or to be affixed to or is to be crops on the following real estate: (Describe - include house number and street or block reference where applicable).

5. XX Proceeds) of the collateral are also specifically covered.
Products)

Debtor

Secured Party (Assignee)

THE CITIZENS NATIONAL BANK

By: [Signature]
Ronald C. Sroka, M.D.

By: [Signature]
Thomas M. Scheopner
Vice President

By: [Signature]
Carol A. Pressey, M.D.

Type or print all names and titles under signatures.

1200
140.00
30.

RECORDED
ANNE ARUNDEL COUNTY
1986 JUN -6 AM 10:13
E. AUBREY COLLISON
CLERK

Financing by Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 216141

RECORDED IN LIBER 454 FOLIO 405 ON 9-29-82 (DATE)

1. DEBTOR

Name A. A. County Farmer's CO-OP Assoc., Inc.

Address 155 Eighth Ave. N. Glen Burnie, Md. 21061

2. SECURED PARTY

Name STULL POWER EQUIP. CO.

Address 10752 TUCKER ST.
BELTSVILLE, MD. 20705

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input checked="" type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORDED
INDEXED
JUN 8 1986

Dated May 23, 1986

R.D. Hogans
(Signature of Secured Party)

R.D. Hogans (Credit Manager)
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT - A.A. COUNTY
G.L. CLERK
1986 JUN -6 AM 10:13
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

BOOK 498 PAGE 450

DATE: June 3, 1986

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s): Davis Pub, Inc.

ADDRESS: 400 Chester Avenue
Annapolis, MD 21403

RECORDED RE 11.00
POSTAGE .50
RECEIVED BY THE COUNTY CLERK
JUN 3 1986

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:
Furniture, fixtures, equipment, inventory, accounts receivables, now owned and hereafter
acquired, excluding motor vehicles.



RECEIVED FOR RECORD
BY THE COUNTY CLERK
1986 JUN -6 AM 10:13
E. ABBEY COLLISON
CLERK

DEBTOR(S):

Davis Pub, Inc.

By:

[Signature]

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By:

[Signature]
(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.)

Mailed to Secured Party

ANNE ARUNDEL 5/28 214 40 9923 A

262157

Buyer's (Debtor's) Name (Last name first) F. Scott Jay	Purchaser's Mailing Address 23 Poone trail Severna Pt, Md 21146	Zip Code 21146
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name Annapolis 4A Rental	Seller's Address 1919 Lincoln Dr Annapolis, md	Zip Code 21401
BUYER'S SOC SEC NO. (First Signer) 214-40-9923		

DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:

QTY	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No
1	N	JD	650	Compact Utility Diesel Tractor w/ ROPS Bar seat roll, Extra tractor tires, m FWD, Power Steering	
1	N	JD	160	Mulch mower	
1	N	JD	35	Rear Blade	

RECORD FEE 11.00
POSTAGE .50
10498 CTT PAJ T09105
JUN 6 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.

CR
CLERK

RECEIVED JUN 10 1986
1986 JUN -6 AM 10:14
E. AUBREY COLLISON
CLERK

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 385X 4949
Syracuse, N.Y. 13201

Debtor resides in Anne Arundel md Note dated and signed 5/28/86 Debtor's Telephone No. 701-647-6635
(County) (State) (Date)

[Signature] (Debtor's Signature) F. SCOTT JAY (Debtor's Name)

[Signature] (Debtor's Signature) Annapolis 4A Rental (Seller's Name)
[Signature] (Seller's (Secured Party) Signature) DAVID B GRAHAM,
SALES MANAGER

(Do not write below this line)

CLERK'S NOTATION
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

Mailed to Secured Party

STATE OF MARYLAND

BOOK 498 PAGE 492

FINANCING STATEMENT FORM UCC-1

Identifying File No. 202103

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B & C Landclearing Company, Inc.
Address P.O. Box 66 Odenton, MD 21113

2. SECURED PARTY

Name Deutsche Credit Corporation
Address #4 Greentree Centre #204 Marlton, NJ 08053

SAME
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

(1) Used Mack Truck Model #RD685 with Lube Body

NOTE: NOT SUBJECT TO RECORDATION TAX



RECEIVED JUN 11 1986
1986 JUN -6 AM 10:14
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)

(X) Wayne Bestly
(Signature of Debtor)

B & C Landclearing Company, Inc.
Type or Print Above Name on Above Line

Wayne Bestly
(Signature of Debtor)

Wayne Bestly
Type or Print Above Signature on Above Line

Mailed to Secured Party

Robert J. Levitsky
(Signature of Secured Party)

Deutsche Credit Corporation
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. #4830

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Bayside Seafood
Address 8915 Ft. Smallwood Court, Pasadena, Md. 21122

2. SECURED PARTY

Name National Surety Leasing, Inc.
Address 672 Greenbriar Lane, Annapolis, Md. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

"SEE ATTACHED SCHEDULE A"

CONDITIONAL SALES CONTRACT

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered) Bayside Seafood

Signature of Debtor: Howard W. Sadler

Howard W. Sadler/Partner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

Signature of Secured Party: Carole Hardesty

(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

1986 JUN -6 AM 10:14

AUBREY COLLISON CLERK

SCHEDULE A - LEASE # 4830

DATED May 30, 1986

3000: 498 PAGE 494

One (1) Walk-In Cooler, 10'x10'
One (1) Walk-In Freezer, 8'x8'
Two (2) 8' Showcases
One (1) 6' Galvanized Hood
One (1) Lobster Tank *1/2*
One (1) 6' Cutting Table
One (1) 8' Stainless Steel Table
One (1) Ice Machine (Cuber)
One (1) Ice Machine (Flaker)
One (1) Coldin 8' Display Cooler
One (1) 8' Fish Case
Two (2) Stainless Steel Crabpots
One (1) 3-Door Freezer with Glass Doors
One (1) 8-Door Reach In Cooler (4 Doors Up and 4 Doors Down)
One (1) Scale

Mailed to Secured Party

LESSEE:

Bayside Seafood

LESSOR:

National Surety Leasing, Inc.

262200

BOOK 498 PAGE 495

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 STOCKETT'S EXCAVATING AND HAULING, INC.

Address DAVID C. STOCKETT, Pres

1174 EST CENTRAL AVENUE

DAVIDSONVILLE, MARYLAND 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 NEW BRILLION PACKER MODEL MDCC180-142603

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

STOCKETT'S EXCAVATING AND HAULING, INC.

David C. Stockett
(Signature of Debtor)

PRES.

David C. Stockett
Type or Print Above Name on Above Line

IND.

David C. Stockett, Pres.

(Signature of Debtor)

Robert P. Murphy
(Signature of Secured Party)

Robert P. Murphy, Administrator

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

CR
CLERK
1966 JUN -6 AM 10:14
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

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 Creative Jazz Composers, Inc.
1240 Annapolis Rd. (Name or Names) Odenton, Md. 21113
(Address)

LESSEE _____
(Name or Names)

(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Northfield Savings & Loan
Of LESSOR (Name or Names)
1844 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

4. This financing Statement covers the following types (or items) of property:
1 - Panasonic FP1520 Copier, 1 - Panasonic FP2500P Cabinet, #IFB2558204

Mailed to Secured Party

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ()
Products of Collateral are also covered Yes () No (xx)

RECEIVED
CLERK'S OFFICE
BALTIMORE COUNTY

1986 JUN -6 AM 10:14

E. AUDREY COLLISON
CLERK

LESSEE
Creative Jazz Composers, Inc.
By: Joseph G. Carley, Jr. (Title)
(Type or print name of person signing)
By: _____ (Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: Brian G. Connelly Manager (Title)
(Type or print name of person signing)
Return to: Northfield Savings & Loan
1844 E. Joppa Rd.
Baltimore, MD 21234
Attn: Ron Jobson

118

TO BE
 NOT TO BE
 } RECORDED IN LAND RECORDS

 SUBJECT TO
 NOT SUBJECT TO

 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 37,000.00

FINANCING STATEMENT

1. Debtor(s):

1. John Vukovich
Name or Names—Print or Type
358 South Drive, Severna Park, MD 21146
Address—Street No., City - County State Zip Code

2. Linda Vukovich
Name or Names—Print or Type
358 South Drive, Severna Park, MD 21146
Address—Street No., City - County State Zip Code

3. JLV Enterprises, Inc., same address as debtors 1 & 2.
MRK Enterprises, Inc.
Name or Names—Print or Type
712 Sunrise Blvd., Prescott, Arizona
Address—Street No., City - County State Zip Code

2. Secured Party: *[Signature]*

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, good will, tradename and all other assets used in the business known as Meineke Discount Muffler, located at Parole Plaza, Forest Drive and Route 2, Annapolis, Maryland 21401.

4. If above described personal property is to be affixed to real property, describe real property.
N/A

5. If collateral is crops, describe real estate.
N/A

6. Proceeds of collateral are are not covered.
7. Products of collateral are are not covered.

DEBTOR(S): JLV Enterprises, Inc. SECURED PARTY:

BY: *[Signature]* John Vukovich, Pres
[Signature]
(Signature of Debtor)

John Vukovich MRK Enterprises, Inc.
Type or Print (Company, if applicable)

[Signature] *[Signature]*
(Signature of Debtor) (Signature of Secured Party)

Linda Vukovich Ronald Krifchin, President
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address S. Kennon Scott, Esquire, Hartman and Crain,
2661 Riva Road, Suite 810, Annapolis, MD 21401
Lucas Bros. Form F-1

[Signature] to _____

RECORDING FEE 15.00
POSTAGE .50
RECORDING FEE 109.10
TOTAL FEE 124.60

1986 JUN -6 AM 10:14
E. AUBREY COLLISON
CLERK

ATTACHMENT A

BOOK 498 PAGE 499

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, 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.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262201

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 65,000.00

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 James B. Fleck d/b/a Fleck Machine Company
Address 7177 Ridge Road, Hanover, Maryland 21078

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) new Methods Slant 1H Turning Center s/n C21906 with Fanuc IIT Control s/n 7171152; one (1) High Pressure Coolant; one (1) Parts Catcher; and one (1) Chip Conveyor.

CHECK [X] THE LINES WHICH APPLY

- 5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
[X] (Proceeds of collateral are also covered)
[] (Products of collateral are also covered)

James B. Fleck d/b/a Fleck Machine Company

Signature of Debtor: James B. Fleck owner

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

First Maryland Leasecorp

Signature of Secured Party: William R. Brown

Type or Print Above Signature on Above Line

CR CLERK

RECEIVED FOR RECORD
1986 JUN -6 AM 10: 15
E. AUBREY COLLISON
CLERK

1200 SD.

FINANCING STATEMENT FORM UCC-1

Identifying File No. 202201

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 65,000.00

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 James B. Fleck d/b/a Fleck Machine Company
Address 7177 Ridge Road, Hanover, Maryland 21078

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) new Methods Slant 1H Turning Center s/n C21906 with Fanuc IIT Control s/n 7171152; one (1) High Pressure Coolant; one (1) Parts Catcher; and one (1) Chip Conveyor.

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

James B. Fleck d/b/a Fleck Machine Company

Signature of Debtor: James B. Fleck owner

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

First Maryland Leasecorp

Signature of Secured Party: William R. Brown

(Signature of Secured Party) William R. Brown

Type or Print Above Signature on Above Line

CR CLERK

1986 JUN -6 AM 10:15

E. AUBREY COLLISON CLERK

1200 SD

1250 ARCo-CM08

BOOK 498 PAGE 501

STATE OF MARYLAND

12.50 AA Co. CM08

FINANCING STATEMENT FORM UCC-1

Identifying File No. 202203

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 85,000.00

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 James B. Fleck d/b/a Fleck Machine Company
Address 7177 Ridge Road, Hanover, Maryland 21078

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) new Matsurra Model MC-500VS 15,000 RPM, 10 H.P. High Speed Machining Center, s/n 85054985 with a Yasnac MX-2 control s/n S5607218, one (1) 490' Memory; one (1) G25 Program Copy, and one (1) Complete Enclosure.

CHECK [X] THE LINES WHICH APPLY

5. [] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

James B. Fleck d/b/a Fleck Machine Company

Signature of Debtor

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

Signature of Secured Party

William R. Brown

Type or Print Above Signature on Above Line

CR CLERK

STATE OF MARYLAND

1986 JUN -6 AM 10: 15

E. AUBREY COLLISON CLERK

Mailed to Secured Party

BOOK 488 PAGE 502

202206

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)

Horan, James & Genevieve, JIMS
3673 First Avenue
Edgewater, MD 21037

2 Secured Party(ies) and address(es)

National Union Fire Insurance
Company of Pittsburgh, PA
70 Pine Street
New York, NY 10270
Attn: Surety Department

3 Maturity date (if any):

For Filing Officer (Date, Time,
Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

All of Debtor's right, title, and interest in and
to that certain Washington Limited partnership known
as 1726 Washington, D.C. Partners.

5 Assignee(s) of Secured Party and
Address(es)

NOT SUBJECT TO REC. 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 filed into this state.
 which is proceeds of the original collateral described above in which security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented

JAMES & GENEVIEVE HORAN

By: NATIONAL UNION FIRE INSURANCE COMPANY,
PITTSBURGH, PA Atty-in-Fact

By: *Paul B. Liles*
Signature(s) of Debtor(s)

Atty-in-Fact
Title

STANDARD FORM - FORM UCC-1.

NATIONAL UNION FIRE INSURANCE COMPANY, PITTSBURGH, PA

By: ALBERT MARINER, MARIA GONZALEZ

By: *Maria Gonzalez*
Signature(s) of Secured Party(ies)

Atty-in-Fact
Title

(1) Filing Officer Copy-Alphabetical

CR
CLERK

mailed to Secured Party

RECEIVED JUN 15 1986
SHERIFF'S OFFICE
SHERIFF COUNTY, PA COUNTY

1986 JUN -6 AM 10:15

E. AUBREY COLLISON
CLERK

JAF 562540

BOOK 498 PAGE 503

1726 Washington, D.C. Partners

100 EAST 42nd STREET
SUITE 2501
NEW YORK, NEW YORK 10017
(212) 661-3440
January 8, 1986

Mr. and Mrs. James Horan
3673 First Avenue
Edgewater, MD 21037

Dear Mr. and Mrs. Horan:

You are the maker of a promissory note issued in connection with a purchase of an interest in and delivered to 1726 Washington, D.C. Partner ("D.C. Partners").

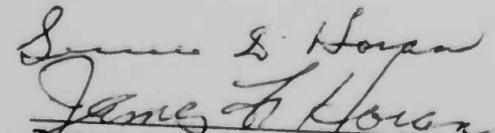
By signing the extra copy of this letter in the space provided below, you hereby irrevocably appoint Paul B. Liles, managing General Partner of Radnor D.C. Associates, which is General Partner of D.C. Partners, as your attorney-in-fact for the purpose of executing any UCC financing statements evidencing the security interest of National Fire Insurance Company of Pittsburgh, P.A. (the Surety) in your partnership interest in D.C. Partners.

It is important that you return your originally signed letter, after having it notarized on its reverse side, to the undersigned in the enclosed, self-addressed envelope, at your earliest possible convenience.

Very truly yours,

1726 WASHINGTON, D.C. PARTNERS

By: 
Paul B. Liles, General Partner


James and Genevieve Horan

PBL/mh

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 25,000.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Jane E. Daniel, M.D. Paul B. Berez, M.D.	1657 Crofton Blvd./Rt. 3 Suite 101 Crofton, MD 21114

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):
All accounts receivable, equipment and leasehold improvements now owned or hereafter acquired and all proceeds, (cash & non-cash) of such accounts, equipment and leasehold improvements.
2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:
3. Proceeds } of the collateral are also specifically covered.
 Products }
4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

E. AUBREY COLLISON
CLERK

1986 JUN -6 AM 10:59



Debtor (or Assignor)

Jane E. Daniel
Jane E. Daniel, M.D.

Paul B. Berez
Paul B. Berez, M.D.

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY *Luan Osher*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND
5 CHURCH CIRCLE
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party



12.00
175.00
.50

RECORD FEE 12.00
RECORD TAX 175.00
POSTAGE .50
JUN 6 1986

Mr. Clerk: Return to Bernstein & Feldman, P.A.
79 West Street, Annapolis, Maryland 21401

PLEASE RECORD IN THE FINANCING STATEMENT RECORDS OF ANNE
ARUNDEL COUNTY, AND WITH THE STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION.

Mail to _____

Mailed to Secured Party

BFLETTER:FINEAST

262210

TO BE RECORDED IN THE
FINANCING STATEMENT
RECORDS OF THE STATE
DEPARTMENT OF ASSESS-
MENTS AND TAXATION AND
IN THE FINANCING STATE-
MENT RECORDS OF ANNE
ARUNDEL COUNTY, MARYLAND

BOOK 498 PAGE 507

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

1. Debtor: ANNE ARUNDEL COUNTY, MARYLAND
Address: Arundel Center, Calvert & Northwest Streets
Annapolis, Maryland 21401
Attention: Director of Administration
2. Secured
Party: EQUITABLE BANK, N.A.
Address: 100 S. Charles Street
Baltimore, Maryland 21201
3. This Financing Statement covers the assignment by the Debtor to the Secured Party of the property listed in Exhibit A hereto.
4. Proceeds and products of the collateral described in paragraph 3 above are covered by the Financing Statement.

The Debtor has made the assignment of the above mentioned collateral pursuant to Resolution No. 1-86 of the County Council of Anne Arundel County, Maryland, adopted by the County Council on February 3, 1986, approved by the County Executive on February 5, 1986, and extended by Executive Order on May 5, 1986 to secure payment of the principal of, and interest on, the Debtor's \$369,000 Anne Arundel County, Maryland Economic Development Revenue Bond (Ric-Lee Corporation Project), issued on June 5, 1986 (the "Closing Date"), which bond does not constitute an indebtedness or charge against the general credit and taxing powers of the Debtor, and does not constitute or give rise to any pecuniary liability of the Debtor.

1732

RECORD FEE 17.00
STAMP .50
TOTAL 17.50
JUN 6 1986

1986 JUN -6 PM 4:31
E. AUDREY COLLISON
CLERK

Debtor:
ANNE ARUNDEL COUNTY, MARYLAND
By: Walter Chitwood
Walter Chitwood,
County Controller

Secured Party:
EQUITABLE BANK, N.A.
By: Margaret Anderson
Margaret Anderson,
Assistant Vice President

Mr. Clerk: Return to:
Paul A. Serini, Esquire
Venable, Baetjer & Howard
1800 Mercantile Bank & Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21202



EXHIBIT A

(a) All of the Debtor's right, title and interest in and to and remedies under, including all moneys payable by the Borrower to the Debtor pursuant to, the Loan and Security Agreement dated as of the Closing Date between the Debtor and Richard Tice, a Maryland resident (the "Borrower"), together with any and all modifications, alterations, amendments and supplements thereto (the "Loan Agreement"), including without limitation any and all security referred to therein, excepting, however, any rights of the Debtor or its officers or employees to payment by the Borrower or any other person on the Borrower's behalf with respect to certain expenses and indemnification under the Loan Agreement, the Deed of Trust (hereinafter defined) and any other Loan Document (as defined in the Loan Agreement) and all enforcement remedies with respect thereto.

(b) All of the Debtor's right, title and interest in and to and remedies under, including all moneys payable by the Borrower to the Debtor pursuant to, the Note dated the Closing Date evidencing the loan made pursuant to the Loan Agreement (the "Note"), that certain Assignment of Lease by the Borrower dated as of the Closing Date further securing the payment of the Note and the obligations under the Loan Agreement, that certain Individual Guaranty Agreement by Lee Tice and that certain Corporate Guaranty Agreement by Ric-Lee Corporation, each dated as of the Closing Date further securing the payment of the Note and the obligations under the Loan Agreement, and the Deed of Trust and Security Agreement (hereinafter defined), and such other documents, including (without limitation) mortgages, deeds of trust, guaranties, and security agreements securing or relating to the Loan or the bonds, and all other revenues of the Debtor attributable to the financing of a certain facility located at 224 Eighth Avenue in Glen Burnie, Anne Arundel County, Maryland (the "Facility"), including (without limitation) any moneys realized from the sale of any security for the loan evidenced and secured by the Loan Agreement; excluding, however, any rights of the Debtor or its officers or employees to payment by the Borrower or any other person on the Borrower's behalf with respect to certain expenses and indemnification under the Loan Agreement, the Deed of Trust and any other Loan Document and all enforcement remedies with respect thereto.

(c) All of the Debtor's right, title and interest in and to and remedies under the Deed of Trust and Security Agreement dated as of the Closing Date by the Borrower, covering certain property located in Anne Arundel County, Maryland described in Exhibit B hereto, which Deed of Trust and Security Agreement is recorded, or intended to be recorded, among the Land Records of Anne Arundel County, Maryland, together with any and all modifications, alterations, amendments and supplements thereto.

(d) All of the Debtor's right, title and interest in all moneys on deposit in any escrow account established pursuant to the Deed of Trust and Security Agreement.

(e) All right, title and interest in and to and remedies with respect to any and all other property of every description and nature from time to time hereafter by delivery or by writing of any kind conveyed, pledged, assigned or

57811

BOOK 498 PAGE 509

transferred, as or for additional security for the loan evidenced and secured by the Loan Agreement, by the Debtor or by anyone on its behalf or with its written consent, to the Secured Party, which is hereby authorized to receive any and all such property at any and all times to hold and apply the same subject to the terms of the Loan Agreement and any other documents executed in connection therewith.

5782I

BOOK 498 PAGE 510

Exhibit B

DESCRIPTION OF REAL PROPERTY

Those parcels of land situate in Anne Arundel County, Maryland BEING KNOWN AND DESIGNATED as Lot No. 1, as shown on the Plat entitled "Lot 1, FERNDALE BUSINESS CENTER", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book E.A.C. No. 93 folio 12 (Plat No. 4837, formerly recorded in W.G.L. No. 68 folio 47, Plat No. 3622). CONTAINING 2.00 acres, more or less.
The improvements thereon being known as No. 224 8th Avenue.

BEING the same lot of ground described in a Deed dated August 26th, 1984 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. No. 3781 folio 742, from Cromwell Farms, Inc. to Richard Alan Tice and Lee Tice, his wife.

Mail to

Paul A. Beanni

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS
OF THE STATE DEPARTMENT OF
ASSESSMENTS AND TAXATION
AND THE FINANCING STATEMENT
RECORDS AND LAND RECORDS OF
ANNE ARUNDEL COUNTY, MARYLAND

498 511

262209

NOT SUBJECT TO
RECORDATION TAX

FINANCING STATEMENT

1. Debtor: RICHARD TICE
472 Lymington Road
Severna Park, Maryland 21146
2. Secured Party: ANNE ARUNDEL COUNTY, MARYLAND
Address: Arundel Center, Calvert & Northwest Streets
Annapolis, Maryland 21401
Attention: Director of Administration
3. Assignee: EQUITABLE BANK, N.A.
Address: 100 S. Charles Street
Baltimore, Maryland 21201
4. This Financing Statement covers the property described in Exhibit A hereto.
5. The proceeds and products of the collateral described in paragraph 4 above are covered by the Financing Statement.
6. Portions of the property described in Exhibit A hereto are or may be fixtures and are located at or may be affixed to real estate and improvements described in Exhibit B hereto.

The Secured Party has made the assignment to the Assignee hereunder pursuant to Resolution No. 1-86 of the County Council of Anne Arundel County, Maryland, adopted by the County Council on February 3, 1986, approved by the County Executive on February 5, 1986, and extended by Executive Order on May 5, 1986, to secure payment of the principal of and interest on the Secured Party's \$369,000 Anne Arundel County, Maryland Economic Development Revenue Bond (Ric-Lee Corporation Project), issued on June 5, 1986 (the "Closing Date"), which bond does not constitute an indebtedness or charge against the general credit and taxing powers of the Secured Party, and does not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:

Richard Tice
Richard Tice

Secured Party:

ANNE ARUNDEL COUNTY, MARYLAND

By: Walter Chitwood
Walter Chitwood,
County Controller

EQUITABLE BANK, N.A.

By: Margaret Anderson
Margaret Anderson,
Assistant Vice President

1986 JUN -6 PM 4:31

AUDREY COLLISON
CLERK

CR
CLERK

5782I

BOOK 498 PAGE 512

Mr. Clerk: Return to:
Paul A. Serini, Esquire
Venable, Baetjer & Howard
1800 Mercantile Bank &
Trust Building
2 Hopkins Plaza
Baltimore, Maryland 21201

EXHIBIT A

(a) The interest of the Debtor in any and all fixtures, fittings, materials, appliances, apparatus, equipment, machinery, furniture and furnishings, decorations, chattels and articles of personal property of every kind, nature, and description, including but not limited to replacements thereof, now or hereafter attached to or installed or located in the premises subject to the Deed of Trust and Security Agreement by Richard Tice, a Maryland resident, dated as of the Closing Date (the "Deed of Trust"), which premises are described in detail in Exhibit B hereto, or which the Debtor now or hereafter owns or now or hereafter uses in connection with said premises, as improved or to be improved, and without limiting the generality of the foregoing, also all building materials, floor coverings, lighting, flood lighting, heating, ventilating, air conditioning, plumbing fixtures and equipment and systems, water and power systems and equipment, burglar alarms and security systems, engines, boilers, motors, machinery, ranges, furnaces, oil burners or units, sprinkling and other fire prevention or extinguishing apparatus and equipment, incinerating equipment and systems and maintenance equipment, communication systems, dynamos, transformers, gas and electrical equipment, storm and screen windows and doors, awnings, screens, shrubbery, plants, shades, and storm sashes, and other similar property located on, installed in, attached to, or used in connection with, the premises subject to the Deed of Trust, and all alterations, additions, accessions and improvements thereto.

Unless specifically designated otherwise, the premises and all other items and property described in the preceding paragraph, together with all alterations, additions, accessions and improvements thereto, substitutions therefore and renewals and replacements thereof, shall be herein referred to collectively as the "Property."

(b) The interest of the Debtor in any and all rights of way, riparian rights, licenses, easements, tenements, hereditaments, appurtenances and accessions now or hereafter attached to or located on the premises subject to the Deed of Trust, which premises are described in detail on Exhibit B hereto.

(c) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Property or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to or decrease in value of the Property or part thereof (all the foregoing being hereinafter sometimes referred to collectively as the "Condemnation Award," or singularly a "Condemnation Award").

57821

(d) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

(e) The interest of the Debtor in all of rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease, franchise, contract right, right of action, general tangible or agreement pertaining thereto and right, title and interest of the Debtor in and to, and any remedies under, any and all leases and subleases of the Property, or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable, and general intangibles growing out of or in connection with such lease and subleases, together with all proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(f) The interest of the Debtor in all sums on deposit from time to time in any escrow account established pursuant to the Deed of Trust.

5782I

BOOK 498 PAGE 515

Exhibit B

DESCRIPTION OF REAL PROPERTY

Those parcels of land situate in Anne Arundel County, Maryland BEING KNOWN AND DESIGNATED as Lot No. 1, as shown on the Plat entitled "Lot 1, FERNDALE BUSINESS CENTER", which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book E.A.C. No. 93 folio 12 (Plat No. 4837, formerly recorded in W.G.L. No. 68 folio 47, Plat No. 3622). CONTAINING 2.00 acres, more or less.
The improvements thereon being known as No. 224 8th Avenue.

BEING the same lot of ground described in a Deed dated August 26th, 1984 and recorded among the Land Records of Anne Arundel County in Liber E.A.C. No. 3781 folio 742, from Cromwell Farms, Inc. to Richard Alan Tice and Lee Tice, his wife.

Paul A. Serini

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$252,300.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: , 1986

FINANCING STATEMENT

1. Debtor: Address:
REGENCY HOMES CORPORATION 2444 Solomon's Island Road,
Suite E,
Annapolis, Maryland 21401
2. Secured Party: Address:
FAIRVIEW FEDERAL SAVINGS 9151 Baltimore National Pike
& LOAN ASSOCIATION Ellicott City, Maryland 21043
3. This Financing Statement covers:
 - (a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and
 - (b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and
 - (c) all building materials and equipment now or

CR
CLERK

1986 JUN -9 AM 11:09

S. ALBERTY COLLISON
CLERK

hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and DONALD L. MISKELLY, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral are covered hereunder.
6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

REGENCY HOMES CORPORATION

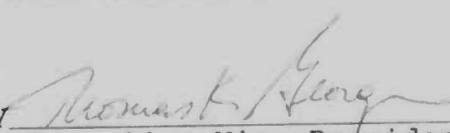
By


CHRISTOPHER HILL Chairman

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION

By


Executive Vice-President

RHCFS748.176 V-1

SCHEDULE A

Being known and designated as Lots 50 through 68, inclusive, in Block B, as shown on the Plat entitled "BOULEVARD PARK ON THE MAGOTHY", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 13, folio 36; such lots also being known and designated between the parties hereto as Lots 1, 2, 3 and 4. Lot 1, being lots 50 through 54, Lot 2, being lots 55 through 59, Lot 3, being lots 60 through 64 and Lot 4 being lots 65 through 68.

Mailed to Secured Party

FINANCING STATEMENT

262213

to be filed in the Financing Statement Records of Anne Arundel County

NO RECORDATION TAX NECESSARY

NAME OF DEBTOR:

J. Richard Breen

ADDRESS:

215 Saint Andrews Road
Severna Park, Maryland 21446

NAME OF SECURED PARTY

CentraBank, Inc.

ADDRESS OF SECURED PARTY

201 North Charles Street
Baltimore, Maryland 21201

Attn: Gust A. Lenglet

This Financing Statement covers the following items of property;

- A. All rights and interests of Debtor, now existing or hereafter created or acquired, in the Buy-Back Agreement of even date herewith by and between the Debtor and Jiffy Lube International, Inc.
- B. Proceeds of the above-described collateral.

Debtor:

Dated: JUNE 4, 1986

J. Richard Breen
J. Richard Breen

RECEIVED FOR RECORD
CREDIT COURT, ANNE ARUNDEL COUNTY

Mailed to Secured Party

1986 JUN -9 AM 11:09

E. AUBREY COLLISON
CLERK



BOOK 498 PAGE 520

262213

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)

Comdisco, Inc.
6400 Shafer Court
Rosemont, IL 60018

2 Secured Party(ies) and address(es)

Great Western Credit
Corporation
5270 Niel Road
Reno, Nevada 89502

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

NOT SUBJECT TO RECORDATION TAX

GW #1621155-054

Specific Inventory of the Debtor, wherever located, as described on the attached exhibits leased by Debtor under Master Agreements of Lease of various dates (see attached) with respect to which financing has been provided by Secured Party to Debtor from time to time including all substitutions, additions and replacements thereto, together with all rental payments, insurance proceeds, other proceeds and payments due and to become due arising from or relating to the Equipment or the Master Agreements of Lease with the various Lessees' as stated per the attached exhibits.

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:

ANNE ARUNDEL COUNTY, MD

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered. No. of additional Sheets presented

COMDISCO, INC.

GREAT WESTERN CREDIT CORPORATION

By: M. E. Calabrese
Signature(s) of Debtor(s)

maz
Title

By: Patricia L. Hockley
Signature(s) of Secured Party(ies)

VP
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

RECEIVED FOR RECORD
CLERK ANNE ARUNDEL COUNTY

1986 JUN -9 AM 11:09

E. AUBREY COLLISON
CLERK



COMDISCO[®] CORPORATE LEASE LINE

INTERIM EQUIPMENT SCHEDULE to the MASTER AGREEMENT OF LEASE (No. M00183-E2) dated as of February 10, 19 84 (the "Lease").

LESSEE: Marshall's, Inc. LESSOR COMDISCO, INC. PAYING AGENT First Security Bank of Utah, N.A.
 Address for Invoicing: 30 Harvard Mill Square Address for Notices: Address for Remittances:
P.O. Box 1000-34 6400 Shafer Court P.O. Box 31822
Wakefield, MA 01880 Rosemont, Illinois 60018 Salt Lake City, Utah 84131
 Attention: Lease Accounting Administrator Attention: Lease Line Attention: Remittance Processing Department
 Telephone No. (617) 721-3248 Telephone No. (312) 698-3000
 Lessee Reference No.: _____ (if any, P.O. No. for example)

1. ITEMS OF EQUIPMENT

The Lessee hereby represents and warrants that each item of Equipment set forth and described below constituting the Equipment of this Interim Equipment Schedule, is new or used per the box checked below, has been delivered to the location indicated below, tested and inspected by the Lessee, found to be in good order and has been accepted as an item of Equipment under the Lease, all on the Commencement Date. All initially capitalized terms shall have the meaning assigned to them in the Lease and this Interim Equipment Schedule. Lessor and Lessee agree that this Interim Equipment Schedule is effective from the Commencement Date hereof and shall remain in force until the expiration of the Initial Term unless extended pursuant to the terms of the Lease. Upon execution by Lessee, this Equipment Schedule shall constitute a Lease of the Equipment set forth herein in accordance with the terms of the Master Lease.

2. EQUIPMENT DESCRIPTION

Location: See Attachment (s) In City Limits Yes No
 Street _____ City _____ County _____ State _____ Zip _____
 Administrative Contact: Cindy Celata Telephone No.: (617) 721-3248
 Multiple Location: Yes No (If yes, complete "Continuation Attachment" to show separate locations.)
 Manufacturer: NCR & Rikal

ITEM NO.	QTY.	MACHINE TYPE	MODEL FEATURE	DESCRIPTION	SERIAL NO.	LESSOR'S COST
				See Attachment (s)		
				Store #'s: 219, 245, 291, 292, 275, 264, 261, 243	274, 271,	

NEW EQUIPMENT - ITC TO LESSOR

NEW EQUIPMENT - ITC TO LESSEE

USED EQUIPMENT

APPLICABLE SALES OR USE TAX \$ _____
 (payable upon purchase)

TOTAL LESSOR'S COST \$ 414,494.70
 (include total(s) from all Continuation Attachments)

3. SALES/USE TAX: Will Sales or Use Tax be payable on rentals hereunder? Yes No (If no, attach direct pay permit or exemption certificate)
 4. QUARTERLY RENT: \$ 27,208.26 (6.56420 % of Lessor's cost) 5. INITIAL TERM: 57 months

6. REPRESENTATIONS BY THE LESSEE

- (A) No Event of Default or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default has occurred and is continuing.
 (B) There has been no material adverse change in the Lessee's financial condition from the date of the Lease.
 (C) Lessee hereby reaffirms all of the representations, warranties and covenants made by Lessee under the Lease and reaffirms all the terms and conditions of the Lease with respect to the Equipment leased hereunder.

7. PURCHASE DOCUMENTS

Attached hereto are complete purchase documents, including invoices, with respect to the Equipment (or such documents have been previously delivered to Lessor).

8. COMMENCEMENT DATE: December 2, 1985 (Term Start: January 1, 1986)

Marshall's, Inc.
 LESSEE (COMPANY NAME)

By: _____

Name: MR IRWIN COHEN

Title: VICE PRESIDENT/TREASURER

PLEASE SIGN ALL THREE COPIES.

16 APR 86 10:27

CLL-6 (Rev. 7/84)

LESSOR'S COPY - PLEASE RETURN
 SECURED PARTY ORIGINAL

18-SL04051-00

CLL EQUIPMENT LISTING

LOCATION ADDRESS
MARSHALLS INC

LOCATION NUMBER 05469761

152 JENNIFER RD
ANNAPOLIS MD 214010

*Attention
next*

LINE NUMBER	MACH TYPE	MODEL FEATURE	DESCRIPTION	SERIAL NUMBER	N U	MANF CD	LESSORS COST	RENT COS
114	001	2152	1090	10TERMINAL	16195734	F NCR	2895.00	77.45 190
115	001	2152	1090	10TERMINAL	16194111	F NCR	2895.00	190
116	001	2152	1090	10TERMINAL	16194112	F NCR	2895.00	190
117	001	2152	1090	10TERMINAL	16194113	F NCR	2895.00	190
118	001	2152	1090	10TERMINAL	16194114	F NCR	2895.00	190
119	001	2152	1090	10TERMINAL	16194115	F NCR	2895.00	190
120	001	2152	1090	10TERMINAL	16194116	F NCR	2895.00	190
121	001	2152	1090	10TERMINAL	16194117	F NCR	2895.00	190
122	001	2152	1090	10TERMINAL	16195780	F NCR	2895.00	190
123	001	2152	1090	10TERMINAL	16195773	F NCR	2895.00	190
124	001	2152	1090	10TERMINAL	16194120	F NCR	2895.00	190
125	001	2152	1090	10TERMINAL	16194121	F NCR	2895.00	190
126	001	2152	1090	10TERMINAL	16194122	F NCR	2895.00	190
127	001	2152	K200	10PERIPHERAL PD (QTY 0013)		F NCR	2015.00	53.90 130
128	001	2189	9090	10CASH DRAWER (QTY 0013)		F NCR	.00	-
129	001	2191	0101	1040 COL JOUR F (QTY 0013)		F NCR	5525.00	47.81 360
130	001	2192	0302	1040 COL RECPT (QTY 0013)		F NCR	5525.00	47.81 360
131	001	2193	0401	1040 COL SLIP F (QTY 0013)		F NCR	6825.00	82.59 440
132	001	SFWR	B289	10STORES I-SOFT (QTY 0013)		U NCR	2600.00	29.57 70
133	001	MISC		10DISTRIBUTION 1001337624		F NCR	738.73	19.76 40
134	001	0750	0101	10JUNCTION BOX (QTY 0002)		F NCR	300.00	8.03 10
135	001	0751	0600	10CONCENTRATOR 16217850		F NCR	2850.00	76.25 180
136	001	0751	K001	10ADD'L PORT		F NCR	800.00	21.40 50
137	001	0761	0751	10DIGITAL CASSE 16228324		F NCR	1300.00	34.78 80
138	001	1114	C020	10CB751 CABLE		F NCR	100.00	2.68
139	001	2151	K300	10AUDIO CASSETT		F NCR	340.00	9.10 20
140	001	MISC		10DISTRIBUTION 1001333743		F NCR	163.14	4.36 10
141	001	1401	C074	10COMM CABLE		F NCR	54.00	1.45
142	001	1401	C176	10PRINTER CABLE		F NCR	13.00	.35
143	001	2191	2301	10JOURNAL PRINT		F NCR	425.00	11.37 20
144	001	2950	7100	10GENL TERMINAL 16183475		F NCR	4025.00	107.68 260
145	001	2950	F328	10BOOT ROM BYSI		F NCR	.00	-
146	001	6097	F002	102MB FLEX DISK 15693989		F NCR	3375.00	90.29 220
147	001	SFWR	D101-006	10MRX OPER SYST		U NCR	185.00	4.95 10
148	001	MISC		10DISTRIBUTION 1001333734		F NCR	113.39	3.03
149	001	MEMORY 64K	10	(QTY 0013)		F NCR	2730.00	73.04 170
150	001	VOLTLN REGULAR	10	(QTY 0013)		F RIKL	2925.00	78.25 190
151	001	VOLTLN 2950	10			F RIKL	225.00	2.02 10

LOCATION TOTALS: 80,787.26 5,30

5.0% MD Tax

Mailed to Secured Party

262214

BOOK 498 PAGE 523

RECORD FEE 11.00
POSTAGE
JUN 9 1986

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

(1) Debtor(s) (Last Name First) and Address(es): Eastern Disposal, Inc. P.O. Box 167 Annapolis, Md. 21404	(2) Secured Party(ies) (Name(s) And Address(es)): Retreading Equipment, Inc. P.O. Box 668667 Charlotte, NC 28266	No. of Additional Sheets Presented:
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). <small>If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).</small>	(4) Assignee(s) of Secured Party, Address(es): NCNB 525 N. Tryon Street Charlotte, NC 28255	For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.
1 450-22 Tire Chamber, 240 volt 3 phase s/n 1530486
1 3/4 h.p. Vacuum pump & manifold

The financing statement is not subject to recordation tax

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) [Signature]
(By) Eastern Disposal, Inc.
Standard Form Approved by N.C. Sec. of State

Secured Party(ies) [or Assignees]
Retreading Equipment, Inc.
(By) [Signature] President
Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

UCC-2

STATE OF NORTH CAROLINA
1986 JUN -9 AM 11:10
AUBREY COLLISON
CLERK

Mailed to Secured Party

262215

The name of CIT Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any reference herein to "CIT Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) Not to Be Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Pinkard, William R. Jr. 7955 Freetown Road Glen Burnie, MD 21061 Anne Arundel County	Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093	
XXXXXXXXXXXXXXXXXXXX Assignee or Secured Party CIT Corporation	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small> One (1) 1986 Marmon 57P Truck S/N 1JUCEB185G1000368 One (1) New 14' R & S Dump Body S/N 86040547		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>William R. Pinkard Jr.</u> By <u><i>William R. Pinkard Jr.</i></u> Title <u>owner</u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>WILLIAM R. PINKARD</u> <small>Type or print name(s) of person(s) signing</small>	Secured Party <u>The CIT Group/Equipment Financing, Inc.</u> By <u><i>W. V. Zachary</i></u> <u>AVP</u> <u>SV ZACHARY</u> <small>Type or print name of person signing</small>	<div style="border: 1px solid black; padding: 5px; width: fit-content;"> RECEIVED FOR RECORD 1986 JUN -9 AM 11:10 E. AUBREY COLLISON CLERK </div>

Mailed to Secured Party

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) Knight's Trucking, Inc. PK 461 Oakton Road Odenton, Anne Arundel, MD 21113		Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093
XXXXXXXXXXXXXXXXXXXX CIT CORPORATION		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small>		
One (1) 1986 Marmon 57P Dump Truck S/N 1JUCEB188G1000485 One (1) New 14' Montone Aluminum Dump Body S/N 8625124		
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>Knight's Trucking, Inc. PK</u>		Secured Party <u>The CIT Group/Equipment Financing, Inc.</u>
By <u>Paul Knight</u> Title <u>Pres</u>		By <u>CMK Schmidt</u> <u>Asst VP</u>
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>PAUL KNIGHT</u>		<u>CMK SCHMIDT</u>
Type or print name(s) of person(s) signing		Type or print name of person signing

RECORD FEE 12.00
 MORTGAGE 50
 2024 CT 201 10458
 28 9 28

RECEIVED FOR RECORD
 COURT CLERK'S OFFICE

1986 JUN -9 AM 11:10

LAUREY COLLISON
 CLERK



Mailed to Secured Party

Clerk of the Circuit Court
Anne Arundel County
P.O. Box 71
Annapolis, Maryland 21404

BOOK 498 PAGE 526

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: 258131 _____;

Record Reference: Liber 488 _____ Folio 584 _____;

Date of Filing: August 26, 1985

- 2. The name(s) and address(es) of the Debtor(s) is(are):

Name of Debtor

Address

World Imported Auto Parts, Inc.

8578 Laureldale Drive
Laurel, Maryland 20707

- 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

Mailed to Secured Party

Dated: May 13, 1986

THE CITIZENS NATIONAL BANK

Name of Secured Party

Marilyn F. Horton
Assistant Vice President

Signature of Secured Party

Marilyn F. Horton

Type or Print (Include Title if Company)

CR
CLERK
1986 JUN -9 AM 11:10
E. AUBREY COLLISON
CLERK

1000

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. 254010 recorded in
Liber 478 Folio 187 on 9-26-84 at Anne Arundel County
Date Location

1. DEBTOR(S):

Name(s) Annapolis Professional Pharmacy, Inc
Address(es) 703 Giddings Avenue, Annapolis, Maryland 21401

2. SECURED PARTY:

Name Maryland National Bank
Address 1713 West Street, 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.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank
By Maureen Konschnik
Maureen Konschnik, Assistant Vice President
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)
Type name of each signature and if Company,
type name of Company and Name and Title of
Authorized Signer.

10 EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST.
BALTIMORE, MARYLAND

1985 JUN 10 AM 10:29
E. J. 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.
- 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) _____
 Annapolis Professional Pharmacy, Inc. 703 Giddings Avenue, Suite L-1
 Annapolis, Maryland 21401-1411

6. Secured Party _____ Address _____
 Equitable Bank, National Association 100 South Charles Street
 Attention: Barbara Wykoski Baltimore, Maryland 21201
 Bank Officer

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions 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
 ANNAPOLIS PROFESSIONAL PHARMACY, INC. _____ (Seal)
 by Michael C. Roberts, President _____ (Seal)
 Michael C. Roberts, 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

RECEIVED FOR RECORD
 CLERK COURT, ANNE ARUNDEL COUNTY

1986 JUN 10 AM 10:29

E. AUBREY COLLISON
 CLERK

Mailed to Secured Party

RECORDED
 POSTAGE
 11.00
 50
 JUN 10 1986

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ 98.00 on Principal Amount of \$ 14,000.00 enclosed/~~XXXXXXXXXX~~ (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: Gary ~~W~~ Hill and Margaret A. Hill T/A Sociable Intentions Printing
(Name or Names)
4600 Mountain Road Pasadena, MD 21122
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2 SECURED PARTY: Union Trust Company of Maryland
(Name or Names)
Commercial Finance Division P.O. Box 22497 Baltimore, MD 21203
(Address)

3 ASSIGNEE (if any) of SECURED PARTY: _____
(Name or Names)

(Address)

4 This Financing Statement covers the following types (or items) of property:

- One (1) 1250 W Multi Offset Press s/n: 378241 w/T51 Color head
- One (1) Mitsubishi Silver Master Platemaker-Model CP505 s/n: 9434
- One (1) Canon 500 AF Copy Machine s/n: 0T601085 w/15 bin sorter, 2000 sheet paper deck and cabinet.

Including all present and future attachments and accessories.

RECORDATION TAX HAS BEEN PAID TO THE CLERK OF ANNE ARUNDEL COUNTY, MD
AMOUNT PAID \$98.00

5 The above described goods are affixed to, or are to be affixed to the following described real estate:



1986 JUN 10 AM 10:29
 CLERK
 COLLISION

- 6 Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

DEBTOR(S): Gary ~~W~~ Hill and Margaret A. Hill T/A Sociable Intentions Printing
 By: *Gary W Hill* *Margaret A Hill*
(Type or print name of person signing)

SECURED PARTY: Union Trust Company of Maryland
 By: *Mananna K Bucci, CFO* *Manianne K Bucci, CFO*
(Type or print name of person signing)

By: *Margaret A Hill*
Margaret A. Hill
(Type or print name of person signing)

Return To: Union Trust Company of Maryland
Commercial Finance Division P.O. Box 22497 Baltimore, MD 21203
 Attn: T0506

1398 50

Mailed to Secured Party



262213

BOOK 498 PAGE 530

COPY FOR FILING

FINANCING STATEMENT

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 125,606.05
- To Be Recorded in Land Records (For Fixtures Only). Record in Anne Arundel Co.

NAME	ADDRESS
1. Debtors(s) (or assignor(s)) Bengtson, DeBell, Elkin & Titus, P.C.	No. Street City State 2600 Cabover Drive Hanover, MD 21076 Suite A
	<u>11229 Lockwood Drive, Silver Spring, MD 20901</u>
2. Secured Party (or assignee) SOVRAN BANK / MARYLAND	<u>6610 Rockledge Drive, Bethesda, MD 20817</u>

3. This Financing Statement covers the following types (or items) of property:

All of the equipment and property of the Debtor described on Schedule A attached hereto together with all parts, alterations, attachments, additions, accessories, improvements, replacements and accessions thereto.

RECORD FEE 17.00
 STATE 5.00
 COUNTY 1.00
 TOTAL 23.00
 JUN 10 1986

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

RECORDED
 JUN 10 1986 AM 10:29
 AUBREY COLLISON
 CLERK

Secured Party: SOVRAN BANK / MARYLAND

Debtor(s) or Assignor(s): Bengtson, DeBell, Elkin & Titus, P.C.

By: David A. Wood, Jr. John T. DeBell, President

Type Name David A. Wood, Jr.

Title Vice President

Type or Print Name and Title of Each Signature

I certify under Penalty of Perjury that Recordation Tax in the amount of \$ 414.50 was paid to the State of Maryland.

Steven Rolhi
Authorized Signature

Mailed to Secured Party

498 530 A

One (1)	Thorpe Smith Electronic Distance Meter
One (1)	SESCO Kern Alidade Tripod & Board #109459
Four (4)	Nova-Blue Drafting Tables
One (1)	SESCO Lietz Automatic Level and Tripod #55624
One (1)	SESCO Pentax Transit
One (1)	RWE Universal Survey System Plotter Software Module
One (1)	RWE Hydraulics/Hydrology System for Televideo TS803 Computer
One (1)	DMP-4Z HILOT Plotter with Stand Serial #C128380-10067
One (1)	Televideo 803 Terminal Serial #83110356G
One (1)	8" Portaprobe with 2" increments #MC-1-82
One (1)	Pentax Transit Serial #N412719
Two (2)	Schonstedt Locators
Two (2)	Memorywriter Typewriters Model 625 Serial #C80-230873 and Serial #C80-230657
One (1)	Canon 500 AF Copier Serial #CT602680
One (1)	Canon Sorter III Serial #HO 231923
One (1)	NFC 7710 Printer Serial #5420625047
One (1)	Sheet Feeder Serial #M104044
One (1)	Xerox 1035 Copier Serial #531-146019
One (1)	1000171-01 Serial Asynch Controller, 4 port
One (1)	1000031-01 256KB Memory Board
One (1)	1000091-01 FIS 1000 Intelligent Workstation
One (1)	1000633-09 FIS male to male cable, 50'
Two (2)	1000440-02 IDS Prism 132 (150/200 cps) printer
One (1)	1000177-01 Single-user to multiuser OpSys
One (1)	1000179-01 Business BASIC Interpreter
One (1)	1000201-01 Multiplan
One (1)	1000193-01 BAS Accounts Receivable
One (1)	1000195-01 BAS Accounts Payable
One (1)	1000198-01 General Ledger BAS
One (1)	1000196-01 BAS Payroll
One (1)	Uninterruptible Power Supply System
Two (2)	Televideo TS803 Computers, Serial #83080041G and Serial #8380049G
Two (2)	Okidata 83A Printers, Serial #132905 and Serial #212916
Two (2)	Cables
One (1)	Master Data Disk
One (1)	Televideo TS803 Computer
One (1)	Okidata 82A Line Printer
One (1)	Televideo Computer Model 803
One (1)	Microline Okidata Printer, Model 82A
One (1)	256K Fortune System Memory Board

Schedule A

- One (1) Fortune System Work Station
- One (1) Fortune Idol Data Base Management System
- One (1) Fortune 3216 System 20, Model 1001028-02 Serial #542028429T, 8210 NEC7710

- One (1) CPU Serial #CP4797 ID #1000044-10
- One (1) Portaprobe Unit Serial #M12114659 and Hoegantogler Air Master
- One (1) Encore Key Service Unit Telephone System Equipment including the following:
 - Two (2) 4-Port C.O. Line Cards
 - Two (2) 8-Port Station Line Cards
 - Fourteen (14) Tel/24
 - One (1) Tel/24 with SPU
- One (1) Encore Key Service Unit Telephone System Equipment including the following:
 - Two (2) 4-Port C.O. Line Cards
 - Two (2) 8-Port Station Line Cards
 - Thirteen (13) Tel/24

Following list of telephone system equipment, accessories, and associated equipment:

- One (1) 14 x 48 Key Service Unit Model K21000
- One (1) Central Processor Unit Model K21020
- Four (4) C.O. Line Cards Model K21023
- Eight (8) Station Line Card Model K21021
- One (1) Paging Adaptor Model K21007
- One (1) 24 Button Telephone Model K21102
- Seven (7) 16 Button Telephones Model K21102
- One (1) 8 Button Telephone Model K21100
- One (1) Direct Station Selector Model K21105
- Fourteen (14) Single Line Telephones Model K21104
- One (1) Speakerphone Model K21031
- One (1) Dialer Model K21103
- Four (4) Long Coil Cords Model K21051
- Six (6) Wall Mount Kits Model K21049
- One (1) Power Transfer Unit Model K21006
- One (1) Gateway Station Line Card
- One (1) Single Line phone (Gateway)
- One (1) Station Line Card (Gateway)
- One (1) Single Line Telephone (Gateway)
- One (1) Eight Button Telephone (Gateway)
- Three (3) Gateway Tel-1 Model K21104
- One (1) Tel-8 Model K21100
- Two (2) LC-1418
- One (1) System Speeddialer
- One (1) KJ11-C
- One (1) Encore Key Service Unit
- Two (2) 24 Button Speakerphones

498 530 C

Schedule A

Page 3 of 3

Seven (7)	5 Button Telephones
One (1)	Encore 6/16 KUS and all associated equipment
Two (2)	Xerox Copiers Serial #769-043130 and Serial #714-064404

Miscellaneous survey equipment and radios

Secured Party: Sovran Bank/Maryland

Debtor: Bengtson, DeBell, Elkin & Titus, P.C.

By: *David A. Lopez Jr.*
David A. Lopez Jr.
Vice President

By: *J. S. DeBell*
J. S. DeBell, President

Mailed to Secured Party

3982S

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. \$ NONE

If this statement is to be recorded in land records check here.

"NOT SUBJECT TO RECORDATION TAX"

This financing statement Dated May 21, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thos. Somerville Company
Address 4900 6th Street, N.E., Washington, D.C. 20011

2. SECURED PARTY

Name Sovran Leasing Corporation
Address 1510 Willow Lawn Drive, PO Box 8765
Richmond, Virginia 23228

Person And Address To Whom Statement Is To Be Returned 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 #66015

New IBM Computer Equipment more particularly described on the Schedule of Equipment attached hereto. PLUS ALL ATTACHMENTS THERETO.

The equipment will become property of the Debtor after full payment of all rent.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

THOS. SOMERVILLE COMPANY

(Signature of Debtor)

Patrick J. McGowan, Director of Finance
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SOVRAN LEASING CORPORATION

(Signature of Secured Party)

William N. Smith, Jr. - SVP
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED BY FILING OFFICE
ANNE ARUNDEL COUNTY
1986 JUN 10 AM 10:29
E. AUBREY COLLISON
CLERK

200010

SCHEDULE OF EQUIPMENT
THOS. SOMERVILLE COMPANY

Lease #66015
QUANTITY

EQUIPMENT DESCRIPTION

Page 1 of 1
SERIAL NUMBERS

Thomas Somerville Co.
28 Gwyns Mill Court
Owings Mills, MD 21117
Baltimore County

1 IBM Model 5291-200 Display Station

ET982

Thomas Somerville Co.
15901 Somerville Drive
Rockville, MD 20855
Montgomery County

2 IBM Model 5291-200 Display Stations

EP968
EP974

Thomas Somerville Co.
2349 Solomons Island Road
Annapolis, MD 21402
Anne Arundel County

2 IBM Model 5291-200 Display Stations

EQ236
EQ231

Thomas Somerville Co.
Route 4, Box 266 Cathell Road
Berlin, MD 21811
Worchester County

1 IBM Model 5291-200 Display Station

EP978

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.

052250

This financing statement Dated 4/24/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Primedical, Inc.

Address 2661 Riva Road, #610, Annapolis, MD 21401 and addresses in Exhibit A attached

2. SECURED PARTY

Name Allied Investment Corporation f.b.o. Debenture Holders

Address 1625 Eye Street, N.W., Suite 603, Washington, D.C. 20006

Attention: Niki Lilienthal

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

Furniture, fixtures, machinery, equipment, (excluding titled motor vehicles), inventories (raw materials, work-in-progress, finished goods and supplies), accounts receivable, contract rights, and all tangible and intangible assets now owned or later acquired, whether or not purchased with loan proceeds, and all proceeds and products thereof, located at the above address or elsewhere.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Stanford G. Ellsworth
(Signature of Debtor)

Stanford G. Ellsworth
Type or Print Above Name on Above Line
President

Primedical, Inc.
(Signature of Debtor)
Type or Print Above Signature on Above Line

David G. [Signature]
(Signature of Secured Party)

Allied Investment Corporation
Type or Print Above Signature on Above Line

Mailed to Secured Party



1986 JUN 10 AM 10:29
AUBREY COLLISON
CLERK

EXHIBIT A

203X 498 532 A

PRIMEDICAL, INC.
530 College Parkway
Annapolis, MD 21401

PRIMEDICAL, INC.
South Dale Square
Suite 104
South Ritchie Highway
Pasadena, MD 21122

Mailed to Secured Party

262251

BOOK 408 PAGE 533

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)

Maxwell, Carol Ann
Maxwell, Terry Wayne
Deep Run M.H. Park
6551 Old Waterlou Rd.
Halethorpe, Md. 21120

2 Secured Party(ies) and address(es)

Chesapeake M.H. Sales of Laurel, Inc.
10039 N. Second Ave.
Laurel, Md. 20707

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

1986 Holly Park, Forest Park, 70x14, Mobile Home, Serial # 01FP15704

Together with all appliances, equipment, accessories, parts & accessions thereon & thereto all substitutions, replacements or additions therefore, & all proceeds thereof, all as more fully described in the Manufactured Home Retail Installment Sale Agreement between debtor & secured party.

Air Cond- K02860516
Washer= C61571730
Dryer MG1921140
Steps, Anchors, Skirting

5 Assignee(s) of Secured Party and Address(es)

All Valley Acceptance Co.
P.O. Box 668
Uniontown, Pa. 15401

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

Carol Ann Maxwell Terry Wayne Maxwell All Valley Acceptance Co.

By: Carol Ann Maxwell
Signature(s) of Debtor(s)

Title

By: [Signature]
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Mailed to Assignee



RECEIVED FOR RECORD
OFFICE OF REGISTERED CLERK

1986 JUN 10 AM 10:29

E AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 498 PAGE 531

262252

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 238520

RECORDED IN LIBER 439 FOLIO 102 ON June 24, 1981 (DATE)

1. DEBTOR

Name A. J. Miller's Appliance, Inc.
2152C Defense Highway
Address Crofton, MD 21114

2. SECURED PARTY

Name WESTINGHOUSE CREDIT CORPORATION
1740 E. Joppa Road
Address Baltimore, Maryland 21234

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>AMENDMENT</p>

This amendment to correct Debtor's address to read:
1151 Rt. 3 North, Crofton Station Shopping Center, Gambrills, MD 21054.

Also, to correct Secured Party's address to read:
2000 Oxford Drive, Suite 200A, Bethel Park, PA 15102.

J. F. CLERK

1986 JUN 10 AM 10:30

AUBREY COLLISON CLERK

DEBTOR:

SECURED PARTY:

A. J. Miller's Appliance, Inc.

W. E. Haughey
(Signature of Debtor)

W. E. Haughey, President of Corporation

Type or Print Above Name on Above Line

WESTINGHOUSE CREDIT CORPORATION

Thomas E. McCabe
(Signature of Secured Party)

Thomas E. McCabe
Type or Print Above Name on Above Line

mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 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 Circle Machine Service, Inc.

Address 6305 Carolina Avenue Glen Burnie, Maryland 21061

2. SECURED PARTY

Name W. C. Burroughs & Associates, Inc.

Address 7146 Montevideo Road Jessup, Maryland 20794

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 Secured Party
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Boulevard
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)

Circle Machine Service, Inc.

D.E. Brierly, Jr. (Signature of Debtor)

Type or Print Above Name on Above Line

D.E. Brierly, Jr., President

(Signature of Debtor)

Type or Print Above Signature on Above Line

W. C. Burroughs & Associates, Inc.

Dorothy A. Burroughs (Signature of Secured Party)

(Signature of Secured Party)

Dorothy A. Burroughs, Sec/Treas.
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
1986 JUN 10 AM 10:30
E. AUGREY COLLISON
CLERK

Mailed to Assignee

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 June 3, 1986, between W. C. Burroughs & Associates, Inc., as Seller/Lessor/Mortgagee and Circle Machine Service, Inc. 6305 Carolina Avenue Glen Burnie, Maryland 21061 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (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 \$ 9,243.84 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 3rd day of June, 19 86

W. C. Burroughs & Associates, Inc. (SEAL)
(Seller/Lessor/Mortgagee)
By [Signature]

CLERK'S NOTATION
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CA 15A

CONDITIONAL SALE CONTRACT NOTE

BOOK 498 PAGE 537

TO: W. C. Burroughs & Associates, Inc. FROM: Circle Machine Service, Inc.
7146 Montevideo Road Jessup, MD 20794 6305 Carolina Avenue Glen Burnie, MD 21061

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Items. Includes items like CASH SALE PRICE, DOWN PAYMENT, UNPAID BALANCE, INSURANCE, and CONTRACT PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 6305 Carolina Avenue Glen Burnie Anne Arundel Co. 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 Nine thousand two hundred forty three and 84/100 Dollars (\$ 9,243.84)

being the above indicated Contract Price (hereinafter called the "time balance") in 24 successive monthly installments, commencing on the 3rd day of July 19 86, and continuing on the same date each month thereafter until paid; the first 23 installments each being in the amount of \$ 385.16 and the final installment being in the amount of \$ 385.16

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Buyer acknowledges that before the execution of this contract Seller 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: June 3, 19 86 BUYER(S)-MAKER(S):
Accepted: W. C. Burroughs & Associates, Inc. Circle Machine Service, Inc.

By: [Signature] By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature]
(Signature: Title of Officer, "Partner" or "Proprietor")

CLERK'S NOTATION
Document submitted for record in a condition not permitting satisfactory photographic reproduction.

Buyer and to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, 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 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.

Such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof, intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN FULL 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.)

CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") here, 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 thereon, 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 of 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 to the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: _____, 19____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller

INITIAL
HERE

INITIAL
HERE

INITIAL
HERE

BOOK 408 PAGE 535

262251

Anne Arundel Co.
A/C# 02858-7
BOOK 498 PAGE 539

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. \$ 16,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel Co. in the amount of \$112.00.
This financing statement Dated _____ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Moore, Delbert T.
Address 6 Baylor Road Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Boulevard Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Delbert T. Moore
Delbert T. Moore
(Signature of Debtor)

Delbert T. Moore, Owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credit Alliance Corporation

LAK
(Signature of Secured Party)

Larry F. Kimmel, Assist. V.P.
Type or Print Above Signature on Above Line

RECEIVED
MAY 27 1986
1986 JUN 10 AM 10:30
E. AUBREY COLLISON
CLERK

17
11250

CREDIT ALLIANCE CORPORATION

770 LEXINGTON AVENUE
NEW YORK, NEW YORK 10021

—SECURITY AGREEMENT—
MORTGAGE ON GOODS AND CHATTELS

BOOK 498 PAGE 510

THIS MORTGAGE made the 3rd day of June, 1988 by and between

Delbert I. Moore, having his principal place of business at
6 Baylor Road Glen Burnie, Maryland 21061

Mortgagor and Credit Alliance Corporation "Mortgagee".

WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever, PROVIDED however that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personalty and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage, Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage 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 appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6 Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

1988 JUN 30
STUART B. GLOVER
ATTORNEY AT LAW
530 FIFTH AVENUE
NEW YORK, N.Y. 10017
C-A CREDIT CORP.
NEW YORK, N.Y. 10017

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

Delbert T. Moore

(Seal)

Mortgagor

By

Delbert T. Moore owner

(Title)

Secretary

STATE OF
COUNTY OF

SS

Delbert T. Moore

being duly sworn, deposes and says:

1. He is the **Owner** of (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's property 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____

Delbert T. Moore

NOTARY PUBLIC

STATE OF _____ COUNTY OF _____ SS

I, _____ a Notary Public duly qualified in and for said County and State, do hereby certify that on this _____ day of _____, 19____, in (Place) _____ in said County, before me personally appeared _____ to me personally well known

(For Individual)
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)
and known as and to be a member of the partnership of _____ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing, bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the _____ of _____ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument, that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at _____ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 3, 1986 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Peterbilt Cabover, Tractor W/400 Cummins engine, 38,000 lb. rears, A/C	1979	114809N

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:

Delbert T. Moore

By: *Delbert T. Moore owner*

Mailed to Secured Party

267255

BOOK 498 PAGE 523

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Gary Carpenter 4 Village Green Crofton, MD 21114	2. Secured Party(ies) and address(es) General Service Leasing, Inc. P. O. Box 911 Beltsville, MD 20705	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE 50 210610 1245 PM 1986 JUN 10 1986 5. Assignee(s) of Secured Party and Address(es)
4. This financing statement covers the following types (or items) of property: Furniture; 1 Executive Chair #000093823 1 Credenza #000077135 2 Side Chairs #000071420 1 Executive Desk #219209010 1 Chair Mat #446900090		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)
 already subject to a security interest in another jurisdiction when it was brought into this state.
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check if covered: Proceeds of Collateral are also covered. Products of Collateral are also covered. No. of additional Sheets presented:
 Filed with: No full or partial recordation taxes

Gary Carpenter
 By: *Gary Carpenter*
 Signature(s) of Debtor(s)

General Service Leasing, Inc.
 By: *Asst. General*
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party



1986 JUN 10 AM 10:30
 COLLISION
 ALERT

262256

BOOK 498 PAGE 544

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.

Not subject to recordation tax

This financing statement Dated June 2 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kop-Flex, Inc.
Address 101 Harmans Road, Harmans, MD 21077

2. SECURED PARTY

Name Patriot Bank, National Association
Address 57 Franklin Street
Boston, MA 02110

Person And Address To Whom Statement Is To Be Returned If Different From Above.

C.J. Chapman, Jr. Peabody & Brown One Boston Place, Boston, MA 02108

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

whether now owned or existing or hereafter acquired or arising: all accounts, general intangibles, contract rights, documents, instruments, chattel paper and all records relating thereto, including without limitation all electronically recorded data related thereto; all inventory, including all raw materials, work in process and finished goods; all proceeds of any of the foregoing, including all property of the foregoing types purchased with cash 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)

RECEIVED FOR RECORD
MIDDLEBURY COUNTY
1986 JUN 10 AM 10:31
E. AUBREY COLLISON
CLERK

KOP-FLEX, INC.

(Signature of Debtor)

By [Signature]

Type or Print Above Name on Above Line
Jonathan O. Lee, Chairman

(Signature of Debtor)

Type or Print Above Signature on Above Line

PATRIOT BANK, NATIONAL ASSOCIATION
(Signature of Secured Party)

By its attorney, Peabody & Brown
Type or Print Above Signature on Above Line

Mailed to Secured Party

202207

BOOK 498 PAGE 545

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 5/21/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name IMMEDIATO, Ross A. & Jane S.
Address 2307 Red Lion Road, Bear, DE 19701

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 38' Holiday Mansion Coastal Barracuda fiberglass hull #HMH00974E686
1986 Twin 330 HP Mercruiser gas engines #Sb.B495619 & Pt.B433933

Home anchorage/winter: Edgewater, MD

ASSIGNEE:

HORIZON FINANCIAL, F.A.
808 Masons Mill Business Park
1800 Byberry Road
Huntingdon Valley, PA 19006

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Ross A. Immediato
(Signature of Debtor)

Ross A. Immediato
Type or Print Above Name on Above Line

Jane S. Immediato
(Signature of Debtor)

Jane S. Immediato
Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

1986 JUN 10 AM 10:31
E. ANNELY COLLISON
CLERK

Mailed to Secured Party

Anne Annetel

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 3/22/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HAKIM: Theodore W. Hakim

Address # 203 6549 Quiet Hours, Columbia, MD 21045

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second Street, Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (List)

1981 29' 6" Marshall California 30 Fiberglass Hull # JCM30025M81J

First Assignee:
Society For Savings
1290 Silas Deane Highway
Wethersfield, CT 06109

1981 135 HP Perkins Diesel Engine # TW70026U595840G

Home Anchorage/Winter: Edgewater, MD

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Theodore W. Hakim
(Signature of Debtor)

Theodore W. Hakim
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

DR
CLERK

[Signature]
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

Mailed to Assignee

Anne Arnold
6/5/86

RECEIVED FOR RECORDING
JUN 10 1986
E. AUBREY COLLISON
CLERK

262253

BOOK 498 PAGE 547

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)
Hermann Ludwig, Inc.
Bldg. B, Bay 32, Room 211
BWI Airport, MD. 21240

2 Secured Party(ies) and address(es)
Deutsche Bank AG
9 West 57th Street
New York, NY 10019

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
D. Accounts Receivable. All of the Debtor's present and future accounts receivable and contract rights (hereinafter referred to in the plural as "Accounts" and in the singular as "Account"), all proceeds thereof and all liens, securities, guaranties, remedies and privileges pertaining thereto, together with all rights and liens of the Debtor in and to the merchandise, and all rights and property of any kind forming the subject matter of any of the Accounts, including the right of stoppage in transit; including but not limited to Accounts set forth in Schedule 3 annexed hereto (if any) and in any separate schedule at any time delivered by the Debtor to the Bank. Description of Accounts in a schedule or schedules, if any, is intended to describe more specifically certain Accounts described above more generally in this Clause D and shall not be deemed to limit the generality of the foregoing description of Accounts contained in this Clause D.

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

Hermann Ludwig, Inc.
53 Park Place, New York, NY 10007
By: [Signature] Title
Signature(s) of Debtor(s)

Deutsche Bank AG
9 West 57th Street, New York, NY 10019
By: [Signature] Title
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party
CR CLERK

1986 JUN 10 AM 10:31
E AUBREY COLLISON
CLERK

A.P. Co.

262260

BOOK 498 PAGE 548

FINANCING STATEMENT

File No.

This Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code. RETURN TO SECURED PARTY.

<p>1. DEBTOR(S) and Address(es)</p> <p>Commercial Drapery Contractors, Inc. 2661 Riva Road Annapolis, Maryland 21401</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND 210 Guilford Avenue Baltimore, Maryland 21202 ATTN: Commercial Finance Dept. Robert C. Prietz, TO503</p>
--	---

3. This Financing Statement covers the following types (or items) of property ("Collateral"): All of the property described in subparagraphs A through C below unless one or more boxes are marked; if one or more boxes are marked, "Collateral" includes only the property described next to the box or boxes marked.

A. All of Debtor's present and future accounts, contract rights, receivables, instruments, documents, chattel paper and general intangibles, all rights to the payment of money due or to become due to Debtor for any reason whatsoever, and all right and interest of Debtor in and to all goods returned or repossessed or stopped in transit, the sale, lease or other provision of which gave rise to an account and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

B. All of Debtor's present and after-acquired inventory, including raw materials, work in process, finished goods, goods returned or repossessed, goods held for demonstration, marketing or similar purposes and all materials and supplies either held by Debtor for sale, lease or other provision to customers of Debtor or used, useable or consumed in the course of Debtor's business, all property and devices in or on which any of the foregoing is stored or maintained, whether in the possession and control of Debtor or of a third party for the account of Debtor and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

C. Other:

4. Proceeds (including insurance proceeds) and products of Collateral are also covered hereunder.

5. This transaction (is) ~~(is not)~~ exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ N/A

DEBTOR: Commercial Drapery Contractors, Inc. (Type Name)

SECURED PARTY: William P. O'Brien (Type or print name and title)

By: Jeffrey P. Goldstein (Type or print name and title)

By: William P. O'Brien (Type or print name and title)

Jeffrey P. Goldstein, President (Type or print name and title)

William P. O'Brien, Corporate Banking Officer (Date signed by Debtor)

C.R. CLERK

RECEIVED JUN 10 1986

1986 JUN 10 AM 10:32

E. AUBREY COLLISON CLERK

INSTRUCTIONS: Sign in ink. Type or print other information in ink. Margins are for use of Filing Officer only.

Mailed to Secured Party

AA Co.

202201

BOOK 498 PAGE 549

FINANCING STATEMENT

RECORDING FEE 11.00
POSTAGE 50
TOTAL FEE 11.50
JUN 10 1986

- 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)
 Genderson Chevrolet, Inc.
 138 Revell Highway
 Annapolis, Md. 21401

6. Secured Party Address
 Equitable Bank, National Association 100 Light Street, 7th floor
 Attention: P. Jane Logan Baltimore, Md. 21202
 Community Lending Officer

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed 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 Genderson Chevrolet, Inc.
 _____ (Seal) _____ (Seal)
 Barry Genderson, 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)

J.R. ALBRIGHT

Mailed to Secured Party

RECEIVED FOR RECORDING
1986 JUN 10 AM 10:32
SUBREY COLLISON
CLERK

262202

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) BSAT/A Amco Transmission 5918 Ritchie Highway Baltimore, MD 21225	2 Secured Party(ies) and address(es) Southern Phone Rental, inc 10200 C Old Columbia Road Columbia, MD 21281 21046	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) JUN 10 1986
--	--	---

4 This financing statement covers the following types (or items) of property:
 Omega IV 616 Electronic Key Telephone System Equipped for four outside lines and six extensions
 Station configuration:
 1 DAB/DAO Key Phone
 5 S Phones
 This will cover existing and any additional equipment

ASSIGNEE OF SECURED PARTY AND ADDRESS
 C.I.T. FINANCIAL SERVICES CORPORATION

Recordation Tax Not Applicable

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented:

Filed with: Circuit Court Clerk of anne arundel

By: BSA T/A Amco Transmission Southern Phone Rental, Inc.
[Signature] [Signature]
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical



Mailed to Secured Party

RECORDS SECTION
 1986 JUN 10 AM 10:32
 E. AUGUSTY DOLLISON
 CLERK

262204

BOOK 498 PAGE 552

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) Tice William Box 312 Mayo, Md. 21106	2 Secured Party(ies) and address(es) Cannell Huntley 1605 E. Indiana Ave. Southern Pines, N.C. 28387	3 For Filing Officer (Date, Time, Number, and Filing Office)
--	--	--

4 This financing statement covers the following types (or items) of property:

Sailboat O'Day Sloop 1979
 Fiberglass Construction
 Length - 28' 3"
 Hull Number XDY1N0091M79H

OR
CLERK

1986 JUN 10 AM 10:32
E. AUSTIN & COLLISON
CLERK

Check if covered Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented:

Filed with _____

By: William P. Tice Signature(s) of Debtor(s)

By: Cannell Huntley Signature(s) of Secured Party(ies)

Mailed to Secured Party

262265

BOOK 498 PAGE 553

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) PAUL KELLY 5801 WOODYARD RD. UPPER MARLBORO, MD 20772	2 Secured Party(ies) and address(es) First Community Bank - Adrian P.O. Box 280 Buckhannon, WV. 26201	For Filing Officer (Date, Time, Number and Filing Office) Buckhannon
--	--	---

4 This financing statement covers the following types (or items) of property:

1965 TROJAN 28' BOAT REGISTRATION #5405K "DUCK II"

ASSIGNEE OF SECURED PARTY

Check If covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented: .

Filed with: Clerk of Anne Arundel County Commission

By Paul J. Kelly
Signature(s) of Debtor(s)

First Community Bank - Adrian Buckhannon
By [Signature]
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL

CLERK
ANNE ARUNDEL COUNTY
JUN 10 AM 10:32
SHERY COLLISON
CLERK

Mailed to Secured Party

262266

BOOK 498 PAGE 551

M# 23148 **FINANCING STATEMENT** File No. _____

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<u>DEBTOR</u>	<u>SECURED PARTY</u>
David C. Stockett 1174 W. Central Avenue Davidsonville, MD 21035	ALBAN TRACTOR CO. INC. 8531 Pulaski Highway Baltimore County, Maryland 21237
County: - <u>Anne Arundel</u>	

ASSIGNEE OF SECURED PARTY:

Associates Commercial Corporation, 8002 Discovery Drive, #420, Richmond, VA 23288

This financing statement covers the following items of personal property: 23288

	MANUFACTURER	MODEL	TYPE	SERIAL NO.
1	Caterpillar	340	Tractor	8800518
1	Caterpillar	42	Bulldozer	
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF.				
				RECORD FEE
				POSTAGE
				STATE FEE

11.00
.50
JUN 10 1986

This transaction is exempt from the Recordation Tax.
Date: _____ Proceeds of Collateral are covered.

<u>DEBTOR</u>	<u>SECURED PARTY</u>
David C. Stockett	ALBAN TRACTOR CO., INC.
By: <u>David C. Stockett</u>	By: <u>Mark N. Welch</u>
(Type Name and Title)	Mark N. Welch, Asst. Sec. (Type Name and Title)

Return to: ~~ALBAN TRACTOR CO. INC. P. O. BOX 224 BALTIMORE, MD 21237~~
Associates Commercial Corporation, P. O. Box K-224, Richmond, VA 23288

FS 10M 1/76



Mailed to Secured Party

1986 JUN 10 AM 10 32

S. AUBREY COLLISON
CLERK

linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

(c) All of Debtor's rights in and to the property known as Boat Slip No. C-14, Severn House Condominium.

4. The aforesaid items are included as security in a deed of trust given by Debtor to Larry S. Lindenmeyer and Jimmy L. Hickman, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The Bank of Baltimore.
5. Proceeds of collateral are also covered.
6. The property consists of the condominium unit known as Unit No. 784-F of the Severn House Condominium, Anne Arundel County, Maryland, and Boat Slip No. C-14, and is more particularly described in the deed of trust referred to above.

Debtor:

James R. Hecht
James R. Hecht

William R. Blanchet by James R. Hecht
William R. Blanchet, by James R. Hecht, Attorney-in-Fact

Stephen R. Campbell by James R. Hecht
Stephen R. Campbell, by James R. Hecht, Attorney-in-Fact

To the Filing Officer: After this statement has been recorded, please mail the same to: Steven D. Shattuck, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.



262203

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) Peerless of Annapolis, Inc. Address(es) 141 Main Street
Annapolis, Maryland 21401

6. Secured Party Maryland National Bank Address P.O. Box 871
Attention: V. Johnson Annapolis, Maryland 21404

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed to 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.

Peerless of Annapolis, Inc.

Stuart W. Greenfield (Seal)
Stuart W. Greenfield,
President (Seal)

(Seal)

(Seal)

Secured Party
Maryland National Bank

Peggy A. Hall (Seal)

Peggy A. Hall
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.

207-95 REV 7/83

1150

RECEIVED FOR RECORD
CLERK
1986 JUN 10 PM 12:09
E. AUBREY COLLISON
CLERK

11740

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) Dart Drug Corporation, Maryland 7608 Rosdhu Court Chevy Chase, Montgomery Cty., Maryland		2. Secured Party(ies) and address(es) General Electric Credit Corporation 2777 Summer Street Stamford, Connecticut 06905	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. 61976 252440 Filed with <u>Cty of Anne Arundel, Md</u> Date Filed <u>7/2/84</u> 19__			
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.			

RECORD FEE 10.00
 POSTAGE .50
 #11114 C777 R01 T10:55
 JUN 11 86

No. of additional Sheets presented:

General Electric Credit Corporation

By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Joseph H. Webb
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

RECEIVED FOR RECORD
 CLERK COURT, A.A. COUNTY

1986 JUN 11 AM 11:12



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) Dart Drug Acquisition Corporation 100 West Tenth Street Wilmington, County of New Castle, Delaware	2. Secured Party(ies) and address(es) General Electric Credit Corporation 2777 Summer Street Stamford, Connecticut 06905	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>61975 2 52439</u> Filed with <u>County of Anne Arundel, Md</u> Date Filed <u>7/2/84</u> 19 <u> </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.		

RECORD FEE 10.00
POSTAGE
#11113 C777 R01 T10:54
JUN 11 86

No. of additional Sheets presented:

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Ngene E. Curran Signature(s) of Secured Party(ies)

General Electric Credit Corporation

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

RECEIVED FILE RECORD
OFFICE OF CLERK, ANNE ARUNDEL COUNTY
1986 JUN 11 AM 11:12
E. ABBEY COLLISON
CLERK

J. F. CLERK

6

262260

BOOK 498 PAGE 560

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 Dart Drug Stores, Inc. See Schedule A attached hereto for additional Debtors.
Address 3301 Pennsy Drive, Landover, MD 20785

2. SECURED PARTY

Name Security Pacific Business Credit Inc.
Address 228 East 45th Street, New York, NY 10017

Person And Address To Whom Statement Is To Be Returned 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 B attached hereto and made a part hereof

Filed with: Anne Arundel County Clerk of Circuit Court

RECORD FEE 31.00
POSTAGE .50
#11190 C777 RM1 T11-1.1
JUN 11 86

E. AUBREY COLLISON
CLERK

1986 JUN 11 AM 11:12

RECORDED FROM RECORD
BOOK 498 PAGE 560
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)

DART DRUG STORES, INC.

By: [Signature] President, CEO
(Signature of Debtor)

Type or Print Above Name on Above Line
See Schedule A attached hereto
(Signature of Debtor)
for signatures of additional
Debtors.

Type or Print Above Signature on Above Line

SECURITY PACIFIC BUSINESS CREDIT

By: [Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

#6351

Handwritten scribbles and initials

Schedule A to Financing Statement By Security Pacific Business Credit Inc. ("Secured Party") against Dart Drug Stores, Inc., Dart Card Shop, Inc., Dart Drug Corporation, District of Columbia, Dart Drug Corporation, Maryland, Dart Drug Corporation, Turnpike, Dart Drug Corporation, Virginia, Dart Home Corp., Dart Vienna, Inc., Pike Gourmet, Inc., T&H Distributors, Inc., Total Plus Corporation (collectively the "Debtor")

Dart Drug Stores, Inc.
3301 Pennsy Drive
Landover, MD 20785

By: HL J. Hough Pres

Dart Card Shop, Inc.
3301 Pennsy Drive
Landover, MD

By: HL J. Hough Pres

Dart Drug Corporation,
District of Columbia
3301 Pennsy Drive
Landover, MD

By: HL J. Hough Pres

Dart Drug Corporation,
Maryland
3301 Pennsy Drive
Landover, MD

By: HL J. Hough Pres

Dart Drug Corporation,
Turnpike
3301 Pennsy Drive
Landover, MD 20785

By: HL J. Hough Pres

Schedule B to Financing Statement By Security Pacific Business Credit Inc. ("Secured Party") against Dart Drug Stores, Inc., Dart Card Shop, Inc., Dart Drug Corporation, District of Columbia, Dart Drug Corporation, Maryland, Dart Drug Corporation, Turnpike, Dart Drug Corporation, Virginia, Dart Home Corp., Dart Vienna, Inc., Pike Gourmet, Inc., T&H Distributors, Inc., Total Plus Corporation (collectively the "Debtor")

The property covered by this financing statement consists of: (a) all accounts (whether or not earned by performance), proceeds of any letters of credit naming Debtor as beneficiary, contract rights, instruments (other than certificated securities), documents, chattel paper and general intangibles (including without limitation, tax refunds, tax refund claims, patents, trademarks, trade names, goodwill, blue prints and drawings related thereto), all other forms of obligations owing to Debtor (including without limitation, advertising rebates) and all merchandise returned to or repossessed by Debtor, now existing or hereafter created, of the Debtor ("Receivables"); (b) all of the right, title and interest of the Debtor in and to the goods or other property represented by or securing any of the Receivables; (c) all rights of the Debtor as an unpaid vendor, lienor or secured party, including stoppage in transit, replevin and reclamation; (d) all additional amounts due to the Debtor from any customer, irrespective of whether such additional amounts have been specifically assigned to the Secured Party; (e) all guaranties and other security for any of the items referred to in subparagraph (a) above; (f) all moneys, securities and other property and the proceeds thereof, now or hereafter held or received by, or in transit to the Secured Party from or for the Debtor whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all claims of the Debtor against, the Secured Party at any time existing; (g) goods, merchandise and other personal property to be furnished under any contract of service or held for sale or lease, all raw materials, work in process, finished goods, and materials and supplies of any kind, nature or description which are or might be used or consumed in Debtor's business or used in connection with the manufacture, packing, advertising, shipping, selling or finishing of such goods, merchandise and other personal property, and all documents of title or other documents representing them, and all other inventory (as defined in the New York Uniform Commercial Code (the "UCC")) but excluding any item of equipment (as defined in the UCC), wherever located,

whether now owned or hereafter acquired by the Debtor; (h) all right, title and interest of Dart Drug Stores Inc. ("DDS") in and to and all benefits of DDS in and to the General Security Agreement, dated May 28, 1986, between DDS, as secured party, and its subsidiaries named therein, as debtor, as modified, amended or supplemented from time to time; (i) all books, records and other property relating to or referring to any of the foregoing, including without limitation, all books, records, ledger cards and other property and general intangibles at any time evidencing or relating to Receivables; and (j) all products and proceeds of any of the foregoing in whatever form, including, without limitation, any claims against third parties for loss or damage to or destruction of any or all of the foregoing and cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents.

Mailed to Secured Party

2

262270

500 498 PAGE 565

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 Dart Card Shop, Inc. See Schedule A attached hereto for additional Debtors.
Address 3301 Pennsy Drive, Landover, MD 20785

2. SECURED PARTY

Name Dart Drug Stores, Inc.
Address 3301 Pennsy Drive, Landover, MD 20785

RECORDED
POSTAGE
\$11.17 DT77 R01 T11:11
JUN 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)

See Schedule B attached hereto and made a part hereof.

Filed with: Anne Arundel County Clerk of Circuit Court, MD

Assignee of Secured Party: Security Pacific Business Credit Inc.
228 East 45th Street
New York, New York 10017

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

DART CARD SHOP, INC.

BY: [Signature]
(Signature of Debtor)

Type or Print Above Name on Above Line

See Schedule A attached hereto
(Signature of Debtor)

for signatures of additional
Debtors.

Type or Print Above Signature on Above Line

DART DRUG STORES, INC.

BY: [Signature] SVP
(Signature of Secured Party)

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUN 11 AM 11:12
E. AUBREY COLLISON
CLERK

50

M6AS035
060386

BOOK 498 PAGE 586

Schedule A to Financing Statement By Dart Drug Stores, Inc. ("Secured Party") against Dart Card Shop, Inc., Dart Drug Corporation, District of Columbia, Dart Drug Corporation, Maryland, Dart Drug Corporation, Turnpike, Dart Drug Corporation, Virginia, Dart Home Corp., Dart Vienna, Inc., Pike Gourmet, Inc., T&H Distributors, Inc., Total Plus Corporation (collectively the "Debtor")

Dart Card Shop, Inc.
3301 Pennsy Drive
Landover, MD

By: *[Signature]* VP

Dart Drug Corporation,
District of Columbia
3301 Pennsy Drive
Landover, MD

By: *[Signature]* VP

Dart Drug Corporation,
Maryland
3301 Pennsy Drive
Landover, MD

By: *[Signature]* VP

Dart Drug Corporation,
Turnpike
3301 Pennsy Drive
Landover, MD 20785

By: *[Signature]* VP

Dart Drug Corporation,
Virginia
3301 Pennsy Drive
Landover, MD

By: *[Signature]* VP

Dart Home Corp.
3301 Pennsy Drive
Landover, MD

By: *[Signature]* VP

ADD: 498 PAGE 587

Dart Vienna, Inc.
3301 Pennsy Drive
Landover, MD

By: *[Signature]* VP

Pike Gourmet, Inc.
12139 Rockville Pike
Rockville, MD

By: *[Signature]* Pres.

T&H Distributors, Inc.
3301 Pennsy Drive
Landover, MD

By: *[Signature]* VP

Total Plus Corporation
3301 Pennsy Drive
Landover, MD

By: *[Signature]* VP

Schedule B to Financing Statement By Dart Drug Stores, Inc. ("Secured Party") against Dart Card Shop, Inc., Dart Drug Corporation, District of Columbia, Dart Drug Corporation, Maryland, Dart Drug Corporation, Turnpike, Dart Drug Corporation, Virginia, Dart Home Corp., Dart Vienna, Inc., Pike Gourmet, Inc., T&H Distributors, Inc., Total Plus Corporation (collectively the "Debtor")

The property covered by this financing statement consists of: (a) all accounts (whether or not earned by performance), proceeds of any letters of credit naming Debtor as beneficiary, contract rights, instruments (other than certificated securities), documents, chattel paper and general intangibles (including without limitation, tax refunds, tax refund claims, patents, trademarks, trade names, goodwill, blue prints and drawings related thereto), all other forms of obligations owing to Debtor (including without limitation, advertising rebates) and all merchandise returned to or repossessed by Debtor, now existing or hereafter created, of the Debtor ("Receivables"); (b) all of the right, title and interest of the Debtor in and to the goods or other property represented by or securing any of the Receivables; (c) all rights of the Debtor as an unpaid vendor, lienor or secured party, including stoppage in transit, replevin and reclamation; (d) all additional amounts due to the Debtor from any customer, irrespective of whether such additional amounts have been specifically assigned to the Secured Party; (e) all guaranties and other security for any of the items referred to in subparagraph (a) above; (f) all moneys, securities and other property and the proceeds thereof, now or hereafter held or received by, or in transit to the Secured Party from or for the Debtor whether for safekeeping, pledge, custody, transmission, collection or otherwise, and all claims of the Debtor against, the Secured Party at any time existing; (g) goods, merchandise and other personal property to be furnished under any contract of service or held for sale or lease, all raw materials, work in process, finished goods, and materials and supplies of any kind, nature or description which are or might be used or consumed in Debtor's business or used in connection with the manufacture, packing, advertising, shipping, selling or finishing of such goods, merchandise and other personal property, and all documents of title or other documents representing them, and all other inventory (as defined in the New York Uniform Commercial Code (the "UCC")) but excluding any item of equipment (as defined in the UCC), wherever located,

whether now owned or hereafter acquired by the Debtor; (h) all books, records and other property relating to or referring to any of the foregoing, including without limitation, all books, records, ledger cards and other property and general intangibles at any time evidencing or relating to Receivables; and (i) all products and proceeds of any of the foregoing in whatever form, including, without limitation, any claims against third parties for loss or damage to or destruction of any or all of the foregoing and cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or other documents.

Mailed to Secured Party.

262271

BOOK 498 PAGE 570

COPY FOR FILING

FINANCING STATEMENT

Not Subject to Recordation Tax
 Subject to Recordation Tax, Principal Amount is \$ _____

To Be Recorded in Land Records (For Fixtures Only)

NAME		ADDRESS		
1. Debtors(s)	No.	Street	City	State
William W. McNemar	1181	Old Annapolis Road	Odenton, MD	21113

2. Secured Party
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201
Attention: S. E. Vogt

3. This Financing Statement covers the following types (or items) of property:
INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-96 located at 1181 Old Annapolis Road Anne Arundel County, Odenton

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-96

CHECK THE LINES WHICH APPLY

4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate:~~ _____

5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

RECORDING FEE 11.00
POSTAGE .50
42254 1237 802 714-54
JUN 11 86

Secured Party:	Debtor(s)
CROWN CENTRAL PETROLEUM CORPORATION	<u>William W McNemar</u> By: William W. McNemar
By: <u>J.G. Yawman</u>	_____
Type Name <u>J.G. Yawman</u>	_____
Title <u>Assistant Secretary</u>	_____

Type or Print Name and Title of Each Signature

Mailed to Secured Party



RECEIVED FOR RECORD
ANNAPOLIS COUNTY

1986 JUN 11 PM 2:57

W E AUBREY COLLISON
CLERK

11.00
.50

262273

FINANCING STATEMENT

Not Subject to Recordation Tax
 Subject to Recordation Tax, Principal Amount is \$ _____

To Be Recorded in Land Records (For Fixtures Only)

NAME	ADDRESS		
	No.	Street	City State
1. Debtors(s) French O. Ray	251	Aquahart Road & Crain Highway	Glen Burnie, MD 21061

2. Secured Party
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:
INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-93 located at 251 Aquahart Rd. & Crain (Anne Arundel County)

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-93

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

RECORD FEE 11.00
POSTAGE .50
2025X 237 REC 114154
JUN 11 86

~~Title Owner of Real Estate:~~ _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party: CROWN CENTRAL PETROLEUM CORPORATION	Debtor(s) <u>French O. Ray</u> By: French O. Ray
By: _____	_____
Type Name <u>J.G. Yawman</u>	_____
Title <u>Assistant Secretary</u>	_____

Type or Print Name and Title of Each Signature

Mailed to Secured Party
1986 JUN 11 PH 2:57
WISBEY COLLISON CLERK

11 99 50

262274

FINANCING STATEMENT

Not Subject to Recordation Tax
 Subject to Recordation Tax, Principal Amount is \$ _____

To Be Recorded in Land Records (For Fixtures Only)

NAME	ADDRESS		
	No.	Street	City State
1. Debtors(s) Abdul Ghani Natafji	7690	Quarterfield & Old Stage	Glen Burnie, MD 21061

2. Secured Party
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201
attn: S. Vogt

3. This Financing Statement covers the following types (or items) of property:
INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-15 located at 7690 Quarterfield & Old Stage Anne Arundel County

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-15

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

RECORD FEE 11.00
POSTAGE 1.50
TOTAL COST 12.50
JUN 11 '86

~~Title Owner of Real Estate:~~ _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
- (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party: _____ Debtor(s) _____
CROWN CENTRAL PETROLEUM CORPORATION By: Abdul Ghani Natafji
By: *J. Yawman*
Type Name J.G. Yawman
Title Assistant Secretary

Type or Print Name and Title of Each Signature

MAILED TO SECURED PARTY
CLERK

RECEIVED FOR RECORD
SECURITY COUNTY
1986 JUN 11 PM 2:58
E. AUBREY COLLISON
CLERK

11.00

202215

BOOK 498 PAGE 574

COPY FOR FILING

FINANCING STATEMENT

Not Subject to Recordation Tax
 Subject to Recordation Tax, Principal Amount is \$ _____

To Be Recorded in Land Records (For Fixtures Only)

NAME	ADDRESS			
1. Debtors(s)	No.	Street	City	State
Thomas R. Wolber	Rt. 198 &	Brock Bridge Rd.	Laurel,	MD 20810

2. Secured Party
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:

INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-21 located at Rt. 198 & Brock Bridge Anne Arundel County MD

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-21

CHECK THE LINES WHICH APPLY

4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

RECORD FEE 11.00
POSTAGE 50
402256 1237 002 114:55
JUN 11 86

~~Title Owner of Real Estate:~~ _____

5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

(If products of collateral are claimed) Products of the collateral are also covered.

6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party:
CROWN CENTRAL PETROLEUM CORPORATION

Debtor(s)
Thomas R. Wolber
by: Thomas R. Wolber

By: J.G. Yawman

Type Name J.G. Yawman

Title Assistant Secretary

Type or Print Name and Title of Each Signature

MAILED TO SECURED PARTY

RECEIVED FOR RECORD
DEPT. COUNTY CLERK
1986 JUN 11 PM 2:58
E. AUBREY COLLISON
CLERK

11.99
50

262276

Not Subject to Recordation Tax
 Subject to Recordation Tax, Principal Amount is \$ _____

To Be Recorded in Land Records (For Fixtures Only)

NAME	ADDRESS			
	No.	Street	City	State
1. Debtors(s) Catherine E. Green	7200	Ritchie Highway	Glen Burnie, MD	21061

2. Secured Party
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201

3. This Financing Statement covers the following types (or items) of property:
INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-97 located at 7200 Ritchie Highway Anne Arundel County

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-97

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

RECORD FEE 11.00
POSTAGE
JUN 11 1986

- Title Owner of Real Estate: _____
- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 (If products of collateral are claimed) Products of the collateral are also covered.
- 6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: CROWN CENTRAL PETROLEUM CORPORATION	By: <u>J.G. Yawman</u> Type Name <u>J.G. Yawman</u> Title <u>Assistant Secretary</u>	Debtor(s) <u>Catherine E. Green</u> By: Catherine E. Green
---	--	--

Type or Print Name and Title of Each Signature



Mailed to Secured Party
RECEIVED BY RECORD
CLERK COUNTY
1986 JUN 11 PM 2:58
E. AUBREY COLLISON
CLERK

11-20-50

562077

BOOK 498 PAGE 576

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)

Adams, Mark Livingston
Carmines, Robert A.
1254 Pram Place
Annapolis, MD 21403

2. Secured Party(ies) and address(es)

Riggs National Bank of Wash.DC
1120 Vermont Avenue, N.W.
Washington, DC 20005

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00
#11194 0777 R01 T13:58
JUN 11 86

4. This financing statement covers the following types (or items) of property:

1978 Ericson 27', Hull #ERY27219M78G MD 1286 AM
8hp Yanmar diesel engine #YSB8G3120097803

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:

Mark L. Adams

By: *Robert A. Carmines*
Signature(s) of Debtor(s)

By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



1986 JUN 11 PM 3:21
NATIONAL COLLEGE
AUBURN, ALABAMA

Mailed to Secured Party

262273

BOOK 498 PAGE 577

COPY FOR FILING

FINANCING STATEMENT

Not Subject to Recordation Tax PURCHASE MONEY To Be Recorded in Land Records (For
 Subject to Recordation Tax; Principal Fixtures Only)
Amount is \$ _____

NAME ADDRESS
1. Debtors(s) (or assignor(s)) No. Street City State
Annapolis Construction Inc. 3254A Harness Creek Road Annapolis Md. 21403

2 Secured Party (or assignee)
SOVRAN BANK / MARYLAND 12125 Viers Mill Road Silver Spring Md. 20906

3. This Financing Statement covers the following types (or items) of property:

Case International Tractor - Model #385 36hp 2WD
Serial #B470001B002196
Mohawk 5' Bushhog

RECORD FEE 11.00
POSTAGE .50
#11195 0777 R01 T13:59
JUN 11 86

CHECK THE LINES WHICH APPLY

- 4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below:
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: _____

- 5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 (If products of collateral are claimed) Products of the collateral are also covered.

6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK / MARYLAND
Debtor(s) or Assignor(s) Annapolis Construction, Inc.
By: Richard L. Clow, President

By: Paula J. Rice
Type Name Paula J. Rice
Title Retail Banking Officer

Type or Print Name and Title of Each Signature



REC'D FOR RECORD
SPRINGFIELD COUNTY

1986 JUN 11 PM 3:21
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

262279

BOOK 498 PAGE 578

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 4,700.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
_____	THE FIRST NATIONAL BANK OF MARYLAND
Capitol Communication Systems, Inc.	Attn Susan E. Haley
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
2411 Crofton Lane #19	18 West Street
<small>(Address)</small>	<small>(Address)</small>
Crofton, Maryland 21114	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 35.00
 POSTAGE .50
 #11196 C777 R01 114:01
 JUN 11 96



1966 JUN 11 PM 3:21
 E. AUDREY COLLISON
 CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: _____

- 3. Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
Capitol Communication Systems, Inc.	_____ (Seal)
	_____ (Seal)
<small>(Signature)</small>	<small>(Signature)</small>
Thomas A. Suttly, President	_____
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

11-35-50

SCHEDULE A

BODY 498 PAGE 579

Lanier Series VI Electronic Key Telephone System:

- 1 Key Service Unit
- 1 Tone Unit
- 1 Central Control Unit
- 1 Power Supply
- 2 Central Office Interface Controls
- 2 Station Interface Cards
- 2 10 button Extension w/ BLF
- 8 10 button Extension Sets
- 1 10 Button Extension Set w/ speaker

Mailed to Secured Party

262280

FINANCING STATEMENT

BOOK 498 PAGE 580

- 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 \$ 10,000.00. 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)
 Paul J. Young-Hyman, M.D. 325 Hospital Drive, Suite 105
 Glen Burnie, Maryland 21061

RECORD FEE 12.00
 RECORD TAX 70.00
 POSTAGE .50
 #11198-C777 R01 T14:03
 JUN 11 86

6. Secured Party Address
 Equitable Bank, National Association
 Attention: Donna M. McClurkin 100 S. Charles Street
 Loan Documentation Asst. 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 Paul J. Young-Hyman, M.D. (Seal)
 Paul J. Young-Hyman, M.D. (Seal)

RECEIVED PUBLIC RECORDS
 ANNE ARUNDEL COUNTY
 1986 JUN 11 PM 3:21
 E. AUBREY COLLISON
 CLERK

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 595 (7-82)

EQUITABLE BANK, N.A.
 LOAN DOCUMENTATION CENTER
 100 S. CHARLES ST. 3rd FL.
 BALTIMORE, MARYLAND 21201

12-70-50

SCHEDULE A

BOOK 498 PAGE 581

THIS SCHEDULE A is attached to and made a part of a Financing Statement to Equitable Bank, National Association from Paul J. Young-Hyman, M.D.

Section 7 F Continued

1 Extol 320 System, Serial #4412 2487

Paul J. Young-Hyman
Paul J. Young-Hyman, M.D.

Mailed to Secured Party

EQUITABLE BANK, N.A.
LOAN DOCUMENTATION CENTER
100 S. CHARLES ST. 3rd FL.
BALTIMORE, MARYLAND 21201

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

300X 498 FILE 582
262281

DATE: June 3, 1986

(X) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s): Photo Concepts

ADDRESS: 106 Old Solomons Island Road
Annapolis, MD 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Colenta RT B & W paper processor Serial Number A30705-Colenta RT 301813

RECORD FEE 11.00
POSTAGE .50
#11199 6777 R01 T14:04
JUN 11 86



RECEIVED RECORD
CLERK COUNTY
1986 JUN 11 PM 3:21
E. AUBREY COLLISON
CLERK

DEBTOR(S):
Photo Concepts

By: Donald F. Kneessi, President

Donald F. Kneessi

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: John M. Crook
(Authorized Signature)

John M. Crook, Senior Vice President
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Mailed to Secured Party

262252

BOOK 498 PAGE 583

Buyer's (Debtor's) Name (Last name first) Crochern, Ronald	Purchaser's Mailing Address 1079 Galway Rd., Davidsonville, Md	Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address 21035	Zip Code
Seller's Name Annapolis 4A Rental	Seller's Address 1919 Lincoln Dr. Annapolis, MD 21401	Zip Code

BUYER'S SOC SEC NO (First Signer) **066-26-8980**

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	J.D.	318	Lawn Tractor	329172
1	N	J.D.	50"	mower	537909

RECORD FEE 11.00
POSTAGE .50
#11203 1077 R01 T14:11
JUN 11 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 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 ~~585~~ 4949
Syracuse, N.Y. ~~13201~~ 13221

RECEIVED RECORDS
 CLERK
 1986 JUN 11 PH 3:21
 E. AUBREY COLLISON
 CLERK

ANNE ARUNDEL, MD

Debtor resides in Anne Arundel, MD (County) (State) Note dated and signed 5/31/86 (Date) Debtor's Telephone No. 261-7340

Ronald Crochern
(Debtor's Signature)
RONALD CROCHERN
(Debtor's Signature)

Judith Nelson Sec
(Seller's Name)
JUDITH NELSON, SECRETARY
Seller's (Secured Party) Signature

(Do not write below this line)

Mailed to Secured Party



262283

BOOK 498 PAGE 585

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) Westinghouse Electric Corp. Defense and Electronics Center 920 Elkridge Landing Road Linthicum, MD 21090 Anne Arundel County	2. Secured Party(ies) and address(es) Hewlett-Packard Company Finance & Remarketing Div. 972 E. Arques Ave., 70FB Sunnyvale, CA. 94086 4144-81962	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Hewlett-Packard Equipment per the attached Equipment Schedule and Payment Agreement. **Debtor has authorized Secured Party to File. "This Equipment Not Subject to Recordation Tax" Equipment Located At: 401 East Hendy Avenue Sunnyvale, Ca 94088		5. Assignee(s) of Secured Party and Address(es) RECORD FEE 13.00 POSTAGE .50 #11245-0777 R01 T15:29 JUN 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:

By: **SEE ATTACHED

Hewlett Packard Company

Signature(s) of Debtor(s)

By: [Signature]
Signature of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

CR
CLERK

1986 JUN 11 PM 4:07
 E. GUBREY COLLISON
 CLERK

HEWLETT-PACKARD

OPERATING LEASE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

BOOK 498 PAGE 586

LESSOR: HEWLETT-PACKARD COMPANY
Finance and Remarketing Division
972 East Arques, 70FA
Sunnyvale, CA 94086

Lease Agreement # 4144-81962

Ref: Master Lease Agreement # 4126-46136

LESSOR TAX I.D. # 94-1081436

LESSEE: Westinghouse Electric Corporation - Defense and Electronics Center

(Full Legal Name of Lessee)

920 Elkrige Landing Road, P.O. Box 746

(Street Address)

Linthicum

(City)

Anne Arundel

(County)

Maryland

(State)

21090

(Zip)

(Contact Name and Phone Number)

LESSEE TAX I.D. #

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE

Street 401 East Hendy Avenue

City Sunnyvale

County Santa Clara

State CA

Zip 94088

Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement:

Master Lease Agreement # 4144-46136

HP Product Warranty, Form # 5954-1617(D) Rev 11/85

Purchase Discount Agreement # CH240

HP Software Terms, Form # _____ Rev _____

The following Exhibits checked below are attached hereto and made a part of this Agreement:

Early Buyout Schedule dated 2/1/86

Investment Tax Credit Addendum

HP Tax Exempt Rider Form # _____ Rev _____

Terms and Conditions:

1. Non-Cancellable Agreement: THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN

2. Term: The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date Lessor executes the same and shall expire 36 months from the due date of the first invoice, or on the expiration of any applicable renewal period.

3. Rent: As rent for the Equipment leased hereunder throughout the term hereof, Lessee agrees to pay Lessor, its successors or assigns the sum of \$ 792.54 per month, exclusive of applicable use taxes, beginning upon delivery and acceptance of the Equipment as defined in the above referenced Master Lease Agreement.

4. Amount Financed: The total amount financed under this Equipment Schedule and Payment Agreement, after deducting all applicable credits and discounts is \$ 29,191.00.

5. 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 to:

(i) purchase all or some of the Equipment covered by this Agreement for:

$$\left(\frac{\text{Net Price of Equipment To Be Purchased}}{\text{Total Net Price of Equipment}} \right) \times \left(\begin{array}{l} \text{Amount} \\ \text{to} \\ \text{Finance} \end{array} \text{ less } \begin{array}{l} \text{Sixty percent} \\ \text{(60\%)} \\ \text{of the} \\ \text{monthly Rents} \\ \text{Received} \end{array} \right)$$

plus any accrued late charges and taxes applicable to the transfer of this Equipment.

(ii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left(\frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right) \times (\text{Original Monthly Payment}).$$

(iii) return in accordance with paragraph 4 of the above referenced Master Lease Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed.

If Lessee fails to notify Lessor of its intentions ninety (90) days prior to the expiration of this Agreement and Schedule, it is agreed that Lessee shall renew all of the Equipment covered hereunder in accordance with option (ii) above.

During the renewal period, Lessee may return all or some of the Equipment in accordance with paragraph 4 of the above referenced Master Lease Agreement or purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above by providing Lessor with ninety (90) days prior written notice. Sixty percent (60%) of all Rents received shall accrue toward subsequent purchase of the Equipment covered by this Schedule and Payment Agreement up to an eighty percent (80%) maximum of the original Amount to Finance.

LESSEE EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT IT IS HELD IN ITS THEN EXISTING CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED

Early Buyout Option: At its option during the initial noncancelable lease term, Lessee may purchase all of the Equipment in its then existing condition and location when the option is exercised. The purchase price shall be determined from the schedule referred to in Article 10, Section 10.

Equipment Upgrade: At its option during the term of this Agreement, with the consent of Lessor, Lessee may lease additional equipment and/or upgraded equipment for those items covered under this Schedule and Agreement on a then currently marketed Lessor upgrade program. Such additional or upgraded equipment shall be scheduled on a new Equipment Schedule and Payment Agreement.

Financing Statement: THE PARTIES ACKNOWLEDGE THAT A COPY OF THIS LEASE AGREEMENT EQUIPMENT SCHEDULE AND PAYMENT AGREEMENT MAY BE FILED WITH THE APPROPRIATE STATE AUTHORITIES AS A FINANCING STATEMENT AT ANY TIME AFTER SIGNATURE BY LESSEE FOR PROTECTIVE PURPOSES (SHOULD THIS LEASE AGREEMENT BE CONSTRUED AS A SECURED TRANSACTION AT A FUTURE DATE) AND LESSEE EXPRESSLY AUTHORIZES LESSOR TO EXECUTE A SEPARATE FINANCING STATEMENT ATTACHING THIS AGREEMENT ON BEHALF OF LESSEE SHOULD STATE REGULATIONS SO REQUIRE OR ALTERNATIVELY, TO GRANT AND PERFECT LESSOR'S SECURITY INTEREST IN THE EQUIPMENT. SUCH FILING DOES NOT CONSTITUTE ACCEPTANCE OF THIS AGREEMENT AND SCHEDULE BY LESSOR. IT IS FURTHER ACKNOWLEDGED THAT THE EQUIPMENT SHALL REMAIN PERSONAL PROPERTY AND NOT BECOME A FIXTURE TO REAL PROPERTY.

9. Investment Tax Credit Election: (If the Investment Tax Credit Election is not applicable check this box)

a) LESSOR'S ELECTION: Lessor elects for the purpose of the tax credit allowed by Section 38 of the Internal Revenue Code, the Code, to treat the Lessee named hereon as having purchased the property identified hereon.

b) LESSEE'S CONSENT: By its execution of this Equipment Schedule and Payment Agreement, Lessee understands and consents to the use of the credit of the property covered hereunder for the purpose of the investment tax credit allowed by Section 38 of the Code, except for the following items which are specifically rejected: _____

c) ACRS CATEGORY: The parties acknowledge that the ACRS Category for the Equipment covered hereunder is five (5) years.

d) FAIR MARKET VALUE: The parties acknowledge that the Fair Market Value of the Equipment covered hereunder is \$ _____.

e) TRANSFER OF POSSESSION TO LESSEE: The date of transfer of possession to Lessee for purposes of this Investment Tax Credit Election is _____ (Note: The date of transfer of possession is the date the last item of Equipment under this Schedule and Agreement is shipped to Lessee and shall be filled in the space provided above subsequent to Lessee's execution hereof.)

f) DISTRICT OFFICE WHERE LESSOR FILES ITS FEDERAL TAX RETURNS: Fresno, California

g) DISTRICT OFFICE WHERE LESSEE FILES ITS FEDERAL TAX RETURNS: _____

Equipment Schedule:

Qty.	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price
1	7935H	404MB REMOVABLE DISC DRIVE	\$28,300.00	(6,509.00)*	21,791.00	\$21,791.00
5	97935A	404MB MEDIA MODL	1,480.00		1,480.00	7,400.00

*23% discount per CH240

NET PRICE — HARDWARE	\$29,191.00
NET PRICE — SOFTWARE	0.00
TOTAL NET PRICE — EQUIPMENT	29,191.00
OTHER COSTS	0.00
LESS: DOWN PAYMENT	0.00
AMOUNT TO FINANCE	29,191.00

By execution hereof, the signer hereby certifies that he/she has read this Agreement and the attached Exhibits and that he/she is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY

BY: _____
Authorized Signature

NAME/TITLE: _____

DATE: _____

LESSEE: Westinghouse Electric Corporation

BY: [Signature]
Authorized Signature

NAME/TITLE: R.G. NEAL, MGR PURCHASING

DATE: 4-7-86



Mailed to Secured Party

STATE OF MARYLAND

BOOK 498 PAGE 581

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259677

RECORDED IN LIBER 492 FOLIO 549 ON December 19, 1985 (DATE)

1. DEBTOR

Name The Yacht Basin Company, Inc. - P.O. Box 168
Address 2 Compromise Street - Annapolis, Maryland 21404

2. SECURED PARTY

Name Centron Financial services, Inc. - P.O. Box 74
Address Route 9 & The Garden State Parkway, New Gretna, N.J. 08224

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) June 13, 1986

RECORDED FEE 10.00
POSTAGE 50
#11244 C777 R01 T15:28
JUN 11 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"/> XX (Indicate whether amendment, termination, etc.)</p>

RECEIVED FOR RECORD

1986 JUN 11 PM 4:07
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Dated June 6, 1986

Annette S. Maslanka
(Signature of Secured Party)
Annette S. Maslanka
Centron Financial services, Inc.
Type or Print Above Name on Above Line

262291

BOOK 498 PAGE 588

R.A. Co. 1130
3204 5

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

American Fidelity Mortgage

Name or Names - Print or Type

1. LESSEE(S) E-33 River Reach, 770 Ritchie Hyw. Severna Park, MD
 Address - Street No. City - County State Zip
 21146
2. LESSOR L-J Leasing Company
600 Reisterstown Road Baltimore Maryland 21208

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

SEE ATTACHED SHEET FOR DETAILS

RECORD FEE 11.00
POSTAGE .50
#11246 0777 R01 115:30
JUN 11 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 covered.
7. Products of collateral are covered.

LESSEE(S): American Fidelity Mortgage

By: [Signature]
Signature of Lessee
VINCENT A. AMBROSEMI, Pres
Type or Print

LESSOR: L-J Leasing Company
By: [Signature] Mgr.
Signature of Lessor
XXXXXXXXXXXXXXXXXXXX
Louise E. Neutze, Mgr.
Daniel G. Bittner Mgr.

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To:
L-J Leasing Company
P.O. Box 21472
600 Reisterstown Road

RECORDED
JUN 11 11 AM '86
E. AUSTREY COLLISON
CLERK

8- Modular Workstations from American Seating Systems consisting of the following:

Qty	Model/Catalog#	Description
2	GWR19-Gray	Acoustic panel, non-electrical
3	PAA6318-L	Acoustic panel, non-electrical
8	PAA6324	Acoustic panel, non-electrical
7	PAA6330	Acoustic panel, non-electrical
5	PAA6336	Acoustic panel, non-electrical
2	PAA6342	Acoustic panel, non-electrical
2	EAA6324	Acoustic panel
5	EAA6336	Acoustic panel
4	EAA6348	Acoustic panel
7	SOO11	C1-1 BL/BL outlet
1	SSCP	side entry hardware
1	SSCP	plug in side entry
4	SOT11	outlet box C1 2 sided
2	SOT22	C2 2 sided
1	SOO22	C1 1 sided
8	GLT24-0202	gray taupe task light
4	GLT36-0202	gray taupe task light
1	HCL3630-63-02	med. oak 36X30 u/s
4	HCL7224-63-02	med. oak 72X24 u/s
4	HCL4830-63-02	med. oak 48X30 u/s
2	HPN0612-15	med. oak pedestal
17	---	end conditions
7	---	T conditions
6	---	90° conditions
3	---	X conditions
1	409642CT-WA	conference table manufactured by OFS
1	407236DP-WA	desk manufactured by OFS
1	407219CR-WA	credenza manufactured by OFS
8	212011BG	conference room chairs manufactured by Quaker
6	615061WA	secretarial chairs manufactured by Quaker--rosegray
2	431071WA	management chairs manufactured by Quaker--rosegray
1	312033BG	executive chair manufactured by Quaker
4	FF1454L-TA	commander files


American Fidelity Mortgage

VINCENT A. AMBROSE

Mailed to Secured Party

LJ LEASING
P.O. BOX 21472
BALTIMORE, MD 21208-0472

202255

3004 498 PAGE 500

FINANCING STATEMENT FORM UC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____

If this statement is to be recorded in land records check here

This financing statement Dated 5/22/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NOONAN: Kirk M.
Address 421 Conestoga Road, Berwyn, PA 19312

2. SECURED PARTY

Name First Commercial Corporation
Address 303 Second Street, Annapolis, MD 21403

RECORD FEE 11.00
POSTAGE .50
#11247 0777 R01 715:31
JUN 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)

1985 23' Cobalt Condesa Fiberglass Hull # FGECIX027A585

First Assignee:
First Fidelity Bank N.A. South Jersey
Rt. # 541 and Sunset Road
Burlington, NJ 08016

1985 260 HP Mercruiser Gas Engine # A 367342

Home Anchorage/Winter: Annapolis, MD

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kirk M. Noonan
(Signature of Debtor)

Kirk M. Noonan
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]
(Signature of Secured Party)

First Commercial Corporation
Type or Print Above Signature on Above Line

CR
CLERK

RECORDS & RECORDS
CLERK COUNTY OF ANNE ARUNDEL

1986 JUN 11 PM 4:08

EJAUBREY COLLISON
CLERK

Mailed to Secured Party

Anne Arundel
6/3/86

262256

BOOK 498 PAGE 501

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 May 23, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jenkins, Robert, R. and Jenkins, Janet, E.
Address 904 1st St., Brooklyn Park, Maryland 21225

2. SECURED PARTY

Name Key Financial Services Inc.
Address 57 River Street
Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1974 Uniflite Sport Sedan 36' Hull # UNFC33590873
Engines: twin, Chryslers, 330hp each, gas
serial #'s L: M440BWL14578 R: M440BWR15578
Additional Equipment: 6.5 generator, monomatic head, pressure water, water heater, dockside water, cruiss air, 3 burner stove with oven, refrigerator

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

Robert R. Jenkins
(Signature of Debtor)

Robert R. Jenkins
Type or Print Above Name on Above Line

Janet E. Jenkins
(Signature of Debtor)

Janet E. Jenkins
Type or Print Above Signature on Above Line

William C. B. [Signature]
(Signature of Secured Party)

Key Financial Services Inc.
Type or Print Above Signature on Above Line

CLERK

RECEIVED FOR RECORD
CLERK

1986 JUN 11 PM 4:08
E. AUBREY COLLISON
CLERK

1230

Mailed to Secured Party

262257

BOOK 498 PAGE 592

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 May 31, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Suskie, Bernard, J.
Address 526 Forest Hills Drive, Annapolis, Maryland 21403

2. SECURED PARTY

Name Key Financial Services Inc.
Address 57 River Street
Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

1980 Pearson Sloop 32' Hull # PEA65038M80A USCG O/N: 622125
Engine: Universal, 15hp, diesel, serial # 300322
Additional Equipment: VHF radio, 4 speaker stereo, depth gauge, knot meter, Bimini top, dodger

RECORD FEE 11.00
#11249 0777 R01 T15:3
JUN 11 8

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)

Bernard J. Suskie
(Signature of Debtor)

Bernard J. Suskie
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Diana C. Betts
(Signature of Secured Party)
Key Financial Services Inc.

Type or Print Above Signature on Above Line

Mailed to Secured Party
CLERK

1986 JUN 11 PM 4:08
AUBREY COLLISON
CLERK

Mailed to Secured Party

262208

STATE OF MARYLAND

BOOK 498 PAGE 593

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 Robert B. Dunn, T/A Dunn's Repair
Address 149 Gilbrator Street Annapolin, Maryland 21401

2. SECURED PARTY

Name MAROX LEASING COMPANY
Address P. O. BOX 463
HUNT VALLEY, MARYLAND 21030

Person And Address To Whom Statement Is To Be Returned 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 - SP 84 Rotary Lift S/N 13658

RECORD FEE 1.20
RECORD FEE 10.80
POSTAGE .50
#11251 0777 R01 T15:35
JUN 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 be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
 (Products of collateral are also covered)

[Signature]
(Signature of Debtor)

ROBERT B. DUNN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



RECEIVED FOR RECORDING
CLERK COURT HOUSE
1986 JUN 11 PM 10 08
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

[Signature]
(Signature of Secured Party)

LOUISE E. NEUTZE
Type or Print Above Signature on Above Line

262259

BOOK 498 PAGE 594

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 June 4, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

01

Name Chill-Craft Company

Address 190-B Penrod Court, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name TRANS-AMERICAN LEASING CORPORATION

Address 407 Crain Highway, Suite 200B, Glen Burnie, MD 21061

RECORD FEE
POSTAGE

11.00
.50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

#11252 0777 R01 115:36
JUN 11 86

3. Maturity date of obligation (if any) _____

4. This financing statement covers the following types (or items) of property: (list)

- 1 T-1200 HD s/n117341
- 1 VM-3 Monochrome Monitor s/n 020072
- 1 Dual Display Graphics Adapter
- 1 MS DOS Basic
- 1 Quartet
- 1 DMP 430
- 1 Printer Cable
- 1 Power Backup Supply
- 1 Word Perfect
- 1 PFS: Plan
- 1 On Site Service Agreement

All machinery, equipment, accounts receivable and inventories, now owned or hereafter acquired, including proceeds and products thereof.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Chill-Craft Company

John E. Tyssowski
(Signature of Debtor)

John E. Tyssowski
Type or Print Above Signature on Above Line

John E. Tyssowski
(Signature of Debtor)

President
Type or Print Above Signature on Above Line



TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III
(Signature of Secured Party)

Frank J. Sarro, III, Exec. V.P.
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY

1986 JUN 11 PM 4:08

E. AUBREY COLLISON
CLERK

Filed with: Anne Arundel County

Mailed to Secured Party

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 243092

RECORDED IN LIBER 451 FOLIO 129 ON June 28, 1982 (DATE)

1. DEBTOR

Name Charles J. Mill dba ABC Rental Center
Address 9617 Liberty Road, Randallstown, Maryland 21133

2. SECURED PARTY

Name J.I. Case Credit Corp.
Address 290 lwood Davis Road., Liverpool, New York 13088
c/o 5790 Widewaters PKWY, Dewitt, New York 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

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and descriptive text for each section.

RECORD FEE 10.00
POSTAGE .50
#11253 0777 R01 115:37
JUN 11 86

Anne ARundle 3456

Dated June 5, 1986

J.I. Case Credit Corp.
(Signature of Secured Party)
John Ireland Fin. Mgr.
Type or Print Above Name on Above Line

RECEIVED JUN 11 1986
AUGREY COLLISON
CLERK

Mailed to Secured Party

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 240735

RECORDED IN LIBER 444 FOLIO 453 ON December 9, 1981 (DATE) Anne Arundel County

1. DEBTOR

Name Bathtique International Ltd.
Carnegie Place
Address 247 North Goodman Street
Rochester NY 14607

2. SECURED PARTY

Name Chase Lincoln First Bank, N.A.
Attn: Kenneth K. Conte/T-9
Address One Lincoln First Square
Rochester NY 14643

RECORD FEE 10.00
POSTAGE 50
#11254 C777 R01 115:38

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) JUN 11 86

CHECK FORM OF STATEMENT

Form with sections A. Continuation, B. Partial Release, C. Assignment, and D. Other. Includes address for Marine Midland Bank, N.A.

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY J.F.
CLERK
1986 JUN 11 PM 4:08

E. AUBREY COLLISON
CLERK

Dated 12/31/85

Signature of Secured Party: Kenneth K. Conte
Chase Lincoln First Bank, N.A.

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253591

RECORDED IN LIBER 477 FOLIO 189 ON 8/27/84 (DATE)

1. DEBTOR

Name LENWARD I. BARBER AND DEBORAH BARBER

Address 416 Holly Drive, Annapolis, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC..

Address 24B Defense Street, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

<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>

80:7 Hd 11 NOV 9 1986
 CHECK FORM OF STATEMENT
 J.F. CLEM

RECORD FEE 10.00
 POSTAGE .50
 #11255 0777 R01 115:39
 JUN 11 86

Dated 6/6/86

Alison R. Kessler
(Signature of Secured Party)

ALISON R. KESSLER
Type or Print Above Name on Above Line

Mailed to Secured Party

262200

BOOK 498 PAGE 598

215659

LIBER 382 PAGE 12

(Account No. 35193) Statement No. _____
Date: January 3, 1977 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: Margaret V. Bono Drive
Address: 1121 Broadview ~~XXXXXX~~ Annapolis, Md. 21401

2. SECURED PARTY:
USLIFE Credit Corporation 2020 D West Street
Address: Annapolis, Md. 21401

3. This Financing Statement covers the following types or items of property: (describe)
Amount Secured \$ 1619.11

All household goods listed at above address and on file with USLIFE CREDIT CORPORATION.

4. DEBTORS: Margaret V. Bono
1st Margaret V. Bono
1st _____
SECURED PARTY:
USLIFE CREDIT CORPORATION
By Martin C. DiTrenti 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.

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

Date: 6/6/86
P/11-MD
SECURED PARTY:
USLIFE CREDIT CORPORATION
By Alison R. Kessler
Alison R. Kessler

RECORD FEE 10.00
POSTAGE .50
#1274 0777 R01 115:39
JUN 11 86

400
10-50

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1986 JUN 11 PM 4:08
E. AUBREY COLLISON
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT, A.A. COUNTY

1978 JAN 11 AM 11:01
W. GARRETT LARRIMORE
CLERK

Mailed to Secured Party

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255780

RECORDED IN LIBER 482 FOLIO 111 ON 7/5/85 (DATE)

1. DEBTOR

Name JOAN V. WOODRUFF
Address 896 Chestnut Tree Drive, Annapolis, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC.
Address 24B Defense Street, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00
POSTAGE .50
#11257 0777 R01 T15:39
JUN 11 86

Dated 6/6/85

Alison R. Kessler
(Signature of Secured Party)

ALISON R. KESSLER
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, CALVERT COUNTY

1986 JUN 11 PM 4:08

J. F. CLERK

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257342

RECORDED IN LIBER 476 FOLIO 406 ON 8/15/84 (DATE)

1. DEBTOR

Name MAURICE S. ISAAC
Address 1308 McKinley Street, Annapolis, MD 21407

2. SECURED PARTY

Name NORWEST FINANCIAL MARYLAND INC.
Address 24B Defense Street, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: TERMINATION
(Indicate whether amendment, termination, etc.)

RECORD FEE 10.00
POSTAGE .50
#11258 0777 R01 T15:40
JUN 11 86

Dated 6/6/84

Alison R. Kessler
(Signature of Secured Party)

Alison R. Kessler
Type or Print Above Name on Above Line

RECEIVED FOR RECORD
CIRCUIT COURT, ANNAPOLIS COUNTY

1986 JUN 11 PM 4:08

J. F.
CLERK

E. AUBREY COLLISON
CLERK

Mailed to Secured Party