

**LIBER**

**502**

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263383

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

If transaction or transactions wholly or partially subject to 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 Anselm Enterprizes
Address 1608 Carlyle Drive, Crofton, MD 21114

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)A-200 Mixer-Used
W/ 20QT Bowl, Beater, D Wire Whip

Annapolis # 088256

CHECK THE LINES WHICH APPLY

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

Allice J. Higby Attorney in Fact
(Signature of Debtor)
Anselm Enterprizes
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

RECORD FEE 11.00
POSTAGE .50
22112 CR 01 11732
AUG 20 86

CLERK
1986 AUG 20 PM 4:16
E. J. COLLISON
CLERK

1150

53  
Anne Arnold  
Partnership 5  
11.50

BOOK 502 PAGE 2  
203304

NOT TO BE RECORDED IN LAND RECORDS      FINANCING STATEMENT      NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee      Sung E. Kim, M.D., P.A.  
Name or Names  
14 Wellham Avenue Glen Burnie, Md. 21061  
Address - Street No.      City-County      State      Zip Code  
2. Lessor      The Equipment Leasing Company  
Box 307 Riderwood, Maryland 21139

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

RECORD FEE 11.00  
POSTAGE .50  
#21113 CITT R01 T15432  
AUG 20 86

Lessee: Sung E. Kim, M.D., P.A.  
[Signature]  
(Signature of Lessee)  
SUNG KIM MD PA  
(Type or Print) (Include Title)

Lessor:  
THE EQUIPMENT LEASING COMPANY  
[Signature]  
(Signature of Lessor)  
G. ARNOLD KAUFMAN, VICE PRESIDENT  
Type or Print (Include Title)

To the Filing Officer: After this statement has been recorded please mail the same to:  
The Equipment Leasing Company,      , Box 307, Riderwood, Maryland 21139.

Mailed to Secured Party

CR  
CLERK

11.50

1986 AUG 20 PM 4:16  
E. AUSTIN COLLISON  
CLERK

STATE OF MARYLAND

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 241925

RECORDED IN LIBER 448 FOLIO 136 ON March 29, 1982 (DATE)

1. DEBTOR

Name Home Video Services, Inc.  
554 Benfield Road, Benfield Shopping  
Address Severna Park, MD 21146

2. SECURED PARTY

Name WESTINGHOUSE CREDIT CORPORATION  
1740 E. Joppa Road  
Address Baltimore, Maryland 21234

RECORD FEE 10.00  
POSTAGE .30  
STATEMENT #01 715433  
MAY 20 86

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><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>

DEBTOR:

SECURED PARTY:



WESTINGHOUSE CREDIT CORPORATION

Home Video Services, Inc.  
*Thomas J. Mollica, Jr.*  
(Signature of Debtor)  
Thomas J. Mollica, Jr.

*R. A. Phillips*  
(Signature of Secured Party)  
R. A. Phillips  
Type or Print Above Name on Above Line

Type or Print Above Name on Above Line

Mailed to Secured Party

1050

203385

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

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

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

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

Martin M. & Barbara Bladen  
Maryland Manor 4751 Flanders La.  
Harwood, Md. 20776

Eastern Homes, Inc.  
8291 Washington Blvd.  
Jessup, Md. 20794

RECORD FEE 12.00  
#21115 077 R01 T15\*35

5 This Financing Statement covers the following types (or items) of property:  
The mobile home, manufactured by DeRose, year 87,  
model 70, W 14, Serial # 26719, 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. **CONDITIONAL SALES CONTRACT HAS  
BEEN SIGNED**

6 Assignee(s) of Secured Party and Address(es)  
P. S. F. S.  
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

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 Martin M. & Barbara Bladen  
Signature(s) of Debtor(s)

By \_\_\_\_\_  
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 AUG 20 PM 4:17

ALBERT COLLISON  
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 203386

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

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

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

This financing statement Dated 7/28/86 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 Union Trust Company of Maryland

Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

RECORD FEE 11.00  
POSTAGE .50  
TOTAL 11.50  
AUG 20 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 Union Trust Company of Maryland of certain lease payments under a certain True Lease Assignment dated May 20, 1986, Schedule # 01, dated 5/21/86 between Assignor as Lessor and Lease Account # 680250 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 7/28/86 between Assignor and Assignee:

- 1 New Hi-Speed Press, S/N 7625, Style "D" w/paper wipe parts
- 1 Extra M-951 counterblock slide
- 1 Telestacker drier, Style A S/N T 486238A

CHECK  THE LINES WHICH APPLY

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

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

UNION TRUST COMPANY OF MARYLAND

*Georgia DiLulla CFO*  
(Signature of Secured Party)

Type or Print Above Name on Above Line

Mailed to Secured Party

✓ Filed in The State of Maryland

1/50

BOS

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263387

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

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

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

This financing statement Dated 7/28/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00  
POSTAGE 1.50  
#21117 0777 001 115:36  
AUG 20 86

1. DEBTOR

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

2. SECURED PARTY

Name Union Trust Company of Maryland  
Address 7 St. Paul Street, 5th Fl., P. O. Box 1077, Baltimore, Md. 21203

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

To secure assignment to Union Trust Company of Maryland of certain lease payments under a certain True Lease Assignment dated 5/2/86, Schedule # 01, dated 6/25/86 between Assignor as Lessor and Lease Account # 682050 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 7/28/86 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*  
(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

UNION TRUST COMPANY OF MARYLAND

*Georgia M. Kella*  
(Signature of Secured Party)

Type or Print Above Name on Above Line

✓ Filed in Anne Arundel County

1150

WINSCHL



1986 AUG 20 PM 4:17  
PROPERTY COLLECTION  
EQUIPMENT

EQUIPMENT LIST

<u>Quantity</u>	<u>Description</u>
1 (one)	SL-IMS EPABX
1 (one)	Common Equipment Shelf
1 (one)	Conference/Network Card
2 (two)	Dual Network Cards
3 (three)	Peripheral Shelf Assembly
1 (one)	SL-1 Console Card
7 (seven)	SL-1 Line Cards (8 each)
11 (eleven)	2500 Line Cards (8 each)
2 (two)	Digitone Receivers
6 (six)	CO/WATS/FX Trunk Cards (4 each)
1 (one)	Attendant Console
2 (two)	Dual Port SDI Cards
1 (one)	Paging Trunk Card
54 (fifty-four)	SL-1 Telephones (10 Button)
1 (one)	Data Modem
1 (one)	Battery Distribution Box
1 (one)	Software Package

*FSB*

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. [Signature]*

TITLE: *BxVP.*

UNION TRUST COMPANY OF MARYLAND

BY: *Georgia Bihella*

TITLE: *CFO*

Mailed to Secured Party

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

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

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

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

1. DEBTOR

Name Michael G. Braver  
Address 1925 Main Street Pasadena, Maryland 21122

2. SECURED PARTY

Name J. I. Case Co. D/B/A Case Power & Equipment  
Address Route 309 Montgomeryville, Pa. 18936

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

3. Maturity date of obligation (if any) 8/1/88

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

1 1978 Case Uni-Loader Model 1835 S/N 9853317 Tag# 9440

Recordation Tax- "EXMPT-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR-THE SECURED PARTY IS THE SELLER."

RECORD FEE 11.00  
AUG 21 1988 11:37  
AUG 20 1988

CHECK  THE LINES WHICH APPLY

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

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

[Signature]  
(Signature of Debtor)

Michael G. Braver  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

J. I. Case Co. D/B/A Case Power & Equipment  
Type or Print Above Signature on Above Line

Mailed to Assignee

1150.

1988 AUG 20 PM 4:17  
E. AUGUST COLLISON  
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263389

CH03  
A.A. Co  
11.50

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

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

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

This financing statement Dated \_\_\_\_\_ 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 21601

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.

SEARCH FEE 11.00  
FILING FEE .50  
#21119 CITY R01 715439  
AUG 20 86

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, accessories, 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 1986 International Model 1853 school bus S/N 1HVLFXM4GH53186 with a 66 passenger Thomas school bus body, automatic transmission and 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 Pres  
(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  
William R. Brown  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Mailed to Secured Party

11.50

1986 AUG 20 PM 4:17  
CLERK  
1986 AUG 20 PM 4:17  
1986 AUG 20 PM 4:17

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

If transaction or transactions wholly or partially subject to 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 J and R Bus Service, Inc.  
 Address 8131 Oakwood Road, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Maryland Leasecorp  
 Address 25 South Charles Street  
Baltimore, Maryland 21201

RECORDED 11.00  
 FILED 50  
 AUG 20 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) new 1986 International Model 1853 school bus s/n IHVLPHYU4GHA34165 with a diesel engine and a new Thomas 66 passenger school bus body: including, without limitation, 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 equipment.

CHECK  THE LINES WHICH APPLY

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

J and R Bus Service, Inc.  
*X [Signature]*  
 (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]*  
 (Signature of Secured Party)

William R. Brown  
 Type or Print Above Signature on Above Line

Mailed to Secured Party

1986 AUG 20 PM 4:17  
 CLERK  
 E. HUNTER COLLISON

1150

CM01  
A.A. Co.  
11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263391

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

If transaction or transactions wholly or partially subject to 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 PEDCO, Inc. Address 8439 Elvaton Road, Millersville, Maryland 21108

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)

One (1) new 1986 International Model 1853 school bus S/N #1HVLPHXN5GHA40351 with 66 passenger Thomas school bus body with diesel engine and automatic transmission; including, without limitation, 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 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)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

PEDCO, Inc. 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)

Type or Print Above Signature on Above Line

Mailed to Secured Party

1150

1986 AUG 20 PM 4:17

STATE OF MARYLAND  
FINANCING STATEMENT

BOOK 502 PAGE 12  
FORM UCC-1

Identifying File No. 263292

CM 02  
A.A. Co.  
11.50

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

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

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

This financing statement Dated \_\_\_\_\_ 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 Drive, 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

RECORDED 11.00  
INDEXED .50  
AUG 20 1986

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

The below described property and all additions, attachments, acccessions, 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:

Two (2) new 1986 International Model 1853 school buses S/N's LHVLPUMW4CHA34525 and LHVLPUMW8CHA34267 with 66 passenger Thomas school bus bodies, automatic transmission, and 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 II, Inc.

John Edward Hubers, Inc.  
(Signature of Debtor)

JOHN EDWARD HUBERS  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

William R. Brown  
(Signature of Secured Party)

William R. Brown

Type or Print Above Signature on Above Line

Mailed to Secured Party

1150



1986 AUG 20 PM 4:17

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

For Filing Officer  
**263393**  
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 Anne Arundel Community College  
(Name or Names)  
101 College Parkway Careers Bldg. D - Room 110 Arnold, Md. 21012  
(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)

RECORD FEE 11.00  
POSTAGE .50  
#21123 OCT 01 11:42  
AUG 20 86

4. This financing Statement covers the following types (or items) of property:  
See Schedule A attached to and made a part hereof

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

1986 AUG 20 PM 4:17  
SAUNDERS COLLISON  
CLERK

LESSEE  
Anne Arundel Community College  
By: *Rocci S. Mastroberti*  
(Title)  
Rocci S. Mastroberti  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: \_\_\_\_\_  
(Title)  
Brian G. Connelly  
(Type or print name of person signing)

Return to: Union Trust Co. Of Md.  
Commercial Finance Dept.  
P. O. Box 1077  
Baltimore, Maryland 21203

11 SD

SCHEDULE A

BOOK 502 PAGE 14

Attached to and made a part hereof Equipment Lease No. UT 457  
dated July 21, 1986.

Quantity

Description

1	#6818 Varityper Comp/Edit Work Station which includes: Dual Floppy Disc Drive; Digital Preview Typesetter Driver; Advanced Imaging Software; Accelerated Through- Put Option; RAM Multi Format Language Option; 36" x 26" Table
1	#6830 Digital Photo Typesetter
1	#10248 Font Memory
1	#66186618 Varityper Digital Comp/Edit Satellite Work Station to include 256K Composition Memory; Digital Preview; Advanced Imaging Software; Accelerated Through-put Option; RAM multi Format Option

Approved and agreed to this 22nd day of May, 198 6

Lessee: Anne Arundel Community College

Lessor: Chesapeake Industrial Leasing Co., Inc.

By: X

Rand Mastrobergh

By: \_\_\_\_\_

Mailed to Secured Party

263391

MARYLAND FINANCING STATEMENT

BOOK 502 PAGE 15

(xx) Not Subject to Recordation Tax (C/S/C)

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

Lee-Warner & Associates, A Partnership

1. LESSEE 126 Cathedral Street (Name or Names) Annapolis, MD. 21405 (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 Superior Service Corporation 2001 E. Joppa Rd., Baltimore, MD 21234 (Address)

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

1 - AT&T 6300 Computer, 640K, 20 Megabyte Hard Disk, Epson LQ 800 Printer, Word Perfect, Accounting Partner, Imprint Cables

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

LESSEE Lee-Warner & Associates, A Partnership

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: T. GARDNER, JR. PARTNER T. GARDNER LEE, JR. (Title) (Type or print name of person signing)

By: Brian G. Connelly Mgr. (Title) (Type or print name of person signing)

By: Paul L. Warner PARTNER PAUL L. WARNER (Title) (Type or print name of person signing)

Return to: Superior Service Corporation 2001 E. Joppa Rd. Baltimore, MD 21234 Attn: Mike Ciatta

Mailed to Assignee

1350

1986 AUG 20 PM 4:17

Boat to be docked in Annapolis, MD

FINANCING STATEMENT—MARYLAND

File No. 263395

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:

Thomas M. Coan 10304 Crown Point Court  
Mary S. Coan Potomac, MD 20854

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

First Virginia Bank  
6400 Arlington Blvd.  
Falls Church, VA 22046

3. The maturity date of the obligation (if any) is:-----

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

1986 30' Sea Ray Sundancer Power Boat SRV300, Hull #SERT3794D686  
and 2 Mercruiser 260M engines, serial #B410681 and #E410629.

RECORD FEE

12.00

POSTAGE

.50

827126 000

001 115:47

JUN 20 86

5. Check the lines which apply if any, and supply the information indicated:

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

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

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

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

6. Transaction is  is not  (check which applies) subject to recordation tax imposed by Article 81,  
section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the  
debt initially incurred is \$-----

Debtor(s):

*Thomas M. Coan*  
Thomas M. Coan

*Mary S. Coan*  
Mary S. Coan

Secured Party:

First Virginia Bank

By *Fernanda S. Howard*  
(AUTHORIZED SIGNATURE)

Fernanda S. Howard  
Assistant V.P.

(TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.  
All Information Must Be Typewritten or Printed in Ink

1250

Mailed to Secured Party

BOOK 502 PAGE 17

FINANCING STATEMENT - FORM UCC-1

Identifying File No. 202396

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

If transaction or transactions wholly or partially subject to 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 Hardware & Supply Co., Inc. T/A Edgewater Hardware
Address 301 Londontown Road, Edgewater, MD 21037

2. SECURED PARTY

Name BANCAMERICA PRIVATEBRANDS INC.
Address One Imperial Way, Suite C-106
Post Office Box 99
Fogelsville, PA 18051

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

RECORDING FEE 12.00
.50
AUG 20 1986

3. Maturity date of obligation (if any)

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

All of the following types of goods held for sale or lease by debtor, now owned or hereafter acquired, consisting of but not limited to, new lawn mowers, lawn sweepers, tillers, lawn tractors, garden tractors, snow throwers, Danville Express applicators, and related equipment, including accessories and all other equipment used or intended to be used in conjunction with any of the foregoing acquired by debtor from Lawn Care Distributors, Inc.

(inventory)

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Edgewater Hardware & Supply Co., Inc. T/A
Edgewater Hardware

(Signature of Debtor)

Howard Victor Hall
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

G. L. Smith/Account Manager
Type or Print Above Name on Above Line

Mailed to Secured Party

1250

ANNE ARUNDEL COUNTY

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$2,500.00.....

1. Name of Debtor(s): Jon E. Phillips  
Address: 410 Severn Avenue  
P.O. Box 3245  
Annapolis, MD 21403

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: ~~8200 TOWNE SQUARE~~ 209 Main Street  
~~SILVER SPRING, MARYLAND 20910~~ Annapolis, MD 21401

3. This Financing Statement covers the following types (or items) of property:  
One new, 1986 Toshiba Model T-1100 Computer, Serial #05613224.  
One New, 1986 Bernoulli Hard Drive, Serial #ATWA60124.

RECORDED FE 11.00  
RECORDED TR 35.50  
POSTAGE .50  
REGISTERED MAIL 115.49  
AUG 20 1986

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):  
*Jon E. Phillips*  
.....  
Jon E. Phillips  
.....  
.....

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *David E. Klein*  
.....  
David E. Klein, Senior Branch Officer  
(Type Name and Title)

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

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

1986 AUG 20 PM 4:17  
NOT RECORDED  
COLLISION



Mailed to Secured Party

11-  
38 SD  
50

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal  
Amount is \$ 143,229.86
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

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

RECORD FEE 12.00  
POSTAGE .50  
#21130 0777 801 115:50  
#6 20 86

NAME	ADDRESS
1. Debtor(s)	Street City State

Bengtson, DeBell, Elkin, & Titus, P.C.  
11229 Lockwood Drive, Silver Spring, Montgomery Co., Maryland 20901  
2600 Caborer Drive, Hanover, Anne Arundel Co. Maryland 21076

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

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

Check  one or more boxes as applicable:

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

Title Owner of Real Estate: \_\_\_\_\_

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

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

Bengtson, DeBell, Elkin & Titus, P.C.

By: *David A. Wood, Jr.*

by: *John DeBell, President*

Type Name David A. Wood, Jr.

Title Vice President/Corporate

I do hereby certify that recordation tax in the amount of \$ 473.55 has been paid to the State Department of Assessments and Taxation in connection with the filing of this Financing Statement.

Type or Print Name and Title of Each Signature

Sovran Bank/Maryland

by: *David A. Wood, Jr.*  
David A. Wood, Jr.  
Vice President/Corporate



*DSJ*

Vehicles:

1986	Chevrolet, St Wgn (Suburban)	VIN #1G8EC16H1GF178307
1985	Ford 2D Sdn (Thunderbird)	VIN #1FABP46F5FH188733
1981	BMW 2D Sdn (320I)	VIN #WEAAG3308B8021662

Equipment & Furniture:

One	(1) 4-Drawer Lateral File
One	(1) 5-Drawer Flat File
Two	(2) Metal Chairs & One (1) Secretarial Desk File Folder Shelving
Three	(3) Pairs of Base Chrome Legs for Desk Tops
One	(1) 27" Under File & One (1) 24" Under File & Accessory Tray
One	(1) Hi Tech Secretarial Light Oak Desk
One	(1) Stacor Blue Print File
One	(1) Hi Tech Desk with Ctr. Drawer
One	(1) 37.5" x 72" Ranger Table
Six	(6) Black Stack Chairs, Six (6) 6-Shelf Book Cases
One	(1) Chrome Chair, Two (2) 48" Round Table Tops with Chrome Bases, Six (6) Brown Stack Chairs
One	(1) 4 Drawer Legal File, & One (1) Oak Table Top with Chrome H-Legs
	Telephone Equipment
Three	(3) Hi Tech Secretarial Desks
One	(1) Wheelwriter 3 Typewriter & Starter Kit
One	(1) Wheelwriter 3 Typewriter
One	(1) Cocktail Table & One (1) Sofa Table
Three	(3) Folding Drawing Tables
One	(1) 456 Megabyte Disc Drive with Cabinet
Three	(3) Standard 6 Button Phones, One (1) Speaker Phone Unit
One	(1) DSS-32, One (1) Station Card & Cable
One	(1) Windsor Probe Kit & With 25 Probes
One	(1) TEK 4125 Graphics Workstation
Two	(2) Graphics Computer Terminals
One	(1) Tektronix 4106 Computer Terminal
One	(1) Lietz Electronic Distance Meter & Tri Brach
One	(1) Mayline Forester Light Table
One	(1) 32K Data Collector
Seven	(7) 4" Flight Augers
One	(1) SDR 2 Electronic Computer Field Book with 32K
One	(1) Kroytype 80 Electric Print Machine
One	(1) Combo 450KM Binder
One	(1) Transcriber with 3 Micro Cassette Recorders

Schedule "A"  
Bengtson, DeBell, Elkin & Titus, P.C.  
Page 2 of 2

BOOK 502 PAGE 21

One	(1) BC2 ASCII Format to DIGIMAP (Software)
One	(1) 201 Linex Scriber SN #0161 & Memory Cartridge
One	(1) 5 Drawer Flat File
One	(1) Set of Flat Files & Base
One	(1) Projector with Zoom
One	(1) Lazer Printer
One	(1) TEK 4125 Graphics Workstation
Two	(2) Conference Desks
Two	(2) Credenzas
Two	(2) Arm Chairs
One	(1) Bookcase
One	(1) Swivel Chair
Two	(2) Side Chairs
One	(1) Blueprint File

Secured Party

SOVRAN BANK/MARYLAND

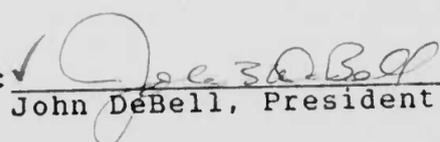
By:

  
David A. Wood, Jr.  
Vice President/Corporate

Debtor:

BENGTSON, DEBELL, ELKIN & TITUS, P.C.

By:

  
John DeBell, President

Mailed to Secured Party

31040

203399

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

J.H. Holt & Son

4722 Sands Road, Harwood, Md. 20776

RECORD FEE 11.00  
POSTAGE .50  
621131071 801 717451  
AUG 20 86

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: P.O. Box 17292, Baltimore, Md. 20776

Attach separate list if necessary

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

(1) General 35GHG Trailer  
112HG13202GT350202

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)

*James H. Holt*

THE FIRST NATIONAL BANK OF MARYLAND

BY *Leon R. Rickards*

Leon R. Rickards  
Vice President

J.H. Holt & Son

1986 MAR 20 PM 4:17  
COLLISION  
CLERK

FNB 0850

Type or print names under signatures

Mailed to Secured Party

11/20

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263400

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

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

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

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

1. DEBTOR Lessee

Name Great Bear Spring Company
Address Rt. 46 & Hollister Road, Teterboro, NJ 07608

2. SECURED PARTY Lessor

Name Heller Financial, Inc.
Address 105 West Adams Street, Chicago, IL 60603
Heller Financial, Inc., 555 Kinderkamack Road, Oradell, NJ 07649
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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

All of the good, equipment & fixtures now or hereafter leased by Lessor to Lessee, including without limitation, the following: Sperry Computer System; & all accessions, additions, replacements, substitutions thereto and therefor.

EQUIPMENT LOCATION: 8325 Patuxent Range Road Jessup, MD

RECORD FEE 11.00
REC-132 JTT 401 T15452
AUG 20 86

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered) Great Bear Spring Company

(Signature of Debtor)

Arthur N. ALANSON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Bernard Reichtman
Type or Print Above Signature on Above Line

1986 AUG 20 4:17
REC-132 JTT 401 T15452
AUG 20 86

Mailed to Secured Party

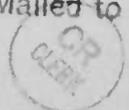
11/8

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No. <b>263401</b>
(Not to Be) <del>PTSD</del> Recorded in the Land Records.* strike inapplicable words		
Debtor(s) Name(s) and Address(es)  <b>American Lithograph, Inc.</b> 611 H & J Hammonds Ferry Road Linthicum, Anne Arundel, MD 21090	Secured Party Name and Address  <b>The CIT Group/Equipment Financing, Inc.</b> 1301 York Road Lutherville, MD 21093	
<del>XXXXXXXXXXXXXXXXXXXX</del> <del>XXXXXXXXXXXXXXXXXXXX</del>		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.  <b>One (1) Two Unit Solna Color King 22 x 36 Web Offset Press S/N F11A-4-6-78- None Complete With KJ6 Folder S/N 578 And Cross Head Perforator And Shoulder Perforator</b>		
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."		
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><b>American Lithograph, Inc.</b></u>	Secured Party <u><b>The CIT Group/Equipment Financing, Inc.</b></u>	
By <u><i>Barbara L. Richards</i></u> Title <u><i>Pres.</i></u> If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.	By <u><i>MKSchmidt</i></u> Title <u><i>Asst VP</i></u>	
<u><b>BARBARA L. RICHARDS</b></u> Type or print name(s) of person(s) signing	<u><b>MKSCHMIDT</b></u> Type or print name of person signing	

RECORDED FE 11.00  
 DISTANCE .50  
 831133 6777 RM 115-53  
 MAR 20 86

1986 NOV 20 PM 4:17  
 COLLISION

1/50

Mailed to Secured Party  


11.50

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No. <b>263402</b>
(Not to Be) <del>Be</del> Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) <b>Dimarzo &amp; Glasgow Truck Leasing, Inc.</b> <b>2545 Arbor Court</b> <b>Gambrills, Anne Arundel, MD 21054</b>		Secured Party Name and Address <b>The CIT Group/Equipment Financing, Inc.</b> <b>1301 York Road</b> <b>Lutherville, MD 21093</b>
<del>XXXXXXXXXXXXXXXXXXXX</del> <del>C.I.T. Corporation</del>		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. <b>One (1) 1986 Marmon 57P Truck S/N 1JUCEC184G1000330</b> <b>One (1) New 14' R &amp; S Steel Body S/N 86020174</b>  <b>"and all leases, other chattel paper, rentals, and other income related thereto and arising therefrom, and all cash and non-cash proceeds thereof."</b>  <small>The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. and hereinafter herein to "C.I.T. Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."</small>		
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) <b>Dimarzo &amp; Glasgow Truck Leasing, Inc.</b>		Secured Party <b>The CIT Group/Equipment Financing, Inc.</b>
By <u><i>Bernard B Dimarzo 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> <b>BARNARD DIMARZO</b> <small>Type or print name(s) of person(s) signing</small>		By <u><i>Joseph C Sickler</i></u> <b>Joseph C Sickler</b> <small>Type or print name of person signing</small>

RECORD FEE 11.00  
 STATE FEE .50  
 NOTARIAL FEE 15.54  
 AUG 20 1986

1986 AUG 20 PM 4:17  
 T. AUBREY COLLISON  
 CLERK



1150

Mailed to Secured Party

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
ANNAPOLIS, MARYLAND 21404

263403

FINANCING STATEMENT

BOOK 502 PAGE 26

DATE: August 7, 1986

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR(s): Chesapeake Well Drillers

ADDRESS: 4453 Owensville-Sudley Road  
Harwood, MD 20881

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:

- 1 Melroe T136 Trencher Power Unit serial number 11028
- 1 6572213 48" Channel Boom
- 1 6634458 48" STD Chain Assy.
- 1 6575873 6" Cup Teeth
- 1 6575865 Single Anger Trenching Unit Model SGL serial number 145

RECORD FEE 11.00  
POSTAGE .50  
221135 CTT 901 715:55  
AUG 20 86

11/50

CR  
CLERK

1986 AUG 20 PM 4:17  
ANNAPOLIS

DEBTOR(S):

Chesapeake Well Drillers

By: *Benjamin Catterton*  
Benjamin Catterton, President

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: *Paul R. O'Connell*  
(Authorized Signature)

Paul R. O'Connell, Vice President

(Type Name and Title)

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

Mailed to Secured Party

AA Co, MD

BOOK 502 PAGE 27

UNIFORM COMMERCIAL CODE  
STATEMENT OF REASSIGNMENT AND RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book/Film No.: 471

Page No.: 441

Identification No.: 11640 251270

Dated: 3/16/84

1. Debtor: Circle Machine Services  
Address: 6305 Carolina Avenue  
Glen Burnie, MD 21061

2. Secured Party: PHillips Leasing Div. of Phillips Corp.  
Address: 114 Forbes Street  
Annapolis, MD 21401

RECORDED FEE 10.00  
POSTAGE 50  
121136 0777 001 115456  
AUG 20 1984

3. Assignee: THE FIRST NATIONAL BANK OF MARYLAND

4. The Assignee hereby reassigns the above referenced Financing Statement to the Secured Party and releases the interest of the Assignee with respect to that Financing Statement.

THE FIRST NATIONAL BANK  
OF MARYLAND

By: Joseph D. Sneed  
Name:  
Title: Loan Administrator

UPON COMPLETION OF FILING PLEASE RETURN FILING EVIDENCE TO:

Frederick W. Runge, Jr.  
Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202

fwr73cc

Lease 922

Mailed to Assignee



1050

1986 AUG 20 PM 4:17  
115456

AA 6, MP

UNIFORM COMMERCIAL CODE  
STATEMENT OF REASSIGNMENT AND RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book/Film No.: 475 Page No.: 265  
Identification No.: 23754 252854 Dated: 7/25/84

- 1. Debtor: J. Joseph & Emilia Poiter  
Address: 1180 Great Oak Court  
Crownsville, MD 21032
- 2. Secured Party: Phillips Financial Services, Inc.  
Address: 114 Forbes Street  
Annapolis, MD 21401
- 3. Assignee: THE FIRST NATIONAL BANK OF MARYLAND

4. The Assignee hereby reassigns the above referenced Financing Statement to the Secured Party and releases the interest of the Assignee with respect to that Financing Statement.

THE FIRST NATIONAL BANK  
OF MARYLAND

By: Judith A. Sneed  
Name:  
Title: Loan Admin. Officer

RECORD FEE 10.00  
POSTAGE .50  
821187 077 801 115456  
AUG 20 84

UPON COMPLETION OF FILING PLEASE RETURN FILING EVIDENCE TO:

Frederick W. Runge, Jr.  
Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202

G.P. CLERK

1984 AUG 20 PM 4:17  
E. ADRIAN COLLISON  
CLERK

fwr73cc

Lauer  
936

Mailed to Assignee

1050

AA Co, MD

BOOK 502 PAGE 29

UNIFORM COMMERCIAL CODE  
STATEMENT OF REASSIGNMENT AND RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book/Film No.: 473

Page No.: 452

Identification No.: 252145

Dated: 5/25/84

1. Debtor: Phoenix Homes Inc.  
Address: 1180 Great Oak Court  
Crownsville, MD 21032
2. Secured Party: Phillips Financial Services  
Address: 114 Forbes Street  
Annapolis, MD 21401
3. Assignee: THE FIRST NATIONAL BANK OF MARYLAND

4. The Assignee hereby reassigns the above referenced Financing Statement to the Secured Party and releases the interest of the Assignee with respect to that Financing Statement.

THE FIRST NATIONAL BANK  
OF MARYLAND

By: Gabriele D. Smead  
Name:  
Title: Loan Administrator

RECORDED RE 10.00  
POSTAGE .50  
#21138 5777 R01 T15457  
MAY 20 1984



UPON COMPLETION OF FILING PLEASE RETURN FILING EVIDENCE TO:

Frederick W. Runge, Jr.  
Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202

fwr73cc

Lease 935

Mailed to Assignee

1050

A.A. Co, MD

BOOK 502 PAGE 30

UNIFORM COMMERCIAL CODE  
STATEMENT OF REASSIGNMENT AND RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book/Film No.: 482

Page No.: 79

Identification No.: ~~02150~~ 255395

Dated: 1/28/85

1. Debtor: Circle Machine Service  
Address: 6305 Carolina Avenue  
Glen Burnie, MD 21061
2. Secured Party: Phillips Financial Services, Inc.  
Address: 114 Forbes Street  
Annapolis, MD 21401
3. Assignee: THE FIRST NATIONAL BANK OF MARYLAND

4. The Assignee hereby reassigns the above referenced Financing Statement to the Secured Party and releases the interest of the Assignee with respect to that Financing Statement.

THE FIRST NATIONAL BANK  
OF MARYLAND

RECORD FEE 10.00  
POSTAGE .50  
BALTIMORE CITY 801 715457  
AUG 20 86

By: Janice A. Sneed  
Name:  
Title: Loan Admin Ofcr.

UPON COMPLETION OF FILING PLEASE RETURN FILING EVIDENCE TO:

Frederick W. Runge, Jr.  
Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202

fwr73cc

Lease 954

Mailed to Assignee

G. L. CLERK

1050

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 44,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>David R. Deitrick, D.D.S.</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>Beth S. Deitrick</u>	Attn: <u>D.L. Jaffa #102-030</u>
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
<u>770 Ritchie Highway, Ste. W10</u>	<u>P.O. Box 1344</u>
<small>(Address)</small>	<small>(Address)</small>
<u>Severna Park, MD 21146</u>	<u>Baltimore, MD 21203</u>

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

All accounts, inventory, equipment, fixtures, chattels, contracts, contract rights, instruments, general intangibles, proceeds (including insurance proceeds) and accessions thereof and all other assets, rights, interests or properties of debtor, tangible or intangible, real or personal, located at 770 Ritchie Highway, Suite W10, Severna Park, MD 21146.

RECORDED \$ 12.00  
 RECORD TAX 308.00  
 FEES .50  
 02:143 CTT R01 T15:59  
 AUG 20 86

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

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<small>(Seal)</small>	<small>(Seal)</small>
<u><i>David R. Deitrick</i></u>	<u><i>Beth S. Deitrick</i></u>
<small>(Signature)</small>	<small>(Signature)</small>
<u>David R. Deitrick</u>	<u>Beth S. Deitrick</u>
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>
<u><i>Ling R. Deitrick</i></u> (Seal)	<u><i>Sally M. Deitrick</i></u> (Seal)
<small>(Signature)</small>	<small>(Signature)</small>
<u>Ling R. Deitrick</u>	<u>Sally M. Deitrick</u>
<small>(Typed Name)</small>	<small>(Typed Name)</small>

12-308-50BANK

Mailed to Secured Party

1986 AUG 20 PM 4:18  
 CLERK  
 02 AUG 20 1986

263405

BOOK 502 PAGE 32

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)  Uhles, James L. 148 Downing Dr. Severna Park, MD 21146	2. Secured Party(ies) and address(es) CIGNA/Willowbrook Associates Limited Partnership c/o CIGNA Realty Resources, Inc.-Eleventh 900 Cottage Grove Road — South Building Bloomfield, Connecticut 06152	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
--	---	---

RECORD FEE 11.00  
 POSTAGE .50  
 021146 071 201 116400  
 05 20 06

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

Debtor's limited partnership interest in CIGNA/Willowbrook Associates Limited Partnership, a Delaware limited partnership, including all of Debtor's rights and interest in said limited partnership and any successor limited partnership and under the limited partnership agreement relating thereto.

SECURITY AGREEMENT: COLLATERAL  
 NOT SUBJECT TO RECORDATION TAX  
 THIS IS NOT A REAL ESTATE FILING

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

Firemen's Insurance Company  
 of Newark, New Jersey  
 180 Maiden Lane  
 New York, New York 10038  
 Attention: Department Head  
 Financial Risk Department

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:

Knollwood Associates Limited Partnership By: CIGNA Realty Resources, Inc.-Eleventh General Partner as Attorney-in-Fact for: <u>James L. Uhles</u>	CIGNA Willowbrook Associates Limited Partnership <u>C.A. White</u>
By: <u>C.A. WHITE - ATTORNEY-IN-FACT</u> <u>C.A. White</u> Signature(s) of Debtor(s)	By: Knollwood Associates Limited Partnership, the General Partner By: CIGNA Realty Resources, Inc.-Eleventh <u>C.A. White</u> Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)



Mailed to Assignee

CC - Anne Arundel Co.  
P.O. Box 71  
Annapolis, Md.  
21404

Maryland Department of  
Assessments and Taxation - 710.50  
301 West Preston Street  
Baltimore, Md. 21201

BOOK 502 PAGE 33

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

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 234791,  
RECORDED IN LIBER 430 FOLIO 171 ON 10/8/80 (DATE).

2. Name and address of Debtor(s) Dollar Rent-A-Car Washington, Inc. 6141 West Century Blvd. Los Angeles, CA 90045	3. Name and address of Secured Party C.I.T. Corporation 1301 York Rd. Lutherville, MD 21093
--	--

RECORD FEE 10.00  
FEE .50  
RECEIVED CITI RO1 T16101  
AUG 20 86

4. After recording, this statement is to be returned to ~~C.I.T. Corporation at~~  
Dollar Rent A Car-Washington, Inc.  
6141 W. Century Blvd.  
Los Angeles, CA 90045

5. Maturity date of obligation (if any):

6. CHECK  FORM OF STATEMENT

- A.  CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B.  PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C.  ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D.  TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E.  OTHER - \_\_\_\_\_ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:

[Empty box for description of collateral]

Dated 7/23/86

Joseph C. Sickle  
(Signature of Secured Party)

Joseph C. Sickle  
(Type or Print Name of Secured Party on Above Line)

Mailed to Secured Party

1050

Maryland Department of Assessments and Taxation - \$10.50  
801 West Preston Street  
Baltimore, Md. 21201

cc - Ann Arundel Co.  
P.O. Box 71  
Annapolis, Md. 21404

BOOK 502 PAGE 34

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

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 227858,  
RECORDED IN LIBER 414 FOLIO 102 ON 9/5/79 (DATE).

2. Name and address of Debtor(s) B.W.I. Rentals, Inc. P.O. Box 18315 BWI Airport Baltimore, MD 21240	3. Name and address of Secured Party C.I.T. Corporation 1301 York Rd. Lutherville, MD 21093
--	--

RECORD FEE 10.00  
POSTAGE .50

421148 0777 R01 T16-02  
AUG 20 1986

4. After recording, this statement is to be returned to ~~C.I.T. Corporation~~  
Dollar Rent A Car-Washington, Inc.  
6141 W. Century Blvd.  
Los Angeles, CA 90045

5. Maturity date of obligation (if any):

6. CHECK  FORM OF STATEMENT

- A.  CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B.  PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C.  ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D.  TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E.  OTHER - \_\_\_\_\_ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:

[Empty box for description of collateral]

Dated 7/23/86

*Joseph C. Sickle*  
(Signature of Secured Party)

Joseph C. Sickle  
(Type or Print Name of Secured Party on Above Line)

1050

Mailed to Secured Party

263406

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

This financing statement Dated 7/7/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EAST COAST SECURITY CORPORATION

Address 440 Old Mill Road, Millersville, MD 21108

2. SECURED PARTY

Name SARRO/SIEGEL LEASING PARTNERSHIP

Address 1071 Worcester Road, Framingham, MA 01701

RECORD FEE 11.00  
POSTAGE .50  
#21149 CTTI RM1 T16402  
AUG 20 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 Attached Equipment List



1986 AUG 20 PM 4:18  
ANNE ARUNDEL COUNTY

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

EAST COAST SECURITY CORPORATION

X *[Signature]*  
(Signature of Debtor)

X RONALD C. PERKINS  
Type or Print Above Signature on Above Line  
President

(Signature of Debtor)

Type or Print Above Signature on Above Line

SARRO/SIEGEL LEASING PARTNERSHIP

*[Signature]*  
(Signature of Secured Party)

Partner  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

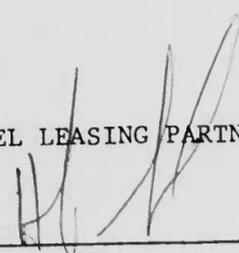
1150

EQUIPMENT LIST

- 1 General Automation 1758 Computer S/N 2416  
w/ 47MB  
512 KB Memory  
6 I/O Port  
1 Parallel Printer Port
- 3 ADDS Viewpoint Color CRT(s)
- 1 Data Products 8010 Printer
- 1 Auto Dialer
- 1 Modem  
  
With Command Center Program

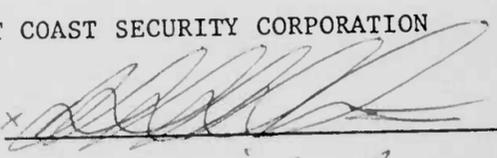
All machinery, equipment, accounts receivable and inventories now owned or hereafter acquired, including proceeds and products thereof.

SARRO/SIEGEL LEASING PARTNERSHIP

BY: 

TITLE: Partner

EAST COAST SECURITY CORPORATION

BY: 

TITLE: President

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 203407

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

If transaction or transactions wholly or partially subject to 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 Andrew C. Queen  
Address P.O. Box 351 Gambrills, Maryland 21054

2. SECURED PARTY

Name Suit & Wells Equipment Co. Inc  
Address 6300 Chain Highway - Upper Marlboro Md. 20772  
J.I. Case Co or J.I. Case Credit Corp. (As their Int May Arise)  
Person And Address To Whom Statement Is To Be Returned If Different From Above.  
5790 Widewaters Parkway Syracuse, N.Y. 13214

3. Maturity date of obligation (if any)

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

1- 1986 Case Model 885E  
Tractor w/ Hdr  
Serial # 17035713

Name and address of Assignee

RECORDED FEE 11.00  
SEARCHED  
INDEXED  
SERIALIZED  
AUG 20 1986

1986 AUG 20 PM 4:18  
COLLISION



CHECK  THE LINES WHICH APPLY

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

(Signature of Debtor)

Andrew C. Queen  
Type or Print Above Name on Above Line  
Andrew C. Queen  
(Signature of Debtor)

Type or Print Above Signature on Above Line

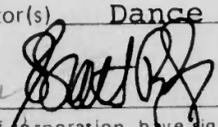
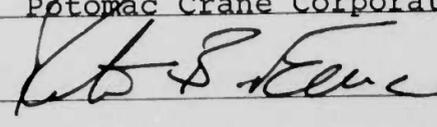
(Signature of Secured Party)

Jay R. Wilson  
Type or Print Above Signature on Above Line  
Suit & Wells Equipment Co. Inc.

11/50

Mailed to assignee

263408

 <b>Maryland Financing Statement</b> 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)	Secured Party Name and Address	
Dance Brothers 732 Wedeman Ave. Linthicum, Md 21090	POTOMAC CRANE CORPORATION 8106 Hassett Street Lorton, Virginia 22079	
Assignee of Secured Party C.I.T. Corporation 8245 N.W.53rd Street, #101 Miami, Fl 33166	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax. <small>RECORD FEE .50 POSTAGE</small>	
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>		
Two (2) RICHIER model 1296 Tower cranes, S/N <u>54027</u> and S/N <u>54029</u> , complete with all accessories and attachments Thereto.		
Equipment location: Civic Center Parking Garage, Baltimore, Md		
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>Dance Brothers</u>	Secured Party <u>Potomac Crane Corporation</u>	
By  Title <u>Vice Pres.</u>	By 	
<u>S. Scott Dance</u> Vice Pres.	<u>Robert B. Feiman, Pres.</u>	
<small>Type or print name(s) of person(s) signing</small>	<small>Type or print name of person signing</small>	

RECORD FEE .50  
POSTAGE

11.00  
11.50  
#21151 0717 R01 116:04  
AUG 20 1966



1966 AUG 20 PM 4:18

ROBERT B. FEIMAN

Mailed to Secured Party

1150

BOOK 502 PAGE 39

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No. <b>263409</b>
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es)  <b>Dance Brothers</b> <b>732 Wedeman Avenue</b> <b>Linthicum, Md 21090</b>		Secured Party Name and Address  <b>Potomac Crane Corporation</b> <b>8106 Hassett Street</b> <b>Lorton, Va 22079</b>
Assignee of Secured Party <b>C.I.T. Corporation</b> <b>8245 N.W. 53rd Street</b> <b>Miami, Fl 33166</b>		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) RICHIER model 1296 Tower Crane, S/N <del>40</del> 62005, complete with all attachments and accessories thereto.		RECORD FEE 11.00 POSTAGE .50 #21152 0777 R01 116:04 AUG 20 86
Equipment location: John Hopkins Hospital Baltimore, Md		
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>Dance Brothers</u>		Secured Party <u>Potomac Crane Corporation</u>
By <u>[Signature]</u> Title <u>Vice Pres</u>		By <u>Frank W Toothman</u>
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		
<u>S. Scott Dance, Vice Pres.</u>		<u>Frank W. Toothman, Vice Pres.</u>
<small>Type or print name(s) of person(s) signing</small>		<small>Type or print name of person signing</small>
5 SA-989D		

1985 AUG 20 PM 4:18

1985 AUG 20 PM 4:18

E. WINTER COLLISON CLERK

6-1-86

Mailed to Assignee

Assignee

1150

12-

Anne Arundel Co

BOOK 502 PAGE 40

RECEIVED AUG 07 1986

203110

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 Randy Mertz DBA Cypress Paint and Drywall  
Address 3037 Pike Dr., Riva, MD 21140

2. SECURED PARTY

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

RECORDED FEE 17.00

RECEIVED CITY OF BALTIMORE

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

AUG 20 86

3. Maturity date of obligation (if any) \_\_\_\_\_

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

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

1 Genie PLC 24 PDC

CHECK  THE LINES WHICH APPLY

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

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

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

PLEASE SIGN HERE

G.L. CLERK

1986 AUG 20 PM 4:18  
E-ADRIAN COLLISON  
CLERK

Randy Mertz  
(Signature of Debtor)

Randy Mertz DBA  
Cypress Paint and Drywall  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Kathryn M Kauer  
(Signature of Secured Party)

American Equipment Leasing Co., Inc.  
Type or Print Above Signature on Above Line

B 300201

12-

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 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 Deep Creek Rest. Inc.  
Address 1050 Deep Creek Ave., Arnold, Md. 21012

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) A-200-1 Mixer  
Bowl, B Beater, D Whip

RECORD FEE 11.00  
POSTAGE .50  
AUG 20 1966 0777 801 116405

Annapolis - # 079704

CHECK  THE LINES WHICH APPLY

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

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

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

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

Deep Creek Rest. Inc.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Mailed to Secured Party

HOBART CORPORATION  
(Signature of Secured Party)

[Signature]  
Type or Print Above Signature on Above Line

AUG 20 1966



1966 AUG 20 PM 4:18

1130

BOOK 502 PAGE 42

203112

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility. 3955-1	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es)  Plaza West Associates Limited Partnership d.b.a. Annapolis Hotel 126 West Street Annapolis, MD 21401	2. Secured Party(ies) and address(es)  UNIVERSAL COMMUNICATION SYSTEMS, INC. 1401 Municipal Road, N.W. Roanoke, Virginia 24012	3. For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 13.00 POSTAGE .50 #21155 CTTT 801 716-496 AUG 20 1986

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

Private telephone communication equipment located at the address of the Debtor—including PABX switching systems, consoles, telephones, MDF, power supply, trunks, cable and all communication equipment described in Schedule A of a certain agreement between the parties hereto, wherein secured party is granted a security interest.

(Not subject to recordation tax.)

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	<p>Institutional Services Corp., General Partner          PLAZA WEST ASSOCIATES          LIMITED PARTNERSHIP          Institutional Services Corp. Partner          James P. McDermott, VP  <i>J. P. McDermott</i>          Signature(s) of Debtor (Or Assignor)</p>	<p>UNIVERSAL COMMUNICATION SYSTEMS, INC.          F. K. Shaftman, President  <i>F. K. Shaftman</i>          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

G. L. CLERK

1986 AUG 20 PM 4:10

1350

Mailed to Secured Party

263413

BOOK 502 PAGE 43

413306

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

Credit Union Acct. No.

Debtor(s) Name and Mailing Address (Last Name First) Jeffrey Duncan 713 Glenwood Street Annapolis, MD 21403	For Filing Officer (date, time, number and filing office)
Secured Party Name and Address (Credit Union) Naval Air Federal Credit Union 160 Newtown Road Virginia Beach, VA 23462	RECORD FEE 11.00 POSTAGE .50 \$21.54 0771 001 1083 42 AUG 21 88

1. This financing statement covers the following items of property:

1986 Kawasaki Jet Ski, serial number KAW20710H586

2. All or part of the above described items are affixed to or will be affixed to the following described real estate:

Name(s) of record owner(s) of said real estate:

3. Proceeds of Collateral are also covered

*Jeffrey J. Duncan*  
Debtor

Filed with: \_\_\_\_\_

Naval Air Federal (CREDIT UNION)

Secured Party

By: Gwen Hairston *Gwen Hairston*

Title Clerk

Title: \_\_\_\_\_

(Form to be completed in triplicate — Original and one copy with self-addressed return envelope to Filing Officer; triplicate retained by Credit Union).

VCUL-UCC-2

1150

Mailed to Secured Party

1988 AUG 21 AM 9:28  
NAF CREDIT UNION  
TITLE CLERK

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ 203114

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.

RECORD FEE 11.00  
POSTAGE .50  
#21160 CTTI R01 108:46  
AUG 21 1986

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.

J. Wyatt Madras  
(Signature of Debtor)

J. WYATT MADRAS  
Type or Print

(Signature of Debtor)

Type or Print

Lessor: BUILDERS LEASING COMPANY

Bruce Freeman  
(Company, if applicable)

Bruce Freeman  
(Signature of Secured Party)

(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

Luras Bros. Form F-1

1150

Mailed to Assignee



25 AUG 21 AM 9:28

AUBREY COLLISON  
CLERK

Exhibit A

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.

Hewlett-Packard Model 78720A Arrhythmia Monitoring System, S/N 001714950  
One (1) 78720AC Arrhythmia System with  
Three (3) option A04 Increase to 16 patients  
One (1) option A06 Battery Backup  
One (1) option H01 Printer  
Two (2) option 78510B Displays  
Two (2) option A12 Systems Interface

Mailed to Assigne

A14515

99.

263415

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 8/11/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Dayton Trubee & Co., Inc.  
Address 58 Leeland Rd., Edgewater, MD 21037

2. SECURED PARTY

Name American Equipment Leasing Co., Inc.  
Address P.O. Box 1258, Reading, Pa. 19603

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

R-200 Fax Machine

RECORDS RE 11.00  
POSTAGE .50  
21:41 017 001 108:47  
AUG 21 1986

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)

Dayton Trubee & Co., Inc.

[Signature]  
(Signature of Debtor)

D. Trubee, Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

American Equipment Leasing Co., Inc.

[Signature]  
(Signature of Secured Party)

Dawn C. McCoy, Oper. Coord.

Type or Print Above Signature on Above Line

G.L. CLERK

1986 AUG 21 AM 9:28  
E. AURFELY COLLISON  
CLERK

11/30

Mailed to Secured Party

203416

FINANCING STATEMENT

BOOK 502 PAGE 47

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

RECORD FEE 14.00  
 POSTAGE .50  
 #21238 0040 R01 T09:49  
 AUG 21 86

5. Debtor(s) Name(s) Address(es)  
 Broadneck Nurseries, Inc. 491 College Parkway  
 Arnold, Maryland 21012

6. Secured Party Address  
 First National Bank 18 West Street  
 of Maryland Annapolis, Maryland 21401  
 Attn: Susan E. Haley

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

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

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

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Schedule A attached hereto and made a part hereof by reference.



CLERK OF THE CIRCUIT COURT  
 ANNE ARUNDEL COUNTY

1986 AUG 21 AM 10:05

E. AUBREY COLLISON  
 CLERK

140



BOOK 502 PAGE 48

DEBTOR:

BROADNECK NURSERIES, INC.

By: *Robert W. Childs*  
Robert W. Childs, President

SECURED PARTY:

FIRST NATIONAL BANK  
OF MARYLAND

By: *Susan E. Haley*  
Susan E. Haley,  
Regional Loan Officer

Address where Collateral  
will be located:

491 College Parkway  
Arnold, Maryland 21012

Mr. Clerk: Please return to Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street,  
P.O. Box 868, Annapolis, Maryland 21404.

MWO--7A

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 22, in Block D, as shown on the Plat of "Fairoaks on the Magothy, Section 2", which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 35, folio 4.

BEING the same property described in a Deed dated April 11, 1986 recorded among the Land Records of Anne Arundel County in Liber 4067, folio 421 from John F. Pilli & Sons, Inc., a Maryland Corporation to Robert W. Childs and Nancy J. Childs.

ALSO BEING part of the property described in a Deed dated September 27, 1985 and recorded among the Land Records of Anne Arundel County at Liber EAC 3985, folio 67 which was granted and conveyed by Fairoaks, Inc., and John F. Pilli & Sons, Inc. unto John F. Pilli, Jr.

ALSO BEING the same lot of ground which by Confirmatory Deed dated JUNE 4, 1986 recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, which was granted and conveyed by John F. Pilli & Sons, Inc. and John F. Pilli, Jr., unto Robert W. Childs and Nancy J. Childs.

SUBJECT TO a Deed of Trust dated April 11, 1986 recorded among the Land Records of Anne Arundel County at Liber 4067, folio 423 from Robert W. Childs and Nancy J. Childs unto the Trustees securing Second National Building & Loan, Inc., in the original principal amount of \$150,000.00.

MWO--2

Mailed to Bleumenthal, Wayson  
et al.

Mailed to Secured Party.

263417

BOOK 502 PAGE 50

FINANCING STATEMENT

- 1. \_\_\_\_ To Be Recorded in the Land Records.
- 2. X To Be Recorded among the Financing Statement Record.
- 3. X Not subject to Recordation Tax.
- 4. \_\_\_\_ Subject to Recordation Tax on an initial debt in the principal amount of \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of \_\_\_\_\_.

5.	Debtor(s) Name(s)	Address(es)	RECORD FEE 13.00 POSTAGE .50 #21237 0040 R01 109:49
	Robert W. Childs Landscape Contractors, Inc.	491 College Parkway Arnold, Maryland 21012	
6.	Secured Party	Address	AUG 21 86
	First National Bank of Maryland	18 West Street Annapolis, Maryland 21401 Attn: Susan E. Haley	

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

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

B. 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.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Schedule A attached hereto and made a part hereof by reference.



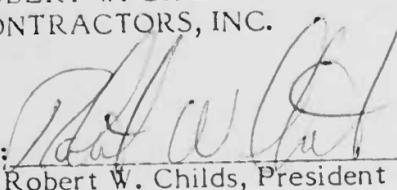
1986 AUG 21 AM 10:05  
E. AUBREY COLLISON  
CLERK

13.00

BOOK 502 PAGE 51

DEBTOR:

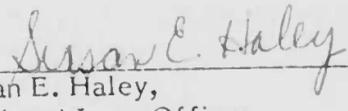
ROBERT W. CHILDS LANDSCAPE  
CONTRACTORS, INC.

By: 

Robert W. Childs, President

SECURED PARTY:

FIRST NATIONAL BANK  
OF MARYLAND

By: 

Susan E. Haley,  
Regional Loan Officer

Address where Collateral  
will be located:

491 College Parkway  
Arnold, Maryland 21012

Mr. Clerk: Please return to Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street,  
P.O. Box 868, Annapolis, Maryland 21404.

MWO--7A 

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 22, in Block D, as shown on the Plat of "Fairoaks on the Magothy, Section 2", which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 35, folio 4.

BEING the same property described in a Deed dated April 11, 1986 recorded among the Land Records of Anne Arundel County in Liber 4067, folio 421 from John F. Pilli & Sons, Inc., a Maryland Corporation to Robert W. Childs and Nancy J. Childs.

ALSO BEING part of the property described in a Deed dated September 27, 1985 and recorded among the Land Records of Anne Arundel County at Liber EAC 3985, folio 67 which was granted and conveyed by Fairoaks, Inc., and John F. Pilli & Sons, Inc. unto John F. Pilli, Jr.

ALSO BEING the same lot of ground which by Confirmatory Deed dated April 4, 1986 recorded or intended to be recorded immediately prior hereto among the Land Records of Anne Arundel County, which was granted and conveyed by John F. Pilli & Sons, Inc. and John F. Pilli, Jr., unto Robert W. Childs and Nancy J. Childs.

SUBJECT TO a Deed of Trust dated April 11, 1986 recorded among the Land Records of Anne Arundel County at Liber 4067, folio 423 from Robert W. Childs and Nancy J. Childs unto the Trustees securing Second National Building & Loan, Inc., in the original principal amount of \$150,000.00.

Mailed to Secured Party

MWO--2

FINANCING STATEMENT

RECORD FEE 11.00  
FOOTAGE .50  
#21769 0777 R01 T10:14  
AUG 21 86

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 200,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Maryland Department of Assessment & Taxation

5. Debtor(s) Name(s) Address(es)  
 Wavedancer, Inc. see attached Schedule "A" for addresses

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: Colleen O. Jurak Baltimore, Maryland 21201  
 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 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

Wavedancer, Inc. (Seal) \_\_\_\_\_ (Seal)

By: Vincent Cerniglia, 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.

1150

*[Handwritten signature]*

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

1986 JUN 21 AM 11:06  
 G. L. OLM  
 SELF COLLISION  
 CLERK

SCHEDULE A

BOOK 502 PAGE 51

This Schedule A is attached to and made a part of a Financing Statement to Equitable Bank, National Association from Wavedancer, Inc.

ADDRESSES CONTINUED:

1. 56 Annapolis Mall  
Annapolis, Maryland 21401
2. Towsontown Center  
700 Fairmount Avenue  
Towson, Maryland 21204
3. Owings Mills Town Center  
10300 Mill Run Circle, Suite 2016  
Owings Mills, Maryland 21117
4. Wavedancer  
Columbia Mall  
Columbia, Maryland 21044

Mailed to Secured Party

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

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 7,300.00. 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

RECORD FEE 12.00  
 RECORD TAX 52.50  
 POSTAGE .50  
 #21275 077 001 710417  
 AUG 21 86

5. Debtor(s) Name(s) Address(es)  
 Pan Dong Kim and 3449 Ft. Meade Road, Laurel Maryland 20707  
 Jin Keum Kim

6. Secured Party Address  
 Equitable Bank, National Association  
 Attention: M.A. Merson, Banking Officer 100 S. Charles St. Baltimore, Md. 21201  
(Type name & title)

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

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

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

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

Debtors  
Pan Dong Kim (Seal) \_\_\_\_\_ (Seal)  
 Pan Dong Kim  
Jin Keum Kim (Seal) \_\_\_\_\_ (Seal)  
 Jin Keum Kim

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, National Association  
 BY: Mary Ann Merson  
 Mary Ann Merson

1250.  
5250



1986 AUG 21 AM 11:06

LIBRARY COLLECTION

Schedule A

BOOK 502 PAGE 56

1 1986 TS-30 Marvel Cleaning Machine

Mailed to Secured Party,

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 14,975.00. 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)  
 Hubert Owens, 50 Linda Place, Jessup, Maryland 20794  
 Henry Schoen, <sup>H.C.</sup> 415 Connie Lane, Jessup Maryland 20794  
 Amber Schoen, <sup>H.C.</sup> 415 Connie Lane, Jessup, Maryland 20794

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: Joann Beam Baltimore, Maryland 21201  
(Type name & title)

RECORD FEE 13.00  
 RECORD TAX 105.00  
 POSTAGE .50  
 1/2 1277 CTTT RD1 T10:18  
 AUG 21 86

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

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

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

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

Debtors  
Hubert Owens (Seal)      Henry Schoen III (Seal)  
Amber Schoen (Seal)      \_\_\_\_\_ (Seal)  
 Hubert Owens      Henry Schoen  
 Amber Schoen

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

13-  
105-  
50.



1986 AUG 21 AM 11:07  
 E. ANDREY WILSON  
 CLERK

SCHEDULE A

BOOK 502 PAGE 58

1978 Zimmer Mobile Home 14' X 70'

Serial #7014ZZP17615

Mailed to Secured Party

263421

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 \$ 75,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s) UEK Corporation Address(es) 2432-A Cedar Avenue  
Annapolis, Maryland 21401

6. Secured Party Equitable Bank, National Association Address 100 S. Charles Street  
Baltimore, Maryland 21201  
Attention: Colleen O. Jurak  
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: \_\_\_\_\_

Debtors  
UEK Corporation (Seal) \_\_\_\_\_ (Seal)  
By: Philippe Vauthier, 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)

RECORD FEE 11.00  
NOTARIAL FEE 225.00  
STATE TAX .50

REGISTERED 801 710-21  
AUG 21 866

1966 AUG 21 AM 11:07  
E. AUFREY COLLISON  
CLERK

*Handwritten initials/signature*

Mailed to Secured Party

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



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 \$ 85,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Department of Assessment and Taxation

5. Debtor(s) Name(s) Old Dominion Supply, Inc. Address(es) 4233 Howard Avenue  
Kensington, Maryland 20795

6. Secured Party Equitable Bank, National Association Address 404 Serendipity Drive  
Severn Industrial Park  
Millersville, Maryland 21108  
Attention: Denise Yeshnik Documentation Assistant 100 South Charles Street  
Baltimore, Maryland 21201

RECORD FEE 11.00  
FILING FEE .50  
#21284 C777 R01 T10:21  
AUG 21 1986

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

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

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

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

Debtors Old Dominion Supply, Inc.  
By: George H. Fisher, President (Seal)  
George H. Fisher, President  
\_\_\_\_\_  
(Seal)

By: William F. Vermillion, Vice President (Seal)  
William F. Vermillion, 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)



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

1986 AUG 21 AM 11:07

AGENCY COLLISION  
CLERK

SCHEDULE A

BOOK 502 PAGE 61

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 Old Dominion Supply, Inc., a Maryland corporation.

COLLATERAL SEC. F

(1) Model SLR6016-1 Slear	Serial # 68609
(1) Model UCR20M60 Expandrel	Serial # UC86003
(1) Model CC20M Coil Car	Serial # CC8604

Old Dominion Supply, Inc.

By: George H. Fisher, President (SEAL)  
George H. Fisher, President

By: William F. Vermillion, Vice President (SEAL)  
William F. Vermillion, Vice President

Mailed to Secured Party

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

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Circuit Court of Anne Arundel.

5. Debtor(s) Name(s) Address(es)  
 Gary F. Thompson, Individually and trading as Chesapeake Exxon 29 Defense Highway  
 Annapolis, Maryland 21401

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

RECORD FEE 12.00  
 RECORD TAX 350.00  
 POSTAGE .50  
 #21285 OTT RM 110422  
 AUG 21 86

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

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

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

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

is/are: \_\_\_\_\_  
 Debtors  
 Gary F. Thompson, Individually and trading as Chesapeake Exxon (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

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

Form 609 (7/82)

12  
 350.  
 50.

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



1986 AUG 21 AM 11:07  
 E. J. JULLISON

**SCHEDULE A**

THIS SCHEDULE A is attached to and made a part of a Financing Statement to Equitable Bank, National Association from Gary F. Thompson Individually and trading as Chesapeake Exxon.

SECTION 7F CONTINUED

Hunter 4 Wheel Computer Alignment Machine, Model #C111D4M, Serial #190501

Rack Diagnostic, Model #20943

Bear Ace Engine Analyzer, Model #40900, Serial #05F800

Coat 1001 Tire Hanger, Serial #118015674

  
Gary F. Thompson, Individually (SEAL)  
and trading as Chesapeake Exxon

Mailed to Secured Party

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

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)  
 Howard J. Lastner and 3621-29 S. Hanover Street 362 Kilt Dell  
 E. Mona Lastner Baltimore, Maryland 21225 Glen Burnie, MD 21061

6. Secured Party Address 100 S. Charles Street  
 Equitable Bank, National Association Baltimore, Maryland 21201  
 Attention: Colleen O. Jurak  
 Loan Documentation

RECORD FEE 12.00  
 #21286 CTTT R01 110722  
 AUG 21 '86

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

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

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

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

Debtors  
 Howard J. Lastner (Seal) E. Mona Lastner (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.

ORIGINAL FINANCING STATEMENT IS BEING FILED WITH MARYLAND DEPARTMENT OF ASSESSMENT AND TAXATION

Form 609 (7/82)

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

1986 AUG 21 AM 11:07

FRANK COLLISON  
 CLERK

CLERK

**SCHEDULE A**

BOOK 502 PAGE 65

This Schedule A is attached to and made a part of a Financing Statement to Equitable Bank, National Association from Howard J. Lastner and E. Mona Lastner.

SECTION 7G CONTINUED

All rights, title and interest in any and all leases and any security deposits thereunder whether now or thereafter executed by the Debtor as lessor of all or any portion of the real property known as 3621-29 S. Hanover Street, located in Anne Arundel County, Maryland.

*HJL/EML*

Mailed to Secured Party

EQUITABLE BANK, N.A.  
LEGAL DOCUMENTATION CENTER  
105 CHARLES ST. SUITE 100  
BETHESDA, MARYLAND 20814

FINANCING STATEMENT

203425

- 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 \$ 46,000.00. 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 State Department of Assessments & Taxation

5. Debtor(s) Name(s) Address(es)  
 Plotkin and Sack, P.A. 3655 B Old Court Road, Suite 22 548 Benfield Village Shopping Center  
 Pikesville, Maryland 21208 Severna Park, Maryland 21146

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

RECORD FEE 11.00  
 FILING .50  
 203425 DT77 R01 T10124  
 AUG 21 86

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

**XXA. 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.

**XXX 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  
 Plotkin and Sack, P.A. (Seal)  
 By: Alan L. Plotkin (Seal)  
 Alan L. Plotkin, President

(Seal)  
 By: Stanley Sack (Seal)  
 Stanley Sack, 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)

Mailed to Secured Party

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

11/80  
 G-L CLERK

1986 AUG 21 AM 11:07  
 E. AUBREY COLLISON  
 CLERK

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
 FORM NO. 207-126 Rev. 2-84

BOOK 502 PAGE 67

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. 254182 recorded in

Liber 478, Folio 418 on 10/10/84 at Anne Arundel Co. Location

1. DEBTOR(S):

Name(s) Plotkin and Sack, P.A.  
 Address(es) 3655-B Old Court Road 548 Benfield Village  
 Pikesville, Md. 21208 Severna Park, Maryland  
 21146

2. SECURED PARTY:

Name Maryland National Bank -  
 Address P.O. Box 17047 - Baltimore, Maryland 21203

Plotkin and Sack, P.A. 3655-B Old Court Road-Pikesville, Md. 21208

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.

RECORDING FEE 10.00  
 10/10/84  
 10/10/84 R01 110424  
 AUG 21 1984



1986 AUG 21 09:11:07

9. SIGNATURES.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SECURED PARTY

MARYLAND NATIONAL BANK  
 By Ruth F. Riley  
 Ruth F. Riley  
 Legal Documentation Officer  
 (Type, Name and Title)

DEBTOR(S)

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

10/10/84

Mailed to Secured Party

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

To be filed among the Financing Records

COUNTY

Not subject to recordation tax.\*

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263126

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

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

1. DEBTOR

Name Baltimore Motel Joint Venture
Address 3701 Twin Lakes Court, Suite 120
Baltimore, Maryland 21207

2. SECURED PARTY

Name The Bank of New York (Delaware)
Address 1105 North Market Street
Wilmington, Delaware 19801

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

3. Maturity date of obligation (if any) August 18, 1989

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

See Exhibit A hereto

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)

See Schedule A hereto

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

See Exhibit B hereto

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF NEW YORK (DELAWARE)

By: (Signature of Secured Party)

ROBERT F. BRENNAN
Type or Print Above Signature on Above Line

\* This Financing Statement evidences and publicizes the lien and provisions of two Deeds of Trust, as consolidated by a Consolidation Agreement, securing a debt in the principal amount of \$26,500,000 ( or so much thereof as may be advanced), upon which all required recordation taxes have been paid to the Circuit Court of Anne Arundel County.

1986 AUG 21 PM 12:34
E. ADRIAN DILLISON
CLEAR



RECORD FEE 21.00
POSTAGE .50

#34129 0055 R02 T12:29
AUG 21 86

210
150

EXHIBIT A

Assignment of rents, condemnation awards, hazard insurance proceeds and all fixtures, furnishings, fittings, appliances, apparatus, equipment, machinery, boilers, building materials, oil burners, power systems, air conditioning units, elevators, chattels, contracts, licenses, permits and articles of personal property and all additions thereto and replacements thereof now or at any time hereafter affixed to, attached to, placed upon, used, or maintained in any way in connection with the complete and comfortable use, enjoyment, occupancy or operation of the improvements on the premises described in Schedule A annexed hereto, except those owned by lessees or those claiming under or through lessees or leased by lessees from parties other than the Debtor.

BALTIMORE MOTEL JOINT VENTURE, a  
Maryland joint venture

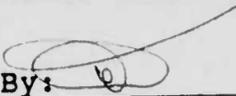
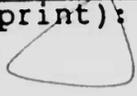
→ By: Baltimore Airport Motel Enterprises, Inc., a Maryland corporation, Venturer

By:  (Seal)  
Name (print): Donald Harvey  
Title: Man. Pres

→ By: W.I.B. Limited Partnership, a Maryland limited partnership, Venturer

→ By:  (Seal)  
Alvin Snyder,  
General Partner

→ By: W.I.B. Management Corporation, a Maryland corporation, General Partner

By:  (Seal)  
Name (print):  
Title: 

SCHEDULE A

BOOK 502 PAGE 71

BEGINNING ON THE southeast side of Nursery Road, as widened, at a point on the South 64 degrees 30 minutes 10 seconds East 458.33 foot line of the land as shown on the plat titled "Airport Assoc. Nursery Road Bldg. Site" as recorded among the Land Records of Anne Arundel County in Liber E.A.C. 3697, Page 659, running thence binding on a part of said line and binding on the outlines of Lot 1 as shown on said plat, four courses: (1) South 64 degrees 30 minutes 10 seconds East 418.33 feet, (2) South 64 degrees 52 minutes 30 seconds East 300.02 feet, (3) South 25 degrees 08 minutes 00 seconds West 527.71 feet, and (4) North 64 degrees 52 minutes 00 seconds West 717.60 feet to the southeast side of said Nursery Road, thence binding thereon, (5) North 25 degrees 03 minutes 13 seconds East 530.32 feet to the place of beginning.

CONTAINING 8.710 acres of land.

TOGETHER with and subject to the use in common with others entitled thereto of a 60 foot wide Access Easement running from Nursery Road southeasterly along Lot 1 to Lot 2, as more particularly shown on the aforesaid plat of Airport Assoc. Nursery Road Bldg. Site.

Mailed to Secured Party

UNIFORM COMMERCIAL CODE—  
FINANCING STATEMENT

For Filing Officer Use  
Identifying File No.

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

If the property described below is a fixture so that this statement is to be recorded in land records, check here.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here.  
\$ ~~1000.00~~ 994.35

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

1. DEBTOR Name Rosemary A Heard

Address PO Box 28 Lower Marlboro Road, Owings Md 20736  
(Street) (City or County) (State)

2. SECURED PARTY Name Household Finance Corporation

Address 2058 Somerville Road, Annapolis Md 21401  
(Street) (City or County) (State)

Return Filing Receipt To: Secured Party

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

MAKE (IF AUTO) OF MANUFACTURER	DESCRIPTION	SERIAL NO.	MOTOR NO.	MODEL NO.	YEAR
Furniture	Dining Room Set	11698 ST#			

RECORD FEE 11.00  
RECORD TAX 7.00  
POSTAGE .50  
834138 C237 R02 T13:32  
AUG 21 86

Purchased from Mastercraft Interiors  
1405 Forest Drive  
Annapolis MD 21403  
Check  the lines which apply

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

\_\_\_\_\_  
(Signature of Debtor)

Denise R. Bullis  
(Signature of Secured Party)

Rosemary A HEARD  
Type or Print Above  
Signature on Above Line  
(see Attachment A)

Denise R. Bullis (Manager)  
Type or Print Above  
Name on Above Line

FILING OFFICER COPY



11.00  
7.00  
.50

1986 AUG 21 PM 1:33

AUDREY COLLISON  
CLERK



RECORDED ON APL 28, 1986 AT 09:54 AM  
 IN THE FINANCING RECORDS OF THE MD. ST.  
 DEPARTMENT OF ASSESSMENTS AND TAXATION  
 ID # 61188106 RECEIPT # 205B2000111  
 SEE BOTTOM OF PAGE FOR LIBER & FOLIO  
 RECORDING FEE 11.00  
 RECORDATION TAX  
 \* THIS SERVES AS YOUR RECEIPT \*

263123

FINANCING STATEMENT

BOOK 502 PAGE 74

- 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)  
 Frey Yacht Sales, Inc. Annapolis City Marina  
 401 Severn Avenue - Suite 205A  
 Annapolis, Maryland 21403

6. Secured Party Address P.O. Box 1661  
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203-1661  
 Attention: Janine Tarr  
(Type name & title)

RECORDING FEE 11.00  
 POSTAGE .50

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

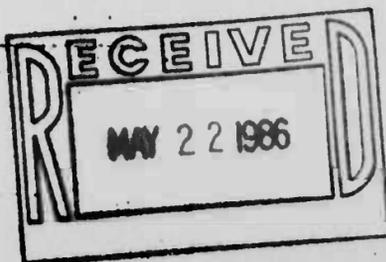
- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation,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

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

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

Debtors  
Thomas P. Frey, President (Seal)  
 \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.



1986 AUG 21 PM 4:18  
 CLERK

61188106

Mailed to Secured Party 2809 0477

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT. IDENTIFYING FILE NO. 247691

RECORDED IN LIBER 462 FOLIO 494 ON June 10, 83 (DATE)

1. DEBTOR: Name Ray B & Edith V. Matthews

Address 7936 Don Dr Pasadena MD 21122

2. SECURED PARTY: Name Commercial Credit Savings & Loan

Address 5746 Ritchie Highway Severna Park MD 21146

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

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input 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>	

1986 JUN 21 PM 4:20  
3. AUBURN & COLLISON  
CHECK  FORM OF STATEMENT

RECORD FEE 10.00  
ASSANGE .50  
JUN 21 11 52 AM '86

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

Name Commercial Credit

Address 5746 Ritchie Highway Severna Park MD 21146

Dated 7/30/86

L A Whitesell  
(Signature of Secured Party)

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

Mailed to Secured Party

FINANCING STATEMENT

File No. 263129

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>The State of Maryland Deposit Insurance Fund Corporation The Brokerage 34 Market Place Baltimore, Maryland 21202</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>The Union Trust Company of Maryland 7 St. Paul Street, P.O. Box 1077 Baltimore, Maryland 21203</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:

RECORDS FEE 11.00  
POSTAGE .50  
#21504 0777 RM 115:31  
AUG 21 86

Description of Collateral attached as Exhibit A.

- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: 1
- 6. This transaction (is) ~~(is not)~~ exempt from the recordation tax  
Principal amount of debt initially incurred is: not applicable
- 7. RETURN TO: Weinberg and Green ( CEE )  
100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:

THE STATE OF MARYLAND DEPOSIT INSURANCE FUND CORPORATION  
(Type Name)

By: [Signature]

Melville Brown, Fund Director  
(Type Name and Title of Person Signing)

August 5, 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.

1150



1986 AUG 21 PM 4:21  
F. MURPHY COLLISON

243:08/04/86:0073p

EXHIBIT A

DESCRIPTION OF COLLATERAL:

(a) One or more Bond Anticipation Notes registered in the name of the State of Maryland Deposit Insurance Fund Corporation and issued by the State of Maryland pursuant to Chapter 4 of the Acts of the First Special Session of the General Assembly of Maryland of 1985 and a Resolution of the State Board of Public Works adopted pursuant to said Chapter 4 on July 31, 1986 (the "Collateral"). The Collateral initially consists of the single Bond Anticipation Note No. R-2 in the principal amount of \$15,000,000.

(b) Any and all (1) interest other than cash paid or payable in respect of, or property received, receivable or otherwise distributed in respect of, or in exchange for, the Collateral; (2) interest and other distributions paid or payable in cash in respect of the Collateral; and (3) cash paid, payable or otherwise distributed in respect of principal, or in redemption of, or in exchange for, the Collateral.

Mailed to Secured Party

BOOK 502 PAGE 78

*Didn't push up*

263430

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)  
Brennan, John M.  
3463 Constellation Drive  
Davidsonville, MD 21035

2. Secured Party(ies) and address(es)  
INDUSTRIAL INDEMNITY COMPANY  
c/o Financial Guaranty Assoc.  
Two Plaza East, Suite 1170  
330 East Kilbourn Avenue  
Milwaukee, Wisconsin 53202

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

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

Debtor's limited partnership interest in WHITEMONT ASSOCIATES LIMITED PARTNERSHIP, a Connecticut limited partnership, whether heretofore or hereafter acquired, including all of Debtor's rights and interests in said partnership and any successor partnership and all of Debtor's rights and interests in and under the partnership agreement relating thereto, and proceeds of any of the above.

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

RECORD FEE 11.00  
#21508 0345 R01 T15:34  
AUG 21 86

*NOT Subject to Recordation Tax*

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

Filed with:

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

*[Signature]*  
By: Brennan, John M.  
Signature(s) of Debtor(s)

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

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Mailed to ~~SACHIN~~ Party



RECORDED  
INDEXED

1986 AUG 21 PM 4:21

STANLEY COLLISON





STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 502 PAGE 81  
Identifying File No. 203433

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0.00

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

This financing statement Dated 6/15/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cramer & Schmidbauer Ins. Assoc.  
Address 5200 Ritchie Highway - Baltimore, MD 21225

2. SECURED PARTY

Name GFS Leasing, Inc.  
Address 1900 Sulpher Spring Road - Baltimore, MD 21227

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

3. Maturity date of obligation (if any) March 25, 1991

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

- 1 ATD 6802 PHONE COMPUTER S/N 0296082
- 1 SURVEYOR 7 PHONE COMPUTER S/N 04836921
- 1 SURVEYOR 7E PHONE COMPUTER S/N BQ47047677

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
AUG 22 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)

E S Stockman  
(Signature of Debtor)

GFS Leasing - Attorney in Fact  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



E S Stockman  
(Signature of Secured Party)

GFS Leasing, Inc.  
Type or Print Above Signature on Above Line

Mailed to Secured Party

1986 AUG 22 AM 9:00  
E ALBANY DOLLISON  
CLERK

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 14,000.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
Powell and Westholm Inc.	115 Cathedral 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):  
COMPUTERLAND BUSINESS COMPUTER SYSTEM (XT EQUIVALENT) INCLUDING THE FOLLOWING: 7 TERMINALS, 640K, 360K DISK DRIVE, 20 MEGABYTE HARD DISK, MONOCHROME DISPLAY AND ADAPTOR, 3 EPSON LQ800 PRINTERS, 4 EPSON FX286 PRINTERS, TOGETHER WITH ALL ATTACHMENTS THERETO AND ALL PROCEEDS (CASH AND NON-CASH) OF SUCH COMPUTER EQUIPMENT.
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)

Powell and Westholm Inc.  
By: *Harold Powell*

FARMERS NATIONAL BANK OF MARYLAND

RECORD FEE 11.00  
RECORD TAX 98.00  
POSTAGE .50  
#34213 0237 R02 T10:05  
AUG 22 86

BY *Twaun D. Oakes*  
Twaun D. Oakes

Type or print names under signatures

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

Mailed to Secured Party

1986 AUG 22 AM 10:07  
E. AUBREY COLLISON  
CLERK

11.20  
98.50  
50

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): \_\_\_\_\_ Address(es): \_\_\_\_\_  
 Drs. Cohen & Blumberg, M.D., PA Patriots Plaza Office Bldg. **RECORD FEE 11.00**  
 8055 Ritchie Hwy./Suite 203 **STATE .50**  
 Pasadena, Maryland 21122 **APR 22 1986 0040 001 109:22**  
**APR 22 1986**

6. Secured Party: Maryland National Bank Address: Department: Credit & Collateral Unit  
 Attention: Mr. Claude Patrick Post Office Box 987, Mailstop 500501  
 Baltimore, Maryland 21203  
 (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):

Debtor: Drs. Cohen & Blumberg, M.D., PA

Secured Party: Maryland National Bank

By: Lawrence Blumberg, Pres. (Seal)  
 Type name and title, if any

By: Jane C. Phillips (Seal)  
 Type name and title

By: Edward Cohen, V.P. (Seal)  
 Type name and title, if any

Jane C. Phillips, Asst. Vice Pres.  
 Type name and title

MARYLAND NATIONAL BANK



Mailed to Secured Party

1150

11:11 AM 22 APR 1986

Not to be recorded in Land Records

NOT Subject to Recordation Tax: Principal Amount is \$1,000,000.00

FS RECORDS

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: Aug. 1, 1986

FINANCING STATEMENT

RECORD FEE 13.00  
POSTAGE 50  
#34309 C237 R02 T15:11  
AUG 22 86

- 1. Debtor: Address: ADVENTURES IN HOME BUILDING, INC. LTD. 844 Ritchie Highway Suite 204 P.O. Box 1071 Severna Park, Maryland 21146
- 2. Secured Party: Address: FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION 9151 Baltimore National Pike 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



1986 AUG 22 PM 3:14

E. JONES & COLLISON  
CLERK

13.28 50

(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. 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.

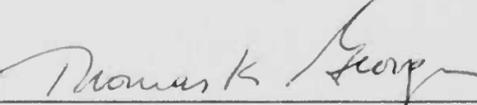
DEBTOR:

ADVENTURES IN HOME BUILDING, INC.

By  \_\_\_\_\_

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

By  \_\_\_\_\_  
Executive Vice-President

AFS1075.176 B1

SCHEDULE A

All those lots of ground in Anne Arundel County, Maryland being known and designated as:

Lot 7 and Lot 8 as shown on a Plat entitled "PLAT TWO CHASE WOOD RUN", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 100, page 5.

Lot 52, Lot 54 and Lot 59 as shown on a Plat entitled "PLAT SIX CHASE WOOD RUN", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100, page 9.

Mailed to Secured mail

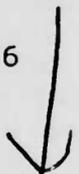
\* Copy ✓

BOOK 4132 PAGE 197

263437

TFR52  
7/18/86

BOOK 502 PAGE 87



FINANCING STATEMENT

Record IN  
TO BE RECORDED IN  
Anne Arundel County  
Financing Statement  
Records + LAND Recordd ←

RECORD FEE 35.00  
POSTAGE .50  
#21679 0777 R01 715:39  
AUG 22 86

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

1. Debtor: Address:  
Elvaton Baptist Church P.O. Box 1317  
8422 Elvaton Road  
Glen Burnie, Maryland 21061

123719 2. Secured Party Assignor: Address:  
Provident Bank of Maryland 114 E. Lexington Street  
Baltimore, Maryland 21202  
Attn: Commercial Real Estate Department

LAWYERS TITLE INSURANCE CORP.  
114 E. LEXINGTON STREET  
THIRD FLOOR  
BALTIMORE, MARYLAND 21202

3. This Financing Statement covers:  
(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air condition, fire protection,

1986 AUG 22 TH 3:45  
J. F. CLERK  
COLLISON

Handwritten scribbles and initials

1986 AUG 22 TH 3:45

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 appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and

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

4. The aforesaid items are included as security in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Michael E. Williams and Raymond E. Schlissler, 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 Secured Party.

5. Proceeds of collateral are covered hereunder.

BOOK 4132 PAGE 199

BOOK 532 FILE 59

6. The land consists of approximately 4.963 acres of land more particularly described in Exhibit A attached hereto.

Debtor:

ELVATON BAPTIST CHURCH

By: James Bland  
James Bland, Trustee

By: Donald Kelly  
Donald Kelly, Trustee

By: Frank McCormick  
Frank McCormick, Trustee

By: Ronald Hohrein  
Ronald Hohrein, Trustee

By: Rudy Mierisch  
Rudy Mierisch, Trustee

Dated: July 31, 1986

BOOK 4132 PAGE 200

EXHIBIT A

PROPERTY DESCRIPTION

BOOK 502 PAGE 90

Beginning for the same the point of intersection of the southmost side of Elvaton Road as laid out 30 feet wide and the North 7 degrees 10 minutes East 542.87 foot line of the whole tract of which the land hereby described is a part, and running thence with the southmost side of the said Elvaton Road, South 89 degrees 35 minutes West 131.89 feet North 89 degrees 29 minutes West 107.64 feet and North 85 degrees 29 minutes West 156.61 feet; thence leaving the said road and running South 6 degrees 48 minutes West 525.44 feet to intersect the South 88 degrees East 1060.50 foot line of the said whole tract; thence running with the last mentioned line, as now surveyed, South 86 degrees 35 minutes East 393.05 feet; thence continuing with the outline of the said whole tract, North 7 degrees 10 minutes East 526.50 feet to the place of beginning. Containing 4.963 acres of land more or less.

Subject to a 25 foot widening strip adjacent to Elvaton Road containing 0.165 acres of land, and a flood plain running through the property containing 0.405 acres of land, both parcels being shown on the minor subdivision plat heretofore filed.

Saving and Excepting therefrom so much of the property as described in a Deed dated June 8, 1977 and recorded among the Land Records of Anne Arundel County, in Liber W.G.L. No. 2968 folio 87, from Glen Burnie Baptist Church, a religious corporation of the State of Maryland unto Anne Arundel County, Maryland.

Mail to Lawyers Title

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:

129365

LAWYERS TITLE INSURANCE CORP.  
114 E. LEXINGTON STREET  
THIRD FLOOR  
BALTIMORE, MARYLAND 21202

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

File No. ID #242430 Dated 5/5/82

Record Reference Liber #449 Pages 305-306

DEBTOR is:

Name: Autumn Apparel Corp. t/a Tyler's Country Clothes  
(Last Name First)

Address: 141 Smallwood Plaza St. Charles, MD 20601

3. SECURED PARTY is:

Name: Union Trust co. of MD

Address: P.O. Box 1077 Baltimore, MD 21203

RECORDED FEE 10.00  
POSTAGE .50  
JUL 21 11:33 AM '86  
AUG 22 86

1150

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  
By: [Signature] VP (Title)

Date: July 21, 19 86

012-1721-0037

1050s

Mailed to Secured Party

G.L. CLERK

1986 AUG 22 PM 4:12  
E. COLLISON

FINANCING STATEMENT

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

Check below if goods are or are to become fixtures.

TO BE RECORDED IN FINANCING STATEMENT RECORDS

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

Maturity date (if any)

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

CECCONE, ALBERT	35	Wisconsin Circle, #513,	Chevy Chase, Md.	20815
-----------------	----	-------------------------	------------------	-------

BLASEY, RALPH G., JR.	17	Masters Court,	Potomac, Maryland	20854
-----------------------	----	----------------	-------------------	-------

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

STATE NATIONAL BANK OF MARYLAND,	7220	Wisconsin Ave.,	Bethesda, Md.	20814
----------------------------------	------	-----------------	---------------	-------

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

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



RECORD FEE 12.00

POSTAGE .50

#34409 C345 102 110:20  
AUG 25 86

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

CHECK THE LINES WHICH APPLY

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

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

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

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

5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING The underlying secured transaction (s) being publicized by this Financing Statement is 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)

Albert Ceccone (SEAL)  
ALBERT CECCONE

\_\_\_\_\_  
(Corporate, Trade or Firm Name) (Seal)

Ralph G. Blasey, Jr. (SEAL)  
RALPH G. BLASEY, JR.

\_\_\_\_\_  
Signature of Secured Party or Assignee

(Type or print name under signature)

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

12/92

KATZ, FRONE, SLAN & BLEECKER, P.A.  
ATTORNEYS AT LAW  
10605 CONCORD STREET  
KENSINGTON, MD 20896-2504

RETURN TO

Beginning for the same on the southwest side of New Jersey Avenue, as laid out 100 feet wide, at a point distant South 65 degrees 23 minutes East 195.04 feet from the eastmost side of Governor Ritchie Highway, as laid out 150 feet wide; and running thence, with the southwest side of New Jersey Avenue, South 65 degrees 23 minutes East 56.13 feet to the westmost side of Hartford Avenue; thence running with the westmost side of Hartford Avenue, South 03 degrees 19 minutes East 127.95 feet; thence leaving the said avenue and running North 80 degrees 54 minutes West 84.20 feet and North 10 degrees 10 minutes East 140.00 feet to the place of beginning. Containing 9044 feet of land more or less. All of said land being located in the County of Anne Arundel, State of Maryland.

## EXHIBIT "B"

## PROPERTY SUBJECT TO SECURITY INTEREST

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

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

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

Mailed to Seized Party

203110

BOOK 502 PAGE 94

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. 234723 Dated October 3, 1980

Record Reference Book 430 Page 85

2. DEBTOR is:

Name: Hearn Kirkwood, Inc. (Last Name First)

Address: 7251 Standard Drive, Hanover, Maryland 21076

3. SECURED PARTY is:

Name: James O. McWilliams

Address: 3 Buchanan Road, Baltimore, Maryland 21212

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: Weinberg and Green (RWB) 100 South Charles Street Baltimore, Maryland 21201

RECORD FEE 10.00 POSTAGE 50 #34525 0055 R02 T15:00 AUG 25 86

Mail to

SECURED PARTY:

James O. McWilliams

Date: August 22, 1986

By: W. Gibbs McKenney, Personal Representative of the Estate of James O. McWilliams, Deceased

ucc-7

Filed to Secured Party

1986 AUG 25 PH 3: 01

E. AUBREY COLLISON CLERK



200451

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): Ambach Warehouse Sales, Inc. Address(es): Loehman's Plaza  
Ritchie Highway  
Severna Park, Maryland 21146

6. Secured Party: Maryland National Bank Address: Department: Church Circle  
Post Office Box 987, Mailstop 500-501  
Attention: C. Patrick Baltimore, Maryland 21203

(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.)

RECORD FEE 11.00  
POSTAGE .50

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

Debtor: Ambach Warehouse Sales, Inc.

Secured Party: Maryland National Bank

By: James F. Judd (Seal)  
Type name and title, if any  
James F. Judd, Secretary

By: Barbara A. Newell (Seal)

By: Janice Judd (Seal)  
Type name and title, if any  
Janice Judd, President

Barbara A. Newell  
Type name and title  
Commercial Banking Representative

207-95 REV 1/86

MARYLAND NATIONAL BANK

Mailed to Secured Party

1986 AUG 20 AM 11:17  
C. COLLISON

1150

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$242,320.00

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: July 29 , 1986

FINANCING STATEMENT

- 1. Debtor: Address:  
REGENCY HOMES CORPORATION 2444 Solomons 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 hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein

#34585 0055 R02 T10:04  
AUG 26 86

ADDED  
79

1986 AUG 26 AM 11:27  
F. J. COLLISON  
CLERK

1300  
5/2

RECORD FEE  
POSTAGE 13.00  
.50

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.

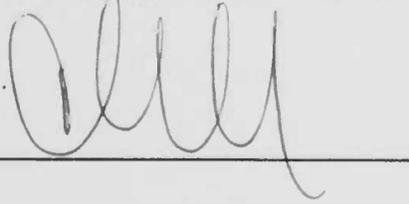
DEBTOR:

SECURED PARTY:

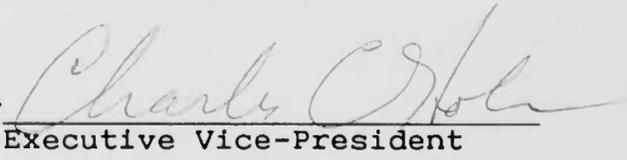
REGENCY HOMES CORPORATION

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

By



By

  
Executive Vice-President

HFS163.123M1

BOOK 502 PAGE 98

EXHIBIT "A"

BOOK ~~4134~~ PAGE ~~172~~

BEING KNOWN AND DESIGNATED respectively as Lots 69 through 71, inclusive and Lots 77 through 89 inclusive; all of which as marked Block 16, 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 5, 7 and 8. Lot 5, being lots 69 through 71, Lot 7 being lots 77 through 81 and Lot 8 being lots 82 through 89.

BEING a portion of that tract of land conveyed by the SNA Corporation unto Christopher H. Hill by virtue of a Deed dated May 17, 1982 and recorded among the Land Records of Anne Arundel County at Liber 3493, folio 192.

Mail to \_\_\_\_\_

Mailed to Secured Party

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$111,700.00

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: 8/15, 1986

FINANCING STATEMENT

- 1. Debtor: Address:  
REGENCY HOMES CORPORATION 2444 Solomons 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 hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein



RECORD FEE 13.00  
POSTAGE .50  
474591 0055 R02 T10:14  
AUG 26 86

1986 AUG 26 PM 11:28  
CLERK COLLECTION

1300  
50

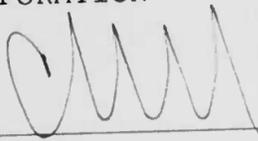


described property or any part thereof.

- 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 CHARLES C. HOLMAN, 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.

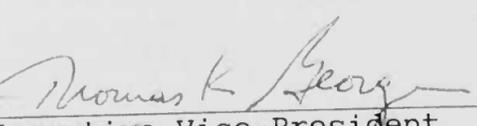
DEBTOR:

REGENCY HOMES CORPORATION

By 

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

By   
Executive Vice-President

RHF1134.176 B1

SCHEDULE A

All that plot of ground in Anne Arundel County, Maryland, being known and designated as Lot 5 as shown on the Plat entitled "DUFFIELD" and recorded among the Plat Records of Anne Arundel County in Plat Book 96, Page 15. The improvements thereon being known as 594 Duffield Drive, Severna Park, Maryland 21146.

Mailed to Secret Party

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$71,900.00

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: 8/15, 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 & LOAN ASSOCIATION 9151 Baltimore National Pike  
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.

RECORD FEE 13.00  
POSTAGE .50  
MAY 26 0055 R02 T10:21  
AUG 26 86

G.L.  
179

1986 AUG 26 PM 11:28  
E. ARNETT CO. LITSON

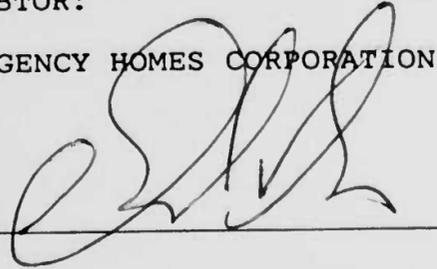
138  
8/15

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

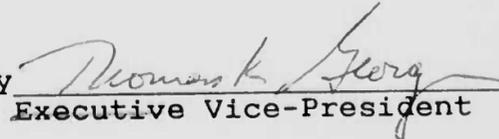
By



SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS  
& LOAN ASSOCIATION

By

  
Executive Vice-President

RHFS680.110 B2

SCHEDULE A

All that plot of ground in Anne Arundel County, Maryland, being known and designated respectively as Lots 72 through 76, inclusive; all of which is marked Block 16, 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 Lot 6.

BOOK 502 PAGE 105

TERMINATION STATEMENT

File number of original financing statement: 242930

Place filed: Anne Arundel County

Date filed: 6/16/82

This termination statement is presented to a filing officer for filing pursuant to the provisions of Article 9 of the Uniform Commercial Code of Maryland.

- 1. Name of debtor: Flynt's Bus Co. Inc.
- 2. Address of debtor: 10. Box 728  
Green Borne MD 21061
- 3. Name of secured party: Byron P. Flynt & Victoria R. Flynt
- 4. Address of secured party: 1411 Thevey Ave  
Severna MD. 21144

RECORD FEE 10.00  
POSTAGE .50  
#34696 0237 P02 114:58  
AUG 26 86

1986 AUG 26 PM 3:01  
G. L. CLERK

This will certify that the secured party above no longer claims a security interest under the financing statement bearing the above file number.

Secured party: Byron P. Flynt (SEAL)  
Byron P. Flynt

Secured party: Victoria R. Flynt (SEAL)  
Victoria R. Flynt

State of Florida, County of Broward

I, a notary public, in and for the State of Florida, County of Broward, hereby certify that the foregoing instrument was produced before me in the State of Florida, County of Broward, by the secured party named therein, and was acknowledged by Byron P. Flynt and Victoria R. Flynt to be free and voluntary acts of the secured parties.

WITNESS my signature and official seal of office this 16 day of August, 1986.

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAY 9, 1988  
BONDED THRU GENERAL INS. UND.

*Adrienne L. Seay*

[PCS504FB/TERMINA.STA]

Mailed to Secured Party

10.00  
5

Financing Statement

COPY FOR FILING

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

Record in:

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

1. Debtor(s) NAME ADDRESS  
 Street City State  
Brown's Reisterstown Rd. Motors, Inc.  
T/A Brown's Acura 3510 Ft. Meade Road Laurel Maryland 20707

2. Secured Party: Mail To: SOVRAN BANK/MARYLAND  
 12125 Veirs Mill Rd. ~~\*\*\*\*\*~~  
 Silver Spring, Md. 20906 Attn: ~~\*\*\*\*\*~~ Dealer Finance

*[Handwritten mark]*

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

Check  one or more boxes as applicable:

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

Title Owner of Real Estate: \_\_\_\_\_

RECORD FEE 14.00  
 POSTAGE .50  
 #36732 0237 R02 T16:11  
 AUG 26 86

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

Secured Party: SOVRAN BANK/MARYLAND  
 By: [Signature]  
 Type Name Joseph C. McMahon  
 Title Vice President

Debtor(s) or Assignor(s)  
Brown's Reisterstown Rd. Motors, Inc. T/A  
Brown's Acura  
[Signature]  
Robert D. Benton  
President  
 Type or Print Name and Title of Each Signature

RECORDED  
 ANNE ARUNDEL COUNTY

1986 AUG 26 PM 4:11

N 202 - 8421  
 R 386

AUBREY COLLISON  
 CLERK

*13.00*  
*14.00*  
*.50*

CHATTEL MORTGAGE

BOOK 502 PAGE 107

Do not use in Illinois, Louisiana or Pennsylvania

BETWEEN Brown's Reisterstown Road Motors, Inc. T/A Brown's Acura, Mortgagee, and Sovran Bank/ Maryland, Mortgagor, and

WITNESSETH:

That to secure the payment of the total indebtedness set forth on the reverse side hereof, receipt of the amount of which is hereby acknowledged, Mortgagor has bargained and sold and by these presents does grant, bargain, convey and sell unto the Mortgagee all of the merchandise described on the reverse side hereof with all equipment and accessories as a component part thereof.

TO BE STORED AT 3510 Ft. Meade Rd. Laurel, Md. 20707

TO HAVE AND TO HOLD the same unto the said Mortgagee, its successors and assigns forever. UPON CONDITION that if the said Mortgagor shall pay to the Mortgagee all of the said indebtedness on the due dates thereof, with interest from date hereof, the said indebtedness being evidenced by promissory note or notes made by the Mortgagor payable to the order of the Mortgagee, and perform other obligations to be performed by Mortgagor hereunder, then this mortgage shall be void, otherwise it shall remain in full force and effect.

Mortgagor shall not remove said merchandise or any of it from the above place of storage and shall not demonstrate, use, encumber or dispose of in any manner whatsoever said merchandise without the written consent of Mortgagee. Mortgagor warrants that said merchandise is free and clear of all liens and encumbrances and that Mortgagor is absolute owner of same with full right and power to mortgage same.

If the Mortgagor should fail to pay said indebtedness, or breach this mortgage in any respect, or if any petition or proceeding in bankruptcy, receivership, insolvency or for arrangement or reorganization be filed or instituted by or against Mortgagor or against the property of Mortgagor, or if any execution, attachment or other writ should be levied upon Mortgagor's property, or for any reason Mortgagee should consider said indebtedness or said security unsafe and insecure, then Mortgagee may at its option foreclose this mortgage by action or otherwise; and Mortgagee may take immediate possession of said merchandise wherever it may be found, with or without demand or notice or legal process and may enter any houses, stores or other premises for that purpose, and may remove and sell any or all of said merchandise and all equity of redemption therein at public or private sale, with or without notice, and without having the merchandise at the place of sale, and out of the proceeds of such sale, after deducting all expenses incurred by Mortgagee, apply the residue thereof toward the payment of the above indebtedness, and shall pay over to the Mortgagor the surplus, if any, and in case of a deficiency Mortgagor covenants to pay the same forthwith to Mortgagee, together with costs and attorney's fees.

And until Mortgagor defaults in any of said payments or otherwise breaches this mortgage, Mortgagor is to continue in quiet and peaceful possession of said merchandise. Any part hereof contrary to the laws of any State where used shall be deemed ineffective therein, but shall not invalidate any other parts hereof.

This mortgage shall be binding upon the heirs, executors, administrators, successors and assigns of the Mortgagor. IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and seal this 26 day of August, 1986

at Laurel, Anne Arundel, Maryland. Brown's Reisterstown Road Motors, Inc. T/A Brown's Acura. Robert D. Benton, President.

ACKNOWLEDGMENT AND/OR AFFIDAVIT

(Use appropriate acknowledgment and/or affidavit for Individual, Partnership or Corporation)

3510 Ft. Meade Rd. Laurel Md. Date August 26, 1986. On Demand, For Value Received, I, We, or either of us, promise to pay to the order of Sovran Bank/ Maryland

Two Hundred Sixty-eight Thousand Four Hundred Eight-four & 00/100 Dollars (\$\*268,484.00\*) at its office at 12125 Veirs Mill Road Silver Spring, Maryland 20906

with interest from date and a reasonable sum (15 percent if allowed by law) as attorney's fees, if placed in the hands of an attorney for collection after maturity. Authority is hereby irrevocably given to any attorney at law to appear in any court, and waive the issue and service of process and confess a judgment against me, us, or either of us, in favor of the holder hereof, for such amount as may be unpaid hereon after maturity together with costs and attorney's fees and to release all errors and waive all right of appeal. All exemptions and homestead laws and all rights hereunder are hereby waived. Presentment For Payment, Demand, Protest and Notice of Protest and Discharge are waived.

(Signed) Robert D. Benton (SEAL) By Robert D. Benton, President (Owner, Officer or Firm Member)

Mailed to Secured Party

RIGINAL FOR BANK

BOOK 502 PAGE 108 CHATTEL MORTGAGE

No. \_\_\_\_\_

Brown's Reisterstown Road Motors, Inc. T/A  
Brown's Acura 3001

Sovran Bank/ Maryland

DEALER (MORTGAGOR)

DLR. NO.

(BANK MORTGAGEE)

BANK NO.

3510 Ft. Meade Rd.

ADDRESS

12125 Veirs Mill Rd.

ADDRESS

Laurel Md. 20707

CITY AND STATE

Silver Spring Md. 20906

CITY AND STATE

August 26, 1986

DATE PURCHASED

On Demand

MATURITY DATE

YEAR	TRADE NAME AND KIND OF MERCHANDISE	MODEL	SERIAL NUMBER	LOW BOOK VALUE	MORTGAGE INDEBTEDNESS	DATE PAY'T MADE	NEW BALANCE	DATE PAY'T MADE	NEW BALANCE	DATE PAY'T MADE	NEW BALANCE
1986	Acura	Legend	S JH4KA264XGC010277		\$16,934.00						
1986	Acura	Legend	M JH4KA2643GC010296		16,934.00						
1986	Acura	Legend	S JH4KA2548GC008822		16,442.00						
1986	Acura	Legend	JH4KA2547GC010237		16,442.00						
1986	Acura	Legend	M JH4KA2549GC011082		16,442.00						
1986	Acura	Legend	S JH4KA2542GC009397		16,442.00						
1986	Acura	Legend	JH4KA264XGC011753		16,934.00						
1986	Acura	Legend	M JH4KA2642GC011410		16,934.00						
1986	Acura	Legend	S JH4KA2648GC011203		16,934.00						
1986	Acura	Legend	JH4KA2644GC010890		16,934.00						
1986	Acura	Legend	M JH4KA2646GC011166		16,934.00						
1986	Acura	Legend	S JH4KA2546GC013811		16,442.00						
1986	Acura	Legend	JH4KA2648GC014103		16,934.00						
1986	Acura	Legend	M JH4KA2649GC013834		16,934.00						
1986	Acura	Legend	S JH4KA2648GC013890		16,934.00						
1986	Acura	Legend	M JH4KA2640GC014175		16,934.00						
			S								
			M								
			S								
			M								
			S								
			M								
			S								
			M								
			S								
			M								
			S								
			M								

TOTAL INDEBTEDNESS \$268,484.00

CHECK NO. 2962135

AMOUNT \$268,484.00

Mailed to Secured Party

262565

BOOK 502 PAGE 109

Debtor or Assignor Form

### FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 6,000.00

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

Name of Debtor  
John J. Flory Cabinet Maker Inc.

Address  
1821A Margaret Ave.  
Annapolis, MD 21401

### SECURED PARTY

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

Attach separate list if necessary

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

All equipment now owned or hereafter acquired and all proceeds (cash & non-cash) of such equipment and including but not limited to the following peices of equipment.

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 AUG 27 PM 2:06  
E. ARNETT COLLISON



RECORD FEE 11.00  
RECORD TAX 42.00  
POSTAGE 50  
#34828 0237 R02 T14:06  
AUG 27 86

Debtor (or Assignor)

Secured Party (or Assignee)

John J. Flory Cabinet Maker Inc.

FARMERS NATIONAL BANK OF MARYLAND

By: *John J. Flory*  
John J. Flory, President

BY *Twan D. Oakes*  
Twan D. Oakes

Type or print names under signatures

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

Mailed to Secured Party

110 42.50

FINANCING RECORDS

BOOK 502 PAGE 110

203107

FINANCING STATEMENT

August 19, 1986

DEBTOR: BAY INDUSTRIAL VENTURES  
A Maryland Joint Venture

ADDRESS: 1993 Moreland Parkway  
Annapolis, Maryland 21401

SECURED PARTY: CONTINENTAL FEDERAL SAVINGS BANK

ADDRESS: 4020 University Drive  
Fairfax, Virginia 22030

RECORD FEE 23.00  
POSTAGE 50  
#34847 C237 R02 T15:12  
AUG 27 86

I. The Debtor grants to the Secured Party a security interest in and this Financing Statement covers the following:

- (a) All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings and fixtures, and other chattels and personal property and replacements thereof, owned by the Debtor and 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 real property described below, including, by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

G. L.  
CLERK

1986 AUG 27 PM 3:50  
E. AUSTIN COLLISON  
CLERK

23.00  
50

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

stones, rocks, soil and the like (including oil and gas) which have not been extracted from the real property described below.

- (f) All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust referred to below or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- (g) All rents, profits and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property described below.
- (h) All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price, of any contract of sale for all or any portion of the real property described below.
- (i) All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
- (j) All awards, payments or, subject to the hereinafter mentioned Deed of Trust, insurance proceeds, including interest thereon, and the right to receive the same, which may be made with respect to the hereinafter described real estate or improvements now or hereafter erected thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the real estate or improvements.
- (k) All right, title and interest, present, future or inchoate, of the Debtor in and to any and all sewer and water taps now or hereafter affecting

all or any portion of the hereinafter described real estate or the improvements now or hereafter erected thereon.

II. Some of the above-described personal property is to be affixed to the real estate described in Exhibit "A" attached hereto, being located in Anne Arundel County, Maryland, and described in a Deed of Trust of even date herewith and recorded among the Land Records from the Debtor to the Trustees named therein for the benefit of the Secured Party. The aforementioned Deed of Trust serves as the security agreement which creates the security interest evidenced by this Financing Statement. The record owner of such real estate is the Debtor.

III. This Financing Statement publicizes a Deed of Trust and Security Agreement of even date herewith, from the Debtor to Trustees, securing a debt to the Secured Party in the principal amount of NINE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$950,000.00)

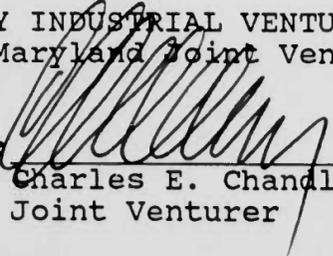
IV. The proceeds and products of the collateral are secured, as are future advances and after acquired property, and any substitutes, renewals, replacements, additions and accretions of or to any of the above described collateral.

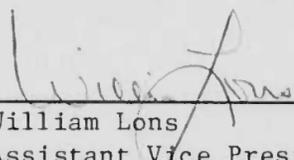
DEBTOR:

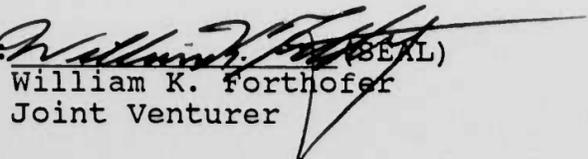
SECURED PARTY:

BAY INDUSTRIAL VENTURES  
A Maryland Joint Venture

CONTINENTAL FEDERAL SAVINGS BANK

By:  (SEAL)  
Charles E. Chandler  
Joint Venturer

By:  (SEAL)  
William Lons  
Assistant Vice President  
(Name and Title)

By:  (SEAL)  
William K. Forthofer  
Joint Venturer

\_\_\_\_\_  
(Name and Title)

BOOK 502 PAGE 111

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain lot or parcel of land, with its improvements and appurtenances, located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 3-C, on a Plat entitled, "FURTHER SECOND AMENDED PLAT OF SECTION TWO, ANNAPOLIS BUSINESS CENTER", , which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 90, folio 6.

TOGETHER with the right to use in common with those entitled thereto of a use in common two way service roads twenty-four (24) feet in width and a use in common one way service road twelve (12) feet in width, both of which service roads being shown on the Plat hereinabove referred to.

Mailed to Secured Party

203103

BOOK 502 PAGE 115

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) North Arundel Hospital 301 Hospital Drive Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) HEC Energy Corporation Russia Wharf East 286 Congress Street Boston, MA 02210	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 H2224 C45 R01 T10:08 AUG 28 88
4. This financing statement covers the following types (or items) of property:  Energy Management System, Serial No. 00092966 on the premises of North Arundel Hospital located at 301 Hospital Drive, Glen Burnie, MD 21061		5. Assignee(s) of Secured Party and Address(es)  DnC America Banking Corporation 600 Fifth Avenue New York, N.Y. 10020

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: **Annearundel County Clerk**

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

NORTH ARUNDEL HOSPITAL By: <u>James R. Walker</u> Signature(s) of Debtor(s) (1) Filing Officer Copy-Alphabetical	HEC ENERGY CORPORATION Title: <u>Assoc. Dir.</u> By: <u>[Signature]</u> Signature(s) of Secured Party(ies)	Title: <u>President</u> (For Use In Most States)
---	---	---

STANDARD FORM - FORM UCC-1.

1150.

Mailed to Assignee

1988 AUG 28 AM 10:08  
 F. AUBREY DOLLISON  
 CLERK



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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber No. ~~XXXXXX~~ 441

Page No. 569

Identification No. \_\_\_\_\_

Dated 11-16-78

1. Debtor(s) Sligh & Associates, A Maryland General Partnership  
Name or Names - Print or Type



11004 Winsford Avenue      Upper Marlboro, Maryland      20772  
Address - Street No.      City - County      State      Zip Code

2. Secured Party The Equitable Bank, N.A.  
Name or Names - Print or Type

100 South Charles Street      Baltimore, Md.      21201  
Address - Street No.      City - County      State      Zip Code

3. Maturity Date (if any) \_\_\_\_\_

SECURITY FEE 10.00  
FILING FEE .50  
#2807 0777 001 111:30  
AUG 28 86

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

Mailed to Secured Party

1055

Dated: 8-21-86

Equitable Bank, N.A.  
Name of Secured Party



J. T. Caudill  
Signature of Secured Party

J. T. Caudill, Vice President  
Type or Print (Include Title if Company)

SAM/jb/UCC

1986 AUG 28 AM 11:41

E. AURBEY COLLISON  
CLERK

1986 AUG 20 PM 1:13

COLLISON

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>L&amp;S Diesel Service, Inc. 400 Arundel Corporation Road Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Robert G. Holmes, Jr. Vice President</p> <p>RETURN TO Secured Party</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 sale and service of diesel engines (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 additions 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)~~ <sup>is not</sup> exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 235,000.00

RECORD FEE 11.00  
POSTAGE .50  
#34978 0055 R02 113:13  
AUG 20 86

DEBTOR:  
  
L&S DIESEL SERVICE, INC.  
(Type Name)  
By: John W. Litsinger  
John W. Litsinger, President  
By: \_\_\_\_\_

SECURED PARTY:  
UNION TRUST COMPANY OF MARYLAND  
By: Robert G. Holmes, Jr.  
Robert G. Holmes, Jr., Vice President  
(Type Name)  
July 31 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. ~~XXXXXXX~~

AFTER RECORDATION, PLEASE RETURN TO BRUCE F. TAUB, ESQUIRE, SHAPIRO AND OLANDER, 36 S. CHARLES STREET, SUITE 2000, BALTIMORE, MARYLAND 21201.

TO BE RECORDED AMONG THE LAND RECORDS AND THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY AND THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION. RECORDATION STAMPS IN THE AMOUNT OF \$1,645.00 HAVE BEEN PAID IN ANNE ARUNDEL COUNTY.

1100  
50

Mailed to Secured Party

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$390,000.00

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: AUG 13, 1986

FINANCING STATEMENT

1. Debtor: Address:  
PETER S. HOFFMAN 8605 Fenway Drive  
and Baltimore, Maryland 20817  
DOROTHY H. HOFFMAN

2. Secured Party: Address:  
UNION TRUST COMPANY OF P.O. Box 1077  
MARYLAND Baltimore, Maryland 21203

3. This Financing Statement covers:

RECORD FEE 14.00  
POSTAGE .50  
#22417 0040 R01 T09:14

(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

AUG 29 86

(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



1986 AUG 29 AM 9:15

M/S  
52

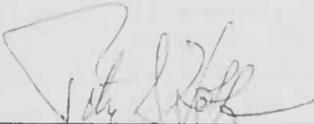
described property or any part thereof.

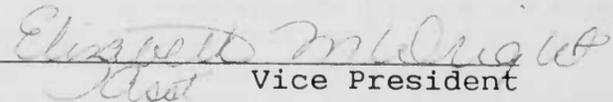
- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Union Trust Company of Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

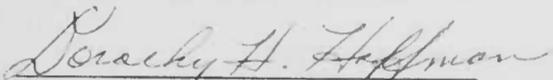
DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

  
 \_\_\_\_\_  
 Peter S. Hoffman

By   
 \_\_\_\_\_  
 Asst Vice President

  
 \_\_\_\_\_  
 Dorothy H. Hoffman

HOFF875.110 B1

Schedule A

BEING known and designated as Lot no. 211, as shown on a plat entitled "Plat A of Gibson Island, said Plat being composed of five sheets, all bearing the designation of "Plat A of Gibson Island" and being marked "Sheet No. 1", "Sheet No. 2", "Sheet No. 3", "Sheet NO. 4", and "Sheet No. 5", respectively, said five sheets being recorded among the Plat Records of Anne Arundel County in Plat Book WNW No. 3 folios 62, 63, 64 and 66, now Plat Book 4 folios 45, 46, 47, 48 and 49, respectively, as said Plat has been amended to date, which said Plat and the endorsements thereon are hereby made a part amended to date, which said Plat and the endorsements thereon are hereby made a part hereof, except the westernmost fifteen foot strip of said Lot No. 211, which was conveyed Hilda Kena Schenuit, widow, by Deed dated February 9, 1950 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 557 folio 498.

BEING known and designated as all that portion of Lot No. 210 on said Plat A of Gibson Island consisting of a strip of land, forty-three (43) feet wide extending along the easternmost boundary of said Lot 210, from the northernmost boundary of said lot at Romany Road, southward to the the northernmost side of a portion of said Lot No. 210, which was conveyed to Hilda Kena Schenuit, widow, by Deed dated February 9, 1950 and recorded among the Land Records of Anee Arundel County in Liber JHH No. 557 folio 489. SAVING AND EXCEPTING that portion of Lot 210 as set forth in Deed recorded in Liber 3998 folio 133

BEING part of the property which by Deed dated October 28, 1983 and recorded among the Land Records of Anne Arundel County in Liber EAC 3662 folio 745, was granted and conveyed by John J. Howard and Leroy A. Wilbur, Jr. Personal Representatives of the Estate of Alezander Rogers, unto the said parties of the first part Grantors herein.

Mailed to Secured Party

BOOK 502 PAGE 121

263479

TO BE RECORDED:

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

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland

Principal Amount is \$5,312,300.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Baltimore County and given as security for the same loan.

FINANCING STATEMENT

RECORD FEE 19.00  
POSTAGE .50  
N22497 0777 R01 T13:26  
AUG 27 86

- |   |   |
|---|---|
| 1. Debtor:                                | Address:  |
| MARINER'S COVE LIMITED<br>PARTNERSHIP     | 6600 Heritage Hill Drive<br>Glen Burnie, MD 21061 |
| 2. Secured Party:                         |   |
| MARYLAND NATIONAL MORTGAGE<br>CORPORATION | 32 South Street<br>Baltimore, Maryland 21202      |
| 3. Maturity Date of Obligation:           | March 1, 2028                                     |
| 4. This Financing Statement Covers:       |   |

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

1950

-1-



1986 AUG 23 PM 1:26

F. H. HALLISON

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

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

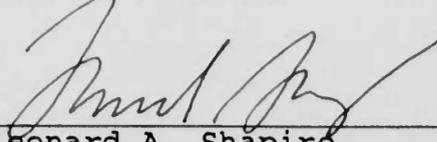
(d) all contract rights of and from the herein described property or any part thereof.

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

Debtor:

MARINER'S COVE LIMITED PARTNERSHIP

By:   
Allan J. Berman  
General Partner

By:   
Leonard A. Shapiro  
General Partner

Dated: August 28, 1986

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

Kevin J. Kelehan, Esquire  
Reese and Carney  
10715 Charter Drive  
Columbia, MD 21043  
42208/8212

C4/gsc

9.8199 Acre Parcel, Plat 3, "Marine Oaks Village", Northeast of Back River Neck Road, Southeast of Eastern Boulevard, Fifteenth Election District, Baltimore County, Maryland.

BEGINNING FOR THE SAME on the northwest side of Howard Avenue, forty feet wide, as shown on the "Plat of French's Park" recorded among the Land Records of Baltimore County in Plat Book W.P.C. 6, Page 138, and at the dividing line between Lots 43 and 44, Block A, shown on said plat, said beginning point being at the point shown and designated "226" on "Plat 3, Marine Oaks Village", recorded among said Land Records in Plat Book E.H.K., Jr. 39, Page 120, running thence binding on said dividing line and on a part of the southwest outline of the land shown on said last mentioned plat, (1) North 60 degrees 05 minutes 00 seconds West 200.00 feet to a point on the southeast outline of the land shown on the plat of "Midriver Park" recorded among said Land Records in Plat Book W.P.C. 4, Page 12, thence binding on a part of said southeast outline and on the northwest outline of the land shown on the aforementioned "Plat 3, Marine Oaks Village", (2) North 29 degrees 55 minutes 00 seconds East 934.65 feet, thence along Hopkins Creek and binding on the northeast outline of the land shown on said plat, twelve courses: (3) South 67 degrees 08 minutes 46 seconds East 84.08 feet, (4) South 29 degrees 57 minutes 01 second East 20.59 feet, (5) North 81 degrees 58 minutes 46 seconds East 24.19 feet, (6) South 48 degrees 16 minutes 53 seconds East 67.94 feet, (7) South 24 degrees 51 minutes 29 seconds East 88.64 feet, (8) South 05 degrees 06 minutes 58 seconds West 19.10 feet, (9) South 26 degrees 02 minutes 26 seconds East 54.13 feet, (10) South 24 degrees 59 minutes 05 seconds West 112.26 feet, (11) North 53 degrees 34 minutes 00 seconds East 51.61 feet, (12) South 78 degrees 22 minutes 00 seconds East 36.88 feet, (13) North 80 degrees 40 minutes 39 seconds East 27.30 feet, and (14) South 63 degrees 20 minutes 34 seconds East 10.85 feet, thence still along said Hopkins Creek and binding on the second or southeasterly 50 foot line of the land described in the deed from John E. Whiteford to Oliver S. Stern and wife, dated January 25, 1972 and recorded among the aforementioned Land Records in Liber O.T.G. 5246, Page 903, (15) South 33 degrees 16 minutes 08 seconds East 50.01 feet, thence still along said Hopkins Creek and binding on the northeast outline of the land shown on said plat, five courses: (16) South 21 degrees 42 minutes 09 seconds East 15.78 feet, (17) South 74 degrees 45 minutes 04 seconds East 39.56 feet, (18) South 48 degrees 11 minutes 10 seconds East 70.77 feet, (19) South 11 degrees 26 minutes 37 seconds West 98.27 feet, and (20) South 32 degrees 12 minutes 57 seconds West 54.92 feet, thence still binding on the outlines of the land shown on said last mentioned plat and binding also on the outlines of the land shown on "Plat 2, Marine Oaks Village" recorded among said Land Records in Plat Book E.H.K., Jr. 39, Page 93, four courses: (21) South 64 degrees 25 minutes 50 seconds West 223.04 feet, (22) South 59 degrees 20 minutes 23 seconds West 139.46 feet, (23) South 29 degrees 55 minutes 00 seconds West 200.00 feet, and (24) South 60 degrees 05 minutes 00 seconds East 32.00 feet, thence still binding on a part of the southeast outline of the land shown on said "Plat 3, Marine Oaks Village" and binding also on the rear lines of Lots 58 to 63, Block B, shown on the aforementioned "Plat of French's Park", (25) South 29 degrees 55 minutes 00 seconds West 133.78 feet, thence binding again on a part of the southwest outline of the land shown on said "Plat 3, Marine Oaks Village", (26) North 60 degrees 05 minutes 00 seconds West 200.00 feet, thence binding on the southeast side of Howard Avenue herein referred to, (27) North 29 degrees 55 minutes 00 seconds East 22.30 feet, and thence, by a line across said Howard Avenue, (28) North 60 degrees 05 minutes 00 seconds West 40.00 feet to the place of beginning.

Containing 9.8199 acres of land, more or less.

SCR/rb/0383R

MAIL TO Bay State Title  
Co



STATEMENT OF TERMINATION OF FINANCING

The record reference, file number, and date of filing of the original Financing Statement to which this Statement of Termination of Financing shall apply are:

Record:  Land } Liber 496 Folio 159 File No. 261014  
 Financing Statement } Date of Financing Statement March 26, 1986

DEBTOR (OR ASSIGNOR)

Name Address  
Rhode River Marina, Inc. 3932 Germantown Rd  
Edgewater, Md 21037

G.L. CLERK  
1986 AUG 29 PM 3:22

RECORD FEE 10.00  
FILING FEE .50  
022532 CTTI RM T14451  
AUG 29 86

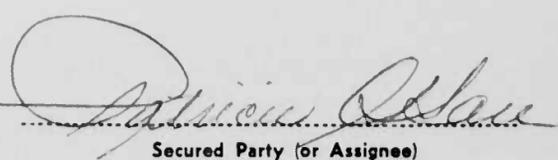
SECURED PARTY (OR ASSIGNEE)

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

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

THE FARMERS NATIONAL  
BANK OF ANNAPOLIS

Dated: August 27, 1986. By   
Secured Party (or Assignee)

Mail to: The Farmers National Bank of Annapolis  
5 Church Circle  
Annapolis, Maryland

Mailed to Secured Party

1050.



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

If transaction or transactions wholly or partially subject to 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 Stag Trailer Supply of Maryland Inc.  
Address 7270 Park Circle Drive, Dorsey, MD 20176

2. SECURED PARTY

Name Emerson Quiet Kool Corp.  
Address 400 woodbine Ave.  
Woodbridge, NJ 07095

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

Now owned or hereafter acquired all goods and merchandise sold by Emerson Quiet Kool including, but not limited to Emerson Quiet Kool Air Conditioners, Recreational Vehicle Air Conditioners, dehumidifiers, parts and accessories and such other goods acquired by Debtor from Emerson Quiet Kool from time to time, all of which bear the trade name or label Emerson Quiet Kool including proceeds.

RECORD FEE 11.00  
POSTAGE .50  
#35196 C040 R02 T00:57  
SEP 2 86

RETURN TO  
ITT BUSINESS SERVICE  
P.O. BOX 105029  
ATLANTA, GA 30348  
Mail to

CHECK  THE LINES WHICH APPLY

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

[Signature] Vice President  
(Signature of Debtor)

Stag Trailer Supply of Maryland Inc.,  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

[Signature] Credit Manager  
(Signature of Secured Party)

Emerson Quiet Kool Corp.  
Type or Print Above Signature on Above Line

CLERK  
G.L.  
79

1986 SEP -2 AM 8:56  
E. AUBREY COLLISON  
CLERK

11.00

TO BE FILED AND RECORDED IN:

200107

BOOK 502 PAGE 128

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

Not Subject to  
Recordation Tax

DATED: August 5, 1986

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security in the same loan securing a debt in the principal amount of \$400,000.00.

FINANCING STATEMENT

1. Debtor	<u>Address of all Debtors</u>
FORT MEADE AGGREGATES, INC.	2800 52nd Avenue P.O. Box 664 Bladensburg, Maryland 20710

2. Secured Party:	<u>Address of Secured Party:</u>
BALTIMORE SAVINGS AND LOAN. ASSOCIATION, INC.	1 E. Redwood Street Baltimore, Maryland 21202 Attention: J. Michael Millard

RECORD FEE 17.00  
POSTAGE .50  
#22731 0777 ROL 111:22  
SEP 2 86

3. This Financing Statement covers the following items:

(a) All machinery, apparatus, equipment, fittings, fixtures and articles of personal property of every kind and nature whatsoever, other personal property of every kind and nature whatsoever, other than consumable goods, now owned or hereafter acquired by Debtor, now or hereafter located in or upon said property or any part thereof, and used or usable in connection with any present or future operation of such property, including, but without limiting the generality of the foregoing, all heating, ventilating, lighting, laundry, incinerating and power equipment; all engines, boilers, machines, motors, furnaces, compressors, transformers, generating equipment, pumps, tanks, ducts, conduits, wires, switches, electrical fixtures, fans, switchboards and telephone equipment, piping, tubing, plumbing equipment and fixtures; all refrigeration, air conditioning (units and systems), cooling, ventilating, sprinkling, water, power and communications systems and apparatus; all water coolers and water heaters; all fire prevention, alarm and extinguishing systems and apparatus; all cleaning equipment; all elevator and escalator equipment and apparatus, all partitions, shades, blinds, awnings, screens, screen doors, storm doors, exterior and interior signs, gas and electrical fixtures, stoves, ovens, refrigerators, garbage disposals, dishwashers, washers, dryers, cabinets, mirrors, mantles, floor coverings, carpets, rugs, draperies, linens, beds, dressers, desks, chairs, stands, televisions, china, silver, tables, furniture, furnishings and accessories; all security systems, and all renewals or replacements thereof or articles in substitution therefor whether now located or hereafter located or installed or used or usable in the operation of the property or appurtenant facilities erected or to be erected on the property.

1750.



RECEIVED FOR RECORD  
CREDIT COUNTY

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described property and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, management agreements, guaranties, licenses and leases and all rights, accounts and proceeds due thereunder, construction contracts, permits, bonds, deposits and payments and refunds and return of premiums, proceeds of insurance and condemnation, any charges and fees thereunder relating or appertaining to the said property and collateral and its development, occupancy and use, and all right, title, interest and estate of Debtor as Landlord under certain leases conveyed and assigned to the Secured Party pursuant to Assignment of Rents and Other Income and Leases of even date herewith.

4. The aforesaid items are included as security in a Deed of Trust given by Debtor to Alleck A. Resnick and Howard L. Perlow, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by Debtor to Baltimore Savings and Loan Association, Inc.

5. Proceeds of the above collateral are covered hereunder.

6. 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 in Anne Arundel County, Maryland, as described on Exhibit A attached hereto and made a part hereof and as described in and conveyed by Debtor in the Deed of Trust recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DEBTOR

FORT MEADE AGGREGATES, INC.

BY: Robert H. Jenkins

Robert H. Jenkins  
President *RF*

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to: Resnick, Sopher & Perlow, P.A., One East Redwood Street, Baltimore, Maryland 21202, Attention: Jerry S. Sopher, Esquire.

JSS/av/0127V

BEGINNING for the first thereof at a pipe found opposite baseline station 1051+98.04 of the Right-of-Way for Maryland Rte. 32 as shown on the Maryland State Highway Administration Right-of-Way Plat No. 46800 and recorded among the Land Records of the State of Maryland, said point also being opposite the centerline of The Baltimore and Ohio Railroad Company Valuation Station 4+48.360, thence running with the Right-of-Way of Md. Rte. 32 along a curve to the left, having a radius of 1,115.92 feet, a chord bearing of S 38 degrees 08 minutes 34 seconds W, 27.26 feet and an arc distance of 27.26 feet to a point; thence along a curve to the left having a radius of 394.42 feet, a chord bearing of S 06 degrees 01 minute 48 seconds E, 542.73 feet and an arc distance of 598.53 feet to a pipe found opposite baseline station 1056+00.16 of the Right-of-Way for Maryland Rte. 32 as shown on the aforementioned Plat No. 46800, said point also being opposite The Baltimore and Ohio Railroad Company centerline station 11+27.00; thence the following Four (4) courses along the southern Right-of-Way line for Maryland Rte. 32 as shown on Maryland State Highway Right-of-Way Plats 46800 and 46802: (1) S 49 degrees 30 minutes 11 seconds E, 216.00 feet to a pipe found; thence (2) S 50 degrees 01 minutes 05 seconds E, 201.00 feet to a pipe found; thence (3) S 47 degrees 58 minutes 11 seconds E, 169.34 feet to a nail and hub found; thence (4) S 47 degrees 51 minutes 52 seconds E, 355.36 feet to a pin set opposite Railroad Station 20+62, said pin also being on the southern Right-of-Way for Maryland Rte. 32; thence leaving said Right-of-Way for Maryland Rte. 32 and running S 42 degrees 08 minutes 08 seconds W, 78.32 feet to a point, said point lying on the northern eastern property line of a parcel of property now or formerly in the name of Boykin Resources, Inc.; thence with the northeastern property line of said Boykin Parcel the following three (3) courses: (1) N 45 degrees 35 minutes 59 seconds W, 267.25 feet to a point; thence (2) N 51 degrees 52 minutes 24 seconds W, 51.57 feet to a point; thence (3) N 68 degrees 33 minutes 47 seconds W, 33.71 feet to a point; said point being the southeastern corner of a parcel of property now or formerly in the name of Carl D. Ford and Cecil L. Cook and recorded among the Land Records of Anne Arundel County in Liber 2408 at Folio 733; thence with the Ford and Cook Property the following six (6) courses: (1) N 48 degrees 22 minutes 31 seconds W, 260.89 feet to a point; thence (2) N 54 degrees 22 minutes 31 seconds W, 165.00 feet to a point; thence (3) N 63 degrees 37 minutes 31 seconds W, 165.00 feet to a point; thence (4) N 73 degrees 52 minutes 31 seconds W, 198.00 feet to a pipe found (loose); thence (5) N 84 degrees 52 minutes 31 seconds W, 198.00 feet to a point; thence (6) S 85 degrees 07 minutes 29 seconds W, 198.00 feet to a point at the northwestern corner of the Ford and Cook Property; thence running with the property of The Baltimore and Ohio Railroad Company the following sixteen (16) courses: (1) S 85 degrees 07 minutes 29 seconds W, 44.67 feet to a point; thence (2) along a curve to the left, having a radius of 963.45 feet, a chord bearing of S 68 degrees 24 minutes 49 seconds W, 198.31 feet and an arc distance of 198.66 feet to a point; thence (3) S 62 degrees 30 minutes 24 seconds W, 203.27 feet to a point; thence (4) N 59 degrees 40 minutes 00 seconds E, 87.90 feet to a point; thence (5) N 59 degrees 25 minutes 00 seconds E, 97.00 feet to a point; thence (6) N 58 degrees 10 minutes 00 seconds E, 102.90 feet to a point; thence (7) N 55 degrees 40 minutes 00 seconds E, 106.90 feet to a point; thence (8) N 52 degrees 10 minutes 00 seconds E, 108.90 feet to a point; thence (9) N 50 degrees 55 minutes 00 seconds E, 101.50 feet to a point; thence (10) N 57 degrees 55 minutes 00 seconds E, 99.00 feet to a point; thence (11) N 50 degrees 40 minutes 00 seconds E, 96.50 feet to a point; thence (12) N 49 degrees 10 minutes 00 seconds E, 97.00 feet to a point; thence (13) N 49 degrees 40 minutes 15 seconds E, 112.40 feet to a point; thence (14) N 48 degrees 55 minutes 00 seconds E, 96.00 feet to a point; thence (15) N 50 degrees 25 minutes 00 seconds E, 100.60 feet to the POINT OF BEGINNING; containing 6.3795 acres or 277,893 square feet more or less.

This description taken from a survey prepared by Paul K. Miller, Registered Surveyor No. 9154, Joyce Engineering Corporation, 11033-C Baltimore Avenue, Beltsville, Maryland, 20705 on December 17, 1984, and incorporated herein by reference.

BEING THAT SAME LOT OF GROUND which by Confirmatory Deed dated September 26, 1985 and recorded among the Land Records of Anne Arundel County in Lbier 4010 folio 636 was granted and conveyed by Fort Meade Aggregates Inc. unto Operating Engineers

1985 SEP -2 AM 11:22

W. ANDREW COLLISON

BEGINNING for the second thereof and being all that lot or parcel of land, situate, lying and being in the Fourth Election District of Anne Arundel County, Maryland, and also being part of the land conveyed from LeRoy Bald, Trustee to Carl D. Ford and Cecil L. Cook by deed dated May 21, 1971, and recorded in Liber 2408 at Folio 733 among the Land Records of Anne Arundel County, Maryland, and being more particularly described as follows, in two parcels:

PARCEL I

Beginning at the point of beginning of the tract as described in the aforementioned conveyance recorded in Liber 2408 at Folio 733 and running with part of the first line thereof North 34 degrees West, 56 perches as now surveyed (1) North 37 degrees 11 minutes 48 seconds West, 860.77 feet to a point on the southerly right of way line of Brock Bridge Road as shown on Maryland State Highway Administration Plats numbered 46801 and 46802 and recorded in Liber 3520 at Folio 786, thence running with said right of way (2) 173.39 feet along the arc of a curve to right having a radius of 358.17 feet and a chord bearing and distance of North 87 degrees 32 minutes 32 seconds East, 171.71 feet to a point, thence (3) South 43 degrees 28 minutes 43 seconds East, 79.43 feet to a point, thence (4) North 53 degrees 33 minutes 07 seconds East, 21.82 feet to a point, thence (5) North 5 degrees 31 minutes 20 seconds West, 23.00 feet to a point, thence (6) 138.39 feet along the arc of a curve to the right having a radius of 358.39 feet and a chord bearing and distance of South 55 degrees 46 minutes 26 seconds East, 137.53 feet to a point, thence (7) South 44 degrees 42 minutes 19 seconds East, 437.16 feet to a point, thence (8) 247.76 feet along the arc of a curve to the left having a radius of 320.35 feet and a chord bearing and distance of South 66 degrees 51 minutes 43 seconds East, 241.63 feet to a point on the outline of the whole tract, thence leaving the right of way line of Brock Bridge Road and running with the South 66 degrees 00 minutes West, 28 perches line of the whole tract (9) South 62 degrees 41 minutes 32 seconds West, 410.32 feet to the point of beginning, containing 4.7929 acres of land.

PARCEL II

Beginning at the end of the South 45 degrees 00 minutes East, 16 1/8 perches line of the whole tract as described in the aforementioned conveyance recorded in Liber 2408 at Folio 733 and running with part of the South 42 degrees 30 minutes West, 9 1/4 perches line thereof as now surveyed (1) South 38 degrees 27 minutes West, 50.48 feet to a point on the northerly right of way line of the aforementioned Brock Bridge Road, thence running with said right of way (2) 297.41 feet along the arc of a curve to the right having a radius of 240.35 feet and a chord bearing and distance of North 80 degrees 09 minutes 16 seconds West, 278.80 feet to a point, thence (3) North 44 degrees 42 minutes 19 seconds West, 437.16 feet to a point, thence (4) 159.50 feet along the arc of a curve to the left having a radius of 438.17 feet and a chord bearing and distance of North 55 degrees 08 minutes 19 seconds West, 158.70 feet to a point, thence running with the southerly right of way line of the Baltimore and Ohio Railroad (5) South 84 degrees 39 minutes 00 seconds East, 75.17 feet to a point, thence (6) South 73 degrees 41 minutes 47 seconds East, 198.00 feet to a point, thence (7) South 63 degrees 26 minutes 47 seconds East, 165.00 feet to a point, thence (8) South 54 degrees 11 minutes 47 seconds East, 165.00 feet to a point, thence (9) South 48 degrees 11 minutes 47 seconds East, 264.97 feet to the point of beginning, containing 2.5207 acres of land.

Subject to two Perpetual Easements for Drainage granted to the State Highway Administration and all other easement or rights of way of record.

BEING that same lot of ground which by Confirmatory Deed dated September 26, 1985 and recorded among the Land Records of Anne Arundel County in Liber 3982 folio 22 was granted and conveyed by Fort Meade Aggregates Inc. unto Operating Engineers Local #37 Pension Fund.

Maintained by Bay State Title Co

263503

FINANCING STATEMENT BOOK 502 PAGE 132

- To be recorded:
- (1) with State Department of Assessments and Taxation
  - (2) in the Financing Records of Anne Arundel County
  - (3) in the Land Records of Anne Arundel County

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust and security agreement from the Debtor to the Trustee dated July 29, 1986 securing a debt in the principal amount of Fifty-Eight Thousand Eight Hundred-----Dollars (\$ 58,800.00 ). All required documentary stamps have been affixed to the Deed of Trust. The Deed of Trust is recorded or intended to be recorded among the Land Records of Anne ArundeCounty.

NAME AND ADDRESS OF DEBTOR:  
 Michael E. Epperly  
 Angela M. Epperly  
 411 Raindrop Court  
 Glen Burnie, Maryland 21061

NAMES AND ADDRESSES OF SECURED PARTIES:

Lender:

Ryland Mortgage Company  
 c/o Donna A. Van Sant  
 10221 Wincopin Circle  
 P.O. Box 1110  
 Columbia, MD 21044

Trustees Under Deed of Trust:

Donna A. Van Sant  
 M. Rebecca Murray  
 10221 Wincopin Circle  
 P.O. Box 1110  
 Columbia, MD 21044

RECORD FEE 18.00  
 472619 0777 R01 109:32  
 SEP 2 86



1986 SEP -2 AM 11:31

1850

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

- (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind

and nature whatsoever, now or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lighting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, shades, awnings, screens, storm doors and windows, stoves, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelving, storage facilities, machinery and other apparatus.

(b) All contract rights of Debtor relating to any and all contracts of sale for any part or all of the premises hereinafter described, whether said contract rights are in existence or hereafter created and the proceeds therefor.

(c) All accounts, accounts receivable, contract rights and general intangibles in respect of or growing out of any and all leases and/or subleases executed by the Debtor, as lessor, for or in connection with the lease or sublease of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and incomes arising from the use or enjoyment of the premises hereinafter described or from any lease and/or sublease pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and

the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases and/or subleases are in existence on the date hereof or are hereafter created.

2. Proceeds and products of the collateral are covered.
3. The above described goods, property, interests and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel of land (and the improvements now or hereafter existing thereon) situated at Anne Arundel County, Maryland, as more particularly described on Exhibit A attached hereto and incorporated herein.

DATED: July 29, 1986

DEBTOR:

[Signature]

[Signature]  
Debtor Michael E. Epperly

[Signature]

[Signature]  
Debtor Angela M. Epperly

Returned to: Charm City Title Company  
105 W Chesapeake Avenue  
102, Jefferson Building  
Towson, MD 21204  
(301) 821-1544

Return to Ann M. Ivester, Esquire at Wilkinson, Guida & Eagan,  
P.A., Equitable Bank Building, Suite 700, 10320 Little Patuxent  
Parkway, Columbia, Maryland 21044.

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lot No. 89 B, as shown on the Plat of  
Champion Forest, which Plat is recorded among the Land Records of  
Anne Arundel County in Plat Book FSR No. 5, folio 32 (Cabinet No. 1,  
Rod A 9, Plat No. 5), now Plat Book 11, folio 14.

Mailed to Secured Party

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No.
(Not to Be) <del>Recorded</del> Recorded in the Land Records* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) <b>Clark, Mark W.</b> 3954 Woods Edge Drive Davidsonville, MD 21035	Secured Party Name and Address <b>The CIT Group/Equipment Financing, Inc.</b> 555 East City Line Avenue Bala Cynwyd, PA 19004	
Assignee of Secured Party <del>CIT Corporation</del>	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.		
<b>One (1) P &amp; H T200 20 Ton Rough Terrain Crane, S/N 35291, complete with all related parts, attachments and accessories.</b>		
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) <b>Mark W. Clark</b>	Secured Party <b>The CIT Group/Equipment Financing, Inc.</b>	
By <u>Mark W. Clark</u> Title <u>Owner</u>	By <u>Richard S Boyle</u>	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <b>Mark W. Clark</b>	<b>RICHARD G BOYLE</b>	
Type or print name(s) of person(s) signing	Type or print name of person signing	
5-SA-989D		

RECORDED FIVE 11.00  
 PARTIAL .50  
 MARYLAND CITI 001 T10:47  
 SEP 2 86

1130  


Mailed to Secured Party  
 1986 SEP -2 AM 11:36  
 E. ADAMS / COLLISON  
 CLERK

203505

BOOK 502 PAGE 137

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)  
KIRK, JAMES A.  
AMBLER, CYNTHIA L.  
7210 WINDSOR LANE  
HYATTSVILLE, MD 20782

2. Secured Party(ies) and address(es)  
FIRST NEW ENGLAND CREDIT CORP.  
130-134 OLD POST RD  
SOUTHPORT, CT 06490

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

RECORD FEE 12.00  
POSTAGE 50  
1122713 077 001 110:51  
SEP 2 1986

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

BOAT: 1986 SHANNON 37 CUTTER HULL#NHN3710111135SBC  
ENGINE: 1986 diesel Perkins 40  
MOORING: MAYC, ID

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

CITYTRUST  
961 MAIN STREET  
BRIDGEPORT, CT 06601

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

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

Filed with:

JAMES A. KIRK CYNTHIA L. AMBLER  
*James A. Kirk Cynthia L. Ambler*

FIRST NEW ENGLAND CREDIT CORP.

By: \_\_\_\_\_  
Signature(s) of Debtor(s)

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1250

Mailed to Assignee



1986 SEP -2 PM 11:38

BRIDGEPORT, CT 06601

263506

*AA County*

UNIFORM COMMERCIAL CODE  
STATEMENT OF REASSIGNMENT AND RELEASE BOOK 502 PAGE 138

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book/Film No.: 494 Page No.: 466  
Identification No.: 260369 *260368* Dated: 2/7/76

1. Debtor: Vertex A Division of Bowdren, Inc.  
Address: 1993 Moreland Parkway  
Annapolis, MD 21401

2. Secured Party: Phillips Financial Services, Inc.  
Address: 114 Forbes Street  
Annapolis, MD 21401

RECORDED FE 10.00  
FILING FEE .50  
SEP 15 11:11 AM 1976  
SEP 2 1976

3. Assignee: THE FIRST NATIONAL BANK OF MARYLAND

4. The Assignee hereby reassigns the above referenced Financing Statement to the Secured Party and releases the interest of the Assignee with respect to that Financing Statement.

THE FIRST NATIONAL BANK  
OF MARYLAND

By: *Jackie D. Inwood*  
Name:  
Title: *Loan Admin Ofcer.*

UPON COMPLETION OF FILING PLEASE RETURN FILING EVIDENCE TO:

Frederick W. Runge, Jr.  
Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202



fwr73cc

Mail to \_\_\_\_\_

*Lease 968*

1986 SEP -2 AM 11:38

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. Anne Arundel Co. 249031 Dated August 17, 1983  
 Record Reference Liber 465 Page 574

RECORD FEE 10.00  
 POSTAGE .50  
 REGISTERED WITH MD 110458  
 SEP 2 86

- 2. DEBTOR is:

Name: Record & Tape Collector Annapolis, Inc.  
 Address: c/o Annapolis Mall, Store 64, Annapolis, Md. 21401

- 3. SECURED PARTY is:

Name: Union Trust Company of Maryland  
 Address: Baltimore and St. Paul Streets, Baltimore, Md. 21203  
 Attention: Frank J. Duchacek, Jr.

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:

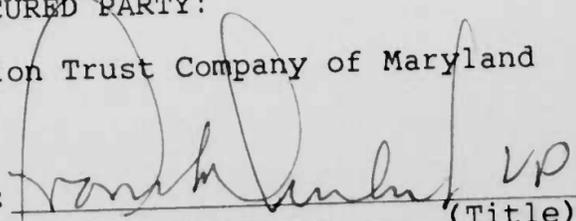
RETURN TO: Robert A. Snyder, Jr., Esquire  
 Weinberg and Green  
 100 South Charles Street  
 Baltimore, Maryland 21201

Mail 

SECURED PARTY:

Union Trust Company of Maryland

Date: August 14, 1986

By:  VP  
 Frank J. Duchacek, Jr. (Title)  
 Vice President

1050

1986 SEP -2 AM 11:38

E. ANDREY COLLISON  
CLERK



- 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: Cherry Hill Construction Company, Inc.  
(Name or Names)  
1807 Mission Road, Jessup, Maryland 20794  
(Address)
- DEBTOR: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)
2. SECURED PARTY: Vic Lewis & Sons, Inc.  
(Name or Names)  
1963 Brady Avenue, Baltimore, Maryland 21227  
(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) Used Northwest Model #50D Crawler Crane s/n 27228 equipped with 100' of Stick Hydraulic Removable Counter Weight, Detroit Diesel

Plus all attachments and accessories thereto

RECORDED FE 11.00  
 FILED  
 1986 SEP 2 11:01  
 SEP 2 86

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

1150



6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
Cherry Hill Construction Company, Inc.  
 By: James Openshaw President  
 (Type or print name of person signing)

By: \_\_\_\_\_  
 (Title)  
 \_\_\_\_\_  
 (Type or print name of person signing)

SECURED PARTY:  
Vic Lewis & Sons, Inc.  
 By: Richard A. Lewis  
 (Type or print name of person signing)

Mailed to Assignee

Return To: Union Trust Company of Maryland  
P. O. Box 22497, Baltimore, Maryland 21203 Attention: #T0508

1986 SEP -2 AM 11:38  
 G. L. COLLISON

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259851

RECORDED IN LIBER 493 FOLIO 284 ON January 7, 1986 (DATE)

1. DEBTOR

Name Union Carbide Corporation

Address 39 Old Ridgebury Road, Danbury, Connecticut 06817-0001

2. SECURED PARTY

Name Morgan Bank (Delaware) as Collateral Agent

Address 902 Market Street, Wilmington, Delaware 19801

RECORDING FEE 10.00  
FILING FEE 1.50  
REPTG CHG NO 1 T 11/17  
SEP 2 86

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><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

1986 SEP -2 PM 3:51  
E. W. BULLOCK  
CLERK

1050.

Dated 13 August 1986

Peter W. Atwater  
(Signature of Secured Party)  
PETER W. ATWATER  
Type or Print Above Name on Above Line



Mailed to Secured Party

TO BE } RECORDED IN  
 NOT TO BE } LAND RECORDS

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

FINANCING STATEMENT

1. Debtor(s):

WILLIAM J. WOOD II  
 Name or Names—Print or Type  
 5700 Deale Churchton Road, Churchton, MD 20733  
 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:

PAUL T. McHENRY, JR.  
 Name or Names—Print or Type  
 5087 Solomons Island Rd., Lothian, MD 20711  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). Farm equipment, truck, and bulldozer. Farm equipment includes all tractors, loader, and related farm equipment items.

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

5. If collateral is crops, describe real estate.

RECORDING FEE 11.00  
 FILING FEE .50  
 SEP 3 1986

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

DEBTOR(S):

*William J. Wood II*  
 (Signature of Debtor)  
 WILLIAM J. WOOD II  
 Type or Print

(Signature of Debtor)  
 Type or Print

SECURED PARTY:

(Company, if applicable)  
*Paul T. McHenry Jr*  
 (Signature of Secured Party)  
 PAUL T. McHENRY, JR.  
 Type or Print (Include title if Company)

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

Name and Address Paul T. McHenry, Jr, 5087 Solomons Island Rd, Lothian,  
 Maryland 20711

Lucas Bros. Form F-1

1150.



1986 SEP -3 AM 9:26

E. ANDREY COLLISON  
CLERK

BOOK 502 PAGE 143

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

712892

1. Debtor:  
SOUTHERN MARYLAND ALUMINUM  
PRODUCTS COMPANY, INC.

Address:  
Route 3,  
Box 141  
Edgewater, Maryland 21037

2. Secured Party:  
SECOND NATIONAL BUILDING  
& LOAN, INC.

Address:  
P. O. Box 2558  
Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.

RECORD FEE 13.00  
POSTAGE .50

422871 0345 R01 T09:28  
SEP 3 1986

3. This Financing Statement covers:

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

(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

1986 SEP -3 AM 9:36

CLERK



12/8

14.50

right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any preceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises or as used as a light industrial facility.

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:

SOUTHERN MARYLAND ALUMINUM  
PRODUCTS COMPANY, INC.

BY: Harry C. Kenney (SEAL)  
HARRY C. KENNEY President

Dated: MAY 20, 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

BOOK 502 PAGE 145

EXHIBIT A

KNOWN AND DESIGNATED as Lot No. 4, Plat of Cos Grove, as shown on a Plat of Cos Grove, recorded among the Land Records of Anne Arundel County in Plat Book 62, folio 17.

BEING the same property conveyed unto Southern Maryland Aluminum Products Company, Inc., by Douglas E. Cosgrove and Florence N. Cosgrove, by deed dated May 5, 1977 and recorded among the Land Records of Anne Arundel County in Liber 2956 page 430, being in the First Assessment District of Anne Arundel County.

Mail to Blumenthal et al.

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

502 146

FINANCING STATEMENT

1. Debtor:  
EDWARD W. KAPLAN  
and  
DORIS B. KAPLAN

Address:  
Edward W. and Doris B. Kaplan  
2225 Mulberry Hill Road  
Annapolis, Maryland 21401

2. Secured Party:  
SECOND NATIONAL BUILDING  
& LOAN, INC.

Address:  
P. O. Box 2558  
Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

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

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

RECORD FEE

18.00

POSTAGE

50

420876 0345

SEP 10 1985

SEP 1 1985

CR  
CLERK

400-1

18.00  
50  
SEP 10 1985

(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:

Edward W. Kaplan (SEAL)  
EDWARD W. KAPLAN

Doris B. Kaplan (SEAL)  
DORIS B. KAPLAN

Dated: 4/29/86

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

## SCHEDULE 1

BEGINNING for the same at a point on the East side of the South River Road or State Road leading from Annapolis to Solomon's Island located North 52' East 25 feet along the East side of said road from the Southwesternmost corner of the whole tract of land as shown on a Plat of the division of the property of Edward G. Townsend, said plat being a part of the C.L. Meredith property shown on another plat recorded among the Plat Records of Anne Arundel County in Plat Book 15, page 31, said corner also being the Northwesternmost corner of the tract of land conveyed by Harry Diggs and wife to Harry F. Klein and wife, by deed dated August 21, 1945 and recorded among the Land Records of Anne Arundel County in Liber JHH 335, folio 365; thence from said beginning point and with the East side of said South River Road, North 42° 52' East 100 feet; thence leaving said road and running with the North and East lines as shown on the first mentioned Plat of the division of the Edward G. Townsend property, 180 feet, more or less, in a Southeasterly direction and 67 feet in a Southwesterly direction; thence with a part of the South line as shown on the same Plat, North 68° 30' West 70 feet and thence with the line from said last mentioned point, North 57° 36' West 123.11 feet to the place of beginning. According to a description prepared by J.R. McCrone, Jr., in January 1946. Being Lots 12, 13 and part of Lot 14, as shown on a Plat of the Subdivision of Carey L. Meredith, which Plat is recorded among the Plat Records of Anne Arundel County in Plat Book 15, page 31.

SCHEDULE 2

PARCEL 1: ALL those two lots of ground situate on the southeast side of the State Road leading from Parole Station to South River bridge, in the second Election District of Anne Arundel County, Maryland, designated as Nos. 8 and 9 on the plat thereof mady by J. Carson Boush, County Surveyor, August 20, 1918, which plat is intended to be field in Plat Book No. 1, of Anne Arundel County, and described as follows:

Beginning for the same at a point on the southeastside of said State Road 232 feet from the southeast intersection of said State Road and the State Road leading to Annapolis, said point of beginning also being in the division line of Lot No. 7 and the lots hereby intended to be conveyed, as shown on said plat, and running from thence with said division line southeasterly 153 feet to the rear division line of Lot No. 22, thence with the rear division line of lots Nos. 22, 23 and part of 24, and the lots hereby conveyed, southwesterly 72 feet to the division line of Lot No. 10-11, as shown on said plat; thence with said division line, northwesterly 164 feet to the southeast side of said State Road; thence with the same northeasterly 70 feet to the point of beginning.

PARCEL 2: ALL those two lots or parcels of ground located on the State road leading from Annapolis to Solomon's Island, which said lots are designated as Nos. 10 and 11, on the plat, of property of Carey L. Meredith, subdivision of Parole, by J. Carson Boush, Surveyor in August 1918, recorded among the Plat Records of Anne Arundel County in Cabinet 2, Rod D-6, folio 225, now Plat Book 15 folio 31.

Mail to

~~Blumenthal et al~~

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 Lee-Dico Pallet Manufacturing Corp.  
Address 325 Lokus Road, Odenton, MD 21113

2. SECURED PARTY

Name Allied Lending Corporation  
Address 1625 Eye Street, N.W. Washington, D.C. 20006

RECORD FEE 11.00  
POSTAGE .30  
REGISTRATION FEE 7.00  
SEP 3 1986

Mail to \_\_\_\_\_ Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
Furniture, fixtures, machinery, equipment (excluding motor vehicles), inventories (raw materials, work in progress, finished goods & 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)

325 Lokus Road  
Odenton, MD 21113

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

Lee-Dico Pallet Manufacturing

*Franklin Wilds*  
(Signature of Debtor)

FRANKLIN WILDS  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Allied Lending Corporation

*David P. Parker*  
(Signature of Secured Party)

David P. Parker, Esq.  
~~XXXXXXXXXXXXXXXXXXXX~~ ASST. SEC.  
Type or Print Above Signature on Above Line

1986 SEP -3 AM 10:12  
COLLISON

BOOK 502 PAGE 151

STATE OF MARYLAND

202513

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 TED D AND PAMELA A. DURITY  
Address 1917 Everglade Court, Crofton, Md 21114

2. SECURED PARTY

Name JOE RAMSOY Music  
Address 161 WEST STREET  
ANNAPOLIS, MD 21401

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

3. Maturity date of obligation (if any) AUGUST 15, 1988

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

New Everett Studio Piano & Bench  
S/N 293716

RECORDED 12.00  
REGISTERED 0771 001 T08-52  
SEP 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)

[Signature]  
(Signature of Debtor)

TED D DURITY  
Type or Print Above Name on Above Line

Pamela A. Durity  
(Signature of Debtor)

PAMELA A. DURITY  
Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature]  
(Signature of Secured Party)

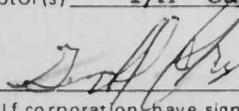
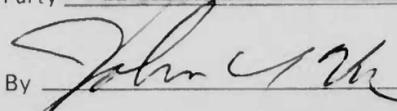
Type or Print Above Signature on Above Line



1986 SEP -3 AM 11:08  
6. ADINA COLLISON  
CLERK

11.50  
TLC

BOOK 502 PAGE 152

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No. <b>203519</b>
(Not to Be) <del>used</del> Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) <b>Hans, Gerald T.</b> <b>T/A Capitol Tree</b> <b>739 Cottage Drive</b> <b>Arnold, Anne Arundel, MD 21012</b>	Secured Party Name and Address <b>Vermeer Sales &amp; Service, Inc.</b> <b>P.O. Box 189</b> <b>Annapolis Junction, MD 20701</b>	
Assignee of Secured Party <b>C.I.T. Corporation</b> <b>1301 York Road</b> <b>Lutherville, MD 21093</b>	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. <b>One (1) New Vermeer Model 630A Stump Cutter S/N 4446</b>		
<p style="text-align: right;"> <small>RECORDING FEE 12.00</small>  <small>POSTAGE .50</small>  <small>SEP 3 1986</small> </p> <p> <small>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."</small> </p>		
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) <b>Gerald T. Hans</b> <b>T/A Capitol Tree</b>	Secured Party <b>Vermeer Sales &amp; Service, Inc.</b>	
By  (Seal) Title <b>OWNER</b>	By 	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <b>Gerald T. Hans</b>	<b>John L. Vos, President</b>	
<small>Type or print name(s) of person(s) signing</small>	<small>Type or print name of person signing</small>	
<small>5 SA 989D</small>		

RECORDING FEE 12.00  
POSTAGE .50  
SEP 3 1986

1986 SEP -3 PM 11:08  
MORTGAGE DIVISION

Mailed to Assignee



FINANCING STATEMENT AND SECURITY AGREEMENT

File No. 203520

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es): (last name first)  Home Video Services, Inc. 8371 Jumpers Hole Road Millersville, MD 21108	2. SECURED PARTY  THE PARADIES DISTRIBUTING CO. 8503 Mayland Drive Richmond, VA 23229
--	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; foot waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

RECORD FEE 11.00  
POSTAGE .50  
RECEIVED CITIZEN TITLE CO  
SEP 3 1986

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:



Home Video services, Inc.  
(Type Name)

THE PARADIES DISTRIBUTING CO.

*[Handwritten signature]*

(SEAL) BY: *[Handwritten signature]*

By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ 19 \_\_\_\_  
(Date Signed by Debtor)

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

1150

## Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and/or consumption of inventory. Further, except for the Security Interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this Agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business; death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously being cured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and execution; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party, and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability shall be joint and several. This Agreement shall take effect when signed by Debtor.

Mailed to Secured Party

FINANCING STATEMENT AND SECURITY AGREEMENT

File No. 203521

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Home Video Services, Inc. 8371 Jumpers Hole Road Millersville, MD 21108</p>	<p>2. SECURED PARTY</p> <p>The Zamoiski Co. 1101 DeSoto Road Baltimore, Maryland 21223</p>
---	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; foot waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
- 5. This transaction is exempt from the recordation tax. (Md.)
- 6. Return to: Secured Party (Md.)

RECORD FEE 11.00  
POSTAGE .50  
RECEIVED LAW ROOM T09110  
SEP 3 86

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

X Thomas J. Moilica, Jr.  
(Type Name)

THE ZAMOISKI CO.

By: *[Signature]*  
President

(SEAL) By: *[Signature]*

By: \_\_\_\_\_ (SEAL) August 12 19 86  
(Date Signed by Debtor)

CR CLERK

1986 SEP - 3 AM 11:09

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. - Inventory

1150

Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and/or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this Agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business; death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously being cured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders, if there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

Mailed to Secured Party

BOOK 502 PAGE 157

203522

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)

SAUCIER, Glen  
SAUCIER, Kara  
C/o Holiday Mobile East  
Rental Office  
Clark Rd.  
Jessup, MD

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

RECORD FEE 12.00  
222854 0345 AM 109-15  
SEP 3 86

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

The mobile home, manufactured by Nashua, year 1986, model L 80, W 14, Serial # see below, 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

\* NZOHCV X 78014 3TK-2165

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 Kara Saucier  
Signature(s) of Debtor(s)

By Hershel Martin - assoc.  
Signature(s) of Secured Party(ies)

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

(Required only if Item 10 is checked.)

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

Mailed to Secured Party.



RECEIVED PUBLIC RECORDS  
1986 SEP -3 PM 11:09  
J. L. BOON

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

Lamon A. Stewart DDS, P.A.  
 (Name)  
7525 Greenway Center Drive, Greenbelt MD 20770  
 (Address)  
101 Ridgely Avenue Suite 21, Annapolis, MD 21401

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

Attn: Richard Shenos  
 (Name of Loan Officer)  
18 West Street  
 (Address)  
Annapolis, Maryland 21401

RECORDED AT  
 11.00  
 1.50  
 0222.17 036 201 T09421

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.

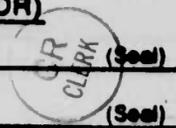
Record Owner, if different from the Debtor: \_\_\_\_\_

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)  
Lamon A. Stewart DDS, P.A. (Seal)  
 By: [Signature] (Seal)  
Lamon A. Stewart  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Print or Type Name)



Mailed to Secured Party  
11/50

SEP 3 1966

1966 SEP -3 AM 11:09  
E. J. COLLISON  
CLERK

Return recorded document to:  
Annapolis Federal Savings and Loan Association  
Consumer/Commercial Lending Department  
P.O. Box 751, 140 Main Street  
Annapolis, MD 21404

BOOK 502 PAGE 159

Anne Arundel Co.  
02303

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. 259265

RECORDED IN LIBER 491 FOLIO 527 ON November 18, 1985 (DATE)

1. DEBTOR

Name Ray Sears & Sons

Address 2387 Rutland Road, Gambrills, MD 21054

2. SECURED PARTY

Name Credit Alliance Corporation

Address 500 DiGiulian Blvd. P.O. Box 1680,

Glen Burnie, Maryland 21061

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

RECORDED FE 10.00  
FILING .50  
SEP 23 1986 109:22  
SEP 3 1986

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 August 22, 1986

(Signature of Secured Party)

Larry F. Kimmel Asst V.P.

Type or Print Above Name on Above Line

1050

1986 SEP -3 AM 11:09 JF



Return recorded document to:  
Annapolis Federal Savings and Loan Association  
Consumer/Commercial Lending Department  
P.O. Box 751, 140 Main Street  
Annapolis, MD 21404

BOOK 502 PAGE 161 Anne Arundel Co.  
01403

STATE OF MARYLAND

Mail to

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254607

RECORDED IN LIBER 479 FOLIO 571 ON Nov 28, 1984 (DATE)

1. DEBTOR

Name Ray Sears & Sons Inc.  
Address 2887 Rutland Road, Gambrills, MD 21054

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 Above

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORDED 10.00  
-50  
1122532 001 109423  
SEP 3 1986

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/> <b>XXX</b> (Indicate whether amendment, termination, etc.)  TERMINATION</p>

1986 SEP -3 09:11:09  
JF

Dated August 22, 1986

(Signature of Secured Party)

Larry F. Kimmel Asst V.P.

Type or Print Above Name on Above Line

1055

203524

BOOK 502 PAGE 162

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)  
Fiedler, Kurt R.  
Fiedler, Martha M.  
3 St. Andrews Crossover  
Severna Park, MD 21146

2. Secured Party(ies) and address(es)  
American Home/National  
Union Insurance Companies  
70 Pine Street, 21st Fl.  
New York, NY 10270  
ATTN: Raymond McDaniel  
Assistant Counsel

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

RECORD FE 12.00  
POSTAGE .50  
112377 0345 R01 109.33  
SEP 3 1986

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

Debtor's limited partnership interest in Capital Income Properties-C Limited Partnership, a District of Columbia 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)

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:

X Kurt R. Fiedler MD

American Home/National Union Insurance Companies

X Martha M. Fiedler  
Signature(s) of Debtor(s)

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1986 SEP - 3 AM 11:09

Mailed to Secured Party



203525

BOOK 502 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) Morrison, Elizabeth S. P.O. Box 9767 Arnold, MD 21012	2. Secured Party(ies) and address(es) American Home/National Union Insurance Companies 70 Pine Street, 21st Fl. New York, NY 10270 ATTN: Raymond McDaniel Assistant Counsel	For Filing Officer (Date, Time, Number, and Filing Office)
---	---	--

RECORD FEE 11.00  
 POSTAGE .50  
 #22878 0345 R01 T09:34

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

Debtor's limited partnership interest in Capital Income Properties-C Limited Partnership, a District of Columbia 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)

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:

American Home/National Union Insurance Companies

By: *Elizabeth S. Morrison* Signature(s) of Debtor(s)

By: *Delores Francis* Signature(s) of Secured Party(ies)

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

Mailed to Secured Party



NOV 11 1988 04:11:09

263526

BOOK 502 PAGE 164

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) Restogi, Rem K. Restogi, Asha 222 Rockridge Road Millersville, MD 21108	2. Secured Party(ies) and address(es) American Home/National Union Insurance Companies 70 Pine Street, 21st Fl. New York, NY 10270 ATTN: Raymond McDaniel Assistant Counsel
--	---

RECORD FEE 12.00  
 FILING FEE .50  
 622877 C345 801 T09134  
 SEP 3 86

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

Debtor's limited partnership interest in Capital Income Properties-C Limited Partnership, a District of Columbia 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)

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: Asha Restogi  
 Signature(s) of Debtor(s)

American Home/National Union  
 Insurance Companies  
 By: Delores Francis  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



Mailed to Secured Party

1986 SEP -3 AM 11:10

E. SIMPLY COLLISON  
 CLERK

203527

BOOK 502 PAGE 165

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)  
Waring, Robert L.  
Waring, Florence H.  
Rt. 1, Box 276  
Heathsville, VA 22473

2. Secured Party(ies) and address(es)  
American Home/National  
Union Insurance Companies  
70 Pine Street, 21st Fl.  
New York, NY 10270  
ATTN: Raymond McDaniel  
Assistant Counsel

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

RECORDED FE 12.00  
FILING .50  
#22060 C345 R01 T09134  
SEP 3 1986

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

Debtor's limited partnership interest in Capital Income Properties-C Limited Partnership, a District of Columbia 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)

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: Robert L. Waring  
Florence H. Waring  
Signature(s) of Debtor(s)

American Home/National Union Insurance Companies  
By: Delores Francis  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

CR  
CLERK

Mailed to Secured Party

1986 SEP -3 AM 11:10

EMERSON COLLISON  
CLERK

203503

BOOK 502 PAGE 166

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)  
Ensor, Robert E.  
549 Broadwater Road  
Arnold, MD 21012

2. Secured Party(ies) and address(es)  
American Home/National  
Union Insurance Companies  
70 Pine Street, 21st Fl.  
New York, NY 10270  
ATTN: Raymond McDaniel  
Assistant Counsel

RECORD FEE 11.00  
FILING FEE .50  
#22681 C45 R01 T09135  
SEP 3 1986

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

Debtor's limited partnership interest in Capital Income Properties-C Limited Partnership, a District of Columbia 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)

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:

American Home/National Union Insurance Companies

By: Robert E. Ensor  
Signature(s) of Debtor(s)

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



Mailed to Secured Party

1986 SEP -3 AM 11:10

E. ANDERSON & BULLISON  
CLERK

203523

BOOK 502 PAGE 167

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) Goldman, Stanley E. Goldman, Evie S. 38 William Drive Annapolis, MD 21401	2. Secured Party(ies) and address(es) American Home/National Union Insurance Companies 70 Pine Street, 21st Fl. New York, NY 10270 ATTN: Raymond McDaniel Assistant Counsel	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property:  Debtor's limited partnership interest in Capital Income Properties-C Limited Partnership, a District of Columbia 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.		RECORD FEE 12.00 POSTAGE .50 #22682 C45 R01 T09135 5. Assignee(s) of Secured Party and Address(es)  SEP 3 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:

*[Signature]*  
 By: *Evie S. Goldman*  
 Signature(s) of Debtor(s)

American Home/National Union  
 Insurance Companies

By: *Delores Francis*  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



Mailed to Secured Party

1986 SEP -3 AM 11:10

ELIZABETH COLLISON  
 CLERK

263530

BOOK 502 PAGE 168

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)  
Housa, Homer C.  
532 Little John Hill  
Sherwood Forest, MD 21405

2. Secured Party(ies) and address(es)  
American Home/National  
Union Insurance Companies  
70 Pine Street, 21st Fl.  
New York, NY 10270  
ATTN: Raymond McDaniel  
Assistant Counsel

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

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

Debtor's limited partnership interest in Capital Income Properties-C Limited Partnership, a District of Columbia 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.

RECORD FEE 11.00  
POSTAGE .50  
#22883 0345 001 109136

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:

By:

*[Handwritten Signature]*  
Signature(s) of Debtor(s)

American Home/National Union Insurance Companies

By:

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party 

1986 SEP -3 AM 11:10

E. MURPHY COLLISON

263531

BOOK 502 PAGE 169

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) Cenevsn, John F. Schneider, Dorothy Ann 415 Pullen Drive Crownsville, MD 21032	2. Secured Party(ies) and address(es) American Home/National Union Insurance Companies 70 Pine Street, 21st Fl. New York, NY 10270 ATTN: Raymond McDaniel Assistant Counsel	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORDS FEE 12.00 POSTAGE .50 #22884 0345 R01 109:36 SEP 3 86
---	---	---

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

Debtor's limited partnership interest in Capital Income Properties-C Limited Partnership, a District of Columbia 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)

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:

American Home/National Union  
Insurance Companies

By: John F. Cenevsn Dorothy A. Schneider By: Raymond McDaniel  
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

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



Mailed to Secured Party

1986 SEP -3 AM 11:10  
F. AUBREY COLLISON

263532

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)  
Armiger, William G.  
134 Holiday Court  
Annapolie, MD 21229

2. Secured Party(ies) and address(es)  
American Home/National  
Union Insurance Companies  
70 Pine Street, 21st Fl.  
New York, NY 10270  
ATTN: Raymond McDaniel  
Assistant Counsel

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

RECORD FEE 11.00  
POSTAGE .50  
#22885 045 R01 T09:37  
SEP 3 86

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

Debtor's limited partnership interest in Capital Income Properties-C Limited Partnership, a District of Columbia 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)

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:

American Home/National Union Insurance Companies

By: William G. Armiger  
Signature(s) of Debtor(s)

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



Mailed to Secured Party

SEP 3 1986

1986 SEP -3 AM 11:10

E. AUBREY COLLISON  
CLERK

263533

BOOK 502 PAGE 171

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) Kraus, Timothy C. Kraus, Carol H. 354 White Cedar Lane Severna Park, MD 21146	2. Secured Party(ies) and address(es) American Home/National Union Insurance Companies 70 Pine Street, 21st Fl. New York, NY 10270 ATTN: Raymond McDaniel Assistant Counsel	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 POSTAGE .50 #122886 CMS R01 109437 SEP 3 86
4. This financing statement covers the following types (or items) of property:  Debtor's limited partnership interest in Capital Income Properties-C Limited Partnership, a District of Columbia 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)

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:

*[Signature]*  
 By: *Carol H. Kraus*  
 Signature(s) of Debtor(s)

American Home/National Union  
 Insurance Companies  
 By: *Delores Francis*  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

1986 SEP -3 AM 11:10

E. WOBREY COLLISON  
 CLERK



TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

ANNE ARUNDEL COUNTY

FINANCING STATEMENT

1. Debtor(s):

Home Exterminating Company, Inc.  
Name or Names—Print or Type  
4608 Bucks Schoolhouse Road, Baltimore County, MD 21237  
Address—Street No., City - County State Zip Code  
Paramount Termite Control Company, Inc.  
Name or Names—Print or Type  
4608 Bucks Schoolhouse Road, Baltimore County, MD 21237  
Address—Street No., City - County State Zip Code

2. Secured Party:

The Forest Hill State Bank  
Name or Names—Print or Type  
2334 Rock Spring Road, Forest Hill, MD 21050  
Address—Street No., City - County State Zip Code

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

See Attached Exhibit A

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):

HOME EXTERMINATING COMPANY, INC.

By: Walter A. Tilley, Jr.  
(Signature of Debtor)

Walter A. Tilley, Jr., President  
Type or Print

PARAMOUNT TERMITE CONTROL COMPANY, INC.

By: Walter A. Tilley, Jr.  
(Signature of Debtor)

Walter A. Tilley, Jr., President  
Type or Print

SECURED PARTY:

THE FOREST HILL STATE BANK

By: Raymond W. Hamm, Jr.  
(Company, if applicable)  
Raymond W. Hamm, Jr., 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 Lee M. Miller, Esq.  
Venable, Baetjer and Howard  
1800 Mercantile Bank & Trust Building  
2 Hopkins Plaza  
Baltimore, MD 21201

RECORD FEE 12.00  
POSTAGE .50  
#22839 0777 R01 109149  
SEP 3 1966



11:11 AM  
SEP 3 1966

Handwritten initials and a large handwritten 'A' with an arrow pointing to the filing officer address.

## EXHIBIT A

(a) all Accounts, including all existing Accounts and all Accounts hereafter coming into existence.

(b) all Chattel Paper, regardless of whether it may be in existence at the present time, may come into existence in the future or may arise in the future.

(c) all cash, deposit balances, General Intangibles, notes, drafts, acceptances, Instruments, Documents, documents of title, policies and certificates of insurance, chattel paper, guaranties and securities now or hereafter received by debtors or either of them; or in which the debtors or either of them have or obtain an interest; and

(d) all now existing or hereafter created or coming into existence books and records, including, without limitation, ledgers, books of account, records, computer programs, computer disks or tape files, computer printouts, computer runs and other computer prepared information; and all general intangibles, contract rights, good will, copyrights, patents, service marks, trademarks, registered and unregistered trade names and processes; and

(e) all products of the foregoing; and

(f) all cash and non-cash proceeds of the foregoing.

Mailed to Secured Party

263535

BOOK 502 PAGE 174

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):

William G. Christmas, Sr.  
 Name or Names—Print or Type c/o Laurel Racetrack  
 Route 198 & Racetrack Road Laurel, Maryland 20709  
 Address—Street No., City - County State Zip Code

Louise White Christmas  
 Name or Names—Print or Type c/o Laurel Racetrack  
 Route 198 & Racetrack Road Laurel, Maryland 20709  
 Address—Street No., City - County State Zip Code

2. Secured Party:

Sterling Savings Association  
 Name or Names—Print or Type  
 106 Old Court Road, Pikesville, Maryland 21208  
 Address—Street No., City - County State Zip Code

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

SEE ATTACHMENT A

RECORD FEE 14.00  
 POSTAGE .50  
 #22900 0777 801 TOP=50  
 SEP 3 86

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):

SECURED PARTY:

*William G. Christmas, Sr.*  
 (Signature of Debtor)

William G. Christmas, Sr.  
Type or Print

*Louise White Christmas*  
 (Signature of Debtor)

Louise White Christmas  
Type or Print

Sterling Savings Association  
(Company, if applicable)

*Kathleen Gray*  
 (Signature of Secured Party)

Kathleen Gray  
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 Julien A. Hecht, Esquire  
300 E. Lombard Street  
 Lucas Bros. Form F-1 Baltimore, Maryland 21202

1450



1986 SEP -3 PM 11:11  
 COLLIGON  
 1986 SEP -3 PM 11:11

Attachment A - Collateral for Financing Statement  
of William G. Christmas, Sr., Debtor and  
Louise White Christmas, Debtor

All of Debtor's right, title and interest in and to:  
(i) foals, weanlings, yearlings, fillies, mares, horses, stallions, stallion syndicate agreements and stallion shares, whether Thoroughbred, Standardbred, Arabian, Quarter horse or any other breed or mix of breeds, whether now owned or hereafter acquired, (ii) all other interests and rights in Thoroughbred, Standardbred, Arabian, Quarter horse and all other breeds of horses and mix of breeds of horses, whether now owned or hereafter acquired, (iii) all other horse livestock which Debtor now owns or may hereafter acquire, (iv) all seasons and rights to breed mares or participate in the income from breeding mares, whether now existing or which may exist in the future, (v) all policies of insurance covering any of the foregoing Collateral and all rights to proceeds thereof and refunds thereunder, and (vi) all receivables, accounts, stud fees, contract rights, general intangibles, instruments, certificates, bills of sale, certificates of title, certificates of registration, evidence of ownership, other documents, all partnership interests evidencing the ownership by Debtor of property similar to the collateral and all other interests of Debtor, whether now existing or hereafter acquired, arising out of or with respect to any of the foregoing types of collateral.

In addition to the description of the collateral set forth above and not in limitation thereof, the following items of collateral owned by Debtor are set forth below.

List Of Collateral

<u>TYPE OF COLLATERAL</u>	<u>JOCKEY CLUB #</u>
<u>BROODMARES</u>	
Cold Look	7311290
Coby By the Sea	7818877
Dearest Mongo	813359
Dynamism	757181
Gentle Slope	7913141
Jolie Ville	8124605
Kehela	674074
Linden Mar	7014913
Matronly	740929
Meissen Rose	8028489
Noble Affair	7410355
Queen of the Hills	6821859
Primper	6511467
Silver Mink	8236317

TYPE OF COLLATERAL

JOCKEY CLUB #

FOALS OF 1985

Sevastopol - Noble Affair	Applied 8/29/85
Sevastopol - Dynamism	Applied 8/29/85
Text - Good Time Tiger	Applied 8/29/85
Northern Raja - Kehela	8530958
Parfaitment - Cold Look	8530959

FOALS OF 1984

Marshua Dancer - Cold Look filly	Applied 8/31/84
Salutely - Albert's Ruler filly	Applied 8/31/84
Sham - The Poet's Vamp filly	Applied 8/31/84
Sevastopol - Tender Glory filly	8430342

FOALS OF 1983

Proudest Roman - Primper filly	
Valid Appeal - Home by Sunset colt	8313974

FOALS OF 1982

Native Charger - Cold Look filly	
Schoosboomer	8221161
Christmas Lace	8229577

STALLION

Tall Ships	7417769
------------	---------

STALLION SHARES

NO. OF SHARES

Winged T	1
Sir Raleigh	1
In a Trance	1
Sevastopol	14
*John Alden	9
*Salutely	10

\*These stallion shares are owned by the Christmas-Carter Partnership in which Debtor is a partner.

3669h

FINANCING STATEMENT

TO: \_\_\_\_\_ Financing Records, State Department of Assessments and Taxation

\* \_\_\_\_\_ Financing Records, Circuit Court of Anne Arundel County, Maryland

THIS FINANCING STATEMENT, dated as of the 22<sup>nd</sup> day of August, 1986, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

JAMES I. HUMPHREY, JR.  
850 St. Edmonds Place  
Annapolis, Maryland 21401

RECORD FEE 11.00  
POSTAGE .50  
1986 SEP 07 11 09:52  
SP 3 06

2. Secured Party's name and address:

PEOPLES BANK OF CHARLES TOWN  
106 W. Washington Street  
Charles Town, West Virginia 25414-1006

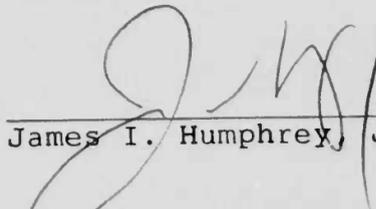
3. This Financing Statement covers the following property:

- A. All of Debtor's right, title and interest in and to a 22% limited partnership interest in Dublin Lodging Associates Limited Partnership, a Virginia limited partnership, and a 33.2% limited partnership interest in Princeton Inn Limited Partnership, a West Virginia limited partnership;
- B. All of Debtor's right, title and interest in, to and under the limited partnership agreements for Dublin Lodging Associates Limited Partnership and Princeton Inn Limited Partnership;
- C. All profits, proceeds, cash flow and distributions of Dublin Lodging Associates Limited Partnership and Princeton Inn Limited Partnership now or hereafter payable to the Debtor;
- D. Any and all products, proceeds, substitutions or additions to the aforesaid; and
- E. Any and all records, documents, and files pertaining to or related to the aforesaid.

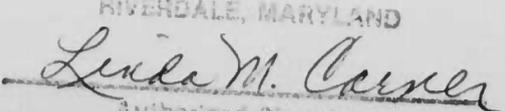
4. This Financing Statement secures an obligation of the Debtor to the Secured Party in the principal amount of \$250,000, which obligation matures (5) years from the date hereof.

DEBTOR:

Mailed to Secured Party

  
James I. Humphrey, Jr. (SEAL)

[0737E]

SIGNATURE GUARANTEED  
CITIZENS BANK & TRUST CO.  
OF MARYLAND  
RIVERDALE, MARYLAND  
  
Authorized Signature  
Whose signature is on file at  
Irving Trust Company, New York

CR  
CLERK

1986 SEP - 5 AM 11: 11

BOOK 502 PAGE 178

FINANCING STATEMENT FORM UCC-2

Identifying File No. \_\_\_\_\_

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

If transaction or transactions wholly or partially subject to 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 8-21-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of Debtor UNC Incorporated, UNC Technical Products Division
Address 175 Admiral Cochran Drive, Annapolis, MD 21401

2. Name of Secured Party General Electric Credit Corporation
Address 2264 Silas Deane Highway, Rocky Hill, CT 06067

3. Assignee of Secured Party
Address

RECORDS FEE 12.00
1027904 0777 R01 109154
SEP 3 86

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

4. Maturity date of obligation (if any) n/a

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

This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) new 1986 Gray Ringmaster Numerical Control Vertical Boring and Machining Center as more fully described in Schedule "A" attached hereto and made a part hereof. Includes all proceeds, replacements, and accretions attached thereto and any substitutions 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)

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



SECURED PARTY

(Signature of Debtor)
UNC Incorporated, UNC Technical Products Division

Type or Print Above Signature on Above Line

(Signature of Debtor)

RONALD L. MESSENHEIMER
Type or Print Above Signature on Above Line

(Name of Dealership)

By (Signature of Secured Party)

General Electric Credit Corporation
Type or Print Above Name on Above Line

12

11:11 AM 3-263537

SCHEDULE 'A'

TO UCC-2 RE. GECC

This Schedule is to be attached to and become part of a UCC-2 Financing Statement dated 8-21, 1986, between the undersigned.

Quantity	Description of Equipment	Year & Model	Serial Number
One (1)	Gray Ringmaster Numerical Control Vertical Boring and Machining Center equipped with One (1) General Electric 2000T Control Unit, One (1) Model 8-AT-125, Horizontal Block, One (1) Model 8-AT-123, Horizontal Block, One (1) Model 2-AT-124 Adjuster, One Model 5-AT-126 and One (1) Poke Holder	1986 RM80	10265

...Includes all attachments and accessories now or hereafter attached thereto.

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

Lessor:  
General Electric Credit Corporation

Lessee:  
UNC Incorporated  
UNC Technical Products Division

By: Geri Miller

By: Ronald Mesner

Title: Area Credit Mgr

Title: VICE PRESIDENT

CI-306 (5-63)  
1199d(#3)

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-2

Identifying File No. CC2533

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. Name of Debtor UNC Incorporated, UNC Technical Products Division  
Address 175 Admiral Cochran Drive, Annapolis, MD 21401

2. Name of Secured Party General Electric Credit Corporation  
Address 2264 Silas Deane Highway, Rocky Hill, CT 06067

3. Assignee of Secured Party \_\_\_\_\_  
Address \_\_\_\_\_

RECORD FEE 12.00  
SEP 3 1986

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

4. Maturity date of obligation (if any) n/a

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

This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) new 1986 Hitachi Seiki 4 Axis Vertical Machining Center as more fully described in Schedule "A" attached hereto and made a part hereof. Includes all proceeds, replacements, and accretions attached thereto and any substitutions 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)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)  
UNC Incorporated,  
UNC Technical Products Division

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

RONALD L. MESSENHEIMER  
Type or Print Above Signature on Above Line

SECURED PARTY

(Name of Dealership)  
By Jeri Malter  
(Signature of Secured Party)

General Electric Credit Corporation  
Type or Print Above Name on Above Line

10-

SEP 3 1986

SCHEDULE 'A'

TO UCC-2 RE. GECC

This Schedule is to be attached to and become part of a UCC-2 Financing Statement dated 8-21, 1986, between the undersigned.

Quantity	Description of Equipment	Year & Model	Serial Number
One (1)	New Hitachi Seiki 4 Axis Vertical Machining Center equipped with Fanuc II Control Unit	1986 VA-85	VA85005

...Includes all attachments and accessories now or hereafter attached thereto.

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

Lessor:  
General Electric Credit Corporation

By: [Signature]  
Title: Area Credit Mgr

Lessee:  
UNC Incorporated  
UNC Technical Products Division

By: [Signature]  
Title: VICE PRESIDENT

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-2

Identifying File No. 502522

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. Name of Debtor UNC Incorporated, UNC Technical Products Division  
Address 175 Admiral Cochran Drive, Annapolis, MD 21401

2. Name of Secured Party General Electric Credit Corporation  
Address 2264 Silas Deane Highway, Rocky Hill, CT 06067

3. Assignee of Secured Party \_\_\_\_\_  
Address \_\_\_\_\_

RECORD FEE 12.00  
#22906 LT77 R01 109455  
SEP 3 86

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

4. Maturity date of obligation (if any) n/a

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

This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) used Gray CNC Vertical Machining Center as more fully described in Schedule "A" attached hereto and made a part hereof. Includes all proceeds, replacements, and accretions attached thereto and any substitutions 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)

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

(Signature of Debtor)  
UNC Incorporated  
UNC Technical Products Division  
Type or Print Above Signature on Above Line  
✓ Karald Messheimer  
(Signature of Debtor)  
RONALD L MESSEHEIMER  
Type or Print Above Signature on Above Line

SECURED PARTY  
(Name of Dealership)  
By Geri Maltse  
(Signature of Secured Party)  
General Electric Credit Corporation  
Type or Print Above Name on Above Line

12

1986 SEP -3 PM 11:12

SCHEDULE 'A'  
TO UCC-1 RE. GECC

BOOK 502 PAGE 183

This Schedule is to be attached to and become part of  
dated \_\_\_\_\_, 19\_\_\_\_, between the undersigned.

Quantity	Description of Equipment	Year & Model	Serial Number
One (1)	Gray CNC 42" Vertical Machining Center equipped with One (1) General Electric 1050T Contouring Control Unit, Chip Conveyor, Single Spindle with 16 Station Tool Changer, 42" Chuck with 50 Horsepower, 52" Swing, and Tool Changer Tooling.	1982 VFR-TC	10204

...Includes all attachments and accessories now or hereafter attached thereto.

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

Lessor:  
General Electric Credit Corporation

Lessee:  
UNC Incorporated  
UNC Technical Products Division

By: \_\_\_\_\_

By: *V. Randall Messinger*

Title: \_\_\_\_\_

Title: VICE PRESIDENT

CI-306 (5-63)  
1209d(#2)

Mailed to Secured Party

263540

FINANCING STATEMENT FORM UCC-2

Identifying File No. \_\_\_\_\_

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

If transaction or transactions wholly or partially subject to 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 8/21/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of Debtor UNC Technical Products Division of UNC Incorporated  
Address 175 Admiral Cochran Drive, Annapolis, MD 21401

2. Name of Secured Party General Electric Credit Corporation  
Address 2264 Silas Deane Highway, Rocky Hill, CT 06067

3. Assignee of Secured Party \_\_\_\_\_  
Address \_\_\_\_\_

RECORD FEE 12.00  
RECEIVED CT 177 RM 109175  
SEP 3 86

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

4. Maturity date of obligation (if any) na

5. This financing statement covers the following types (or items) of property: (list)  
This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201 (37) of the Uniform Commercial Code.  
One (1) Gray CNC 1982 42" Vertical Machining Center as more fully described in Schedule "A" attached hereto and made a part hereof. Includes all proceeds, replacements and accretions attached thereto and any substitutions 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)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CLEAR

1986 SEP -3 AM 11:12

(Signature of Debtor)  
UNC Technical Products Division of UNC Incorporated

Type or Print Above Signature on Above Line

Ronald Messenheimer  
(Signature of Debtor)

RONALD L. MESSENHEIMER  
Type or Print Above Signature on Above Line

SECURED PARTY

(Name of Dealership)

By John Mallett  
(Signature of Secured Party)

General Electric Credit Corporation  
Type or Print Above Name on Above Line

18

SCHEDULE 'A'  
TO UCC-1 RE. GECC

BOOK 502 PAGE 185

This Schedule is to be attached to and become part of  
dated 8/21, 19 80, between the undersigned.

Quantity	Description of Equipment	Year & Model	Serial Number
One (1)	Gray CNC 42" Vertical Machining Center equipped with One (1) General Electric 1050T Contouring Control Unit, Chip Conveyor, Single Spindle with 16 Station Tool Changer, 42" Chuck with 50 Horsepower, 52" Swing, and Tool Changer Tooling.	1982 VFR-TC	10204

...Includes all attachments and accessories now or hereafter attached thereto.

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

Lessor:  
General Electric Credit Corporation

Lessee:  
UNC Technical Products Division of  
UNC Incorporated

By: Aori Matles  
Title: Area Credit Mgr

By: Ronald L. Messenheimer  
by Fred M. ...  
Title: Vice President

CI-306 (5-63)  
1209d(#2)

Mailed to Secured Party

BOOK 502 PAGE 186  
263541

FINANCING STATEMENT FORM UCC-2

Identifying File No. \_\_\_\_\_

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

If transaction or transactions wholly or partially subject to 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. Name of Debtor UNC Technical Products Division of UNC Incorporated

Address 175 Admiral Cochran Drive, Annapolis, MD 21401

2. Name of Secured Party General Electric Credit Corporation

Address 2264 Silas Deane Highway, Rocky Hill, CT 06067

3. Assignee of Secured Party \_\_\_\_\_

Address \_\_\_\_\_

RECORD FEE 12.00  
422708 077 001 109:56  
SEP 3 86

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

4. Maturity date of obligation (if any) n/a

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

This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) new 1986 Hitachi Seiki 4 Axis Vertical Machining Center as more fully described in Schedule "A" attached hereto and made a part hereof. Includes all proceeds, replacements, and accretions attached thereto and any substitutions 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)

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



1986 SEP -3 AM 11:12  
E. MURPHY EDLISON  
CLERK

SECURED PARTY

(Signature of Debtor)  
UNC Technical Products Division of UNC Incorporated

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

RONALD L. MESSENHEIMER  
Type or Print Above Signature on Above Line

(Name of Dealership)  
By [Signature]  
(Signature of Secured Party)

General Electric Credit Corporation  
Type or Print Above Name on Above Line

12

SCHEDULE 'A'

TO UCC-2 RE. GECC

This Schedule is to be attached to and become part of a UCC-2 Financing Statement dated \_\_\_\_\_, 19\_\_\_\_, between the undersigned.

Quantity	Description of Equipment	Year & Model	Serial Number
One (1)	New Hitachi Seiki 4 Axis Vertical Machining Center equipped with Fanuc II Control Unit	1986 VA-85	VA85005

...Includes all attachments and accessories now or hereafter attached thereto.

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

Lessor:  
General Electric Credit Corporation

Lessee:  
UNC Technical Products Division of  
UNC Incorporated

By: *Spri M... ..*

By: *✓ Ronald Messner*

Title: *Area Credit Mgr*

Title: *✓ VICE PRESIDENT*

CI-306 (5-63)  
1199d(#1)

Mailed to Secured Party

502 PAGE 188  
263542

FINANCING STATEMENT FORM UCC-2

Identifying File No. \_\_\_\_\_

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

If transaction or transactions wholly or partially subject to 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 8-21-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of Debtor UNC Technical Products Division of UNC Incorporated  
Address 175 Admiral Cochran Drive, Annapolis, MD 21401

2. Name of Secured Party General Electric Credit Corporation  
Address 2264 Silas Deane Highway, Rocky Hill, CT 06067

3. Assignee of Secured Party \_\_\_\_\_  
Address \_\_\_\_\_

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

4. Maturity date of obligation (if any) n/a

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

This financing statement is being filed as a precaution only if, contrary to the intention of the above parties, the transaction relating to the equipment described herein is deemed to be other than a Lease under Section 1-201(37) of the Uniform Commercial Code. One (1) new 1986 Gray Ringmaster Numerical Control Vertical Boring and Machining Center as more fully described in Schedule "A" attached hereto and made a part hereof. Includes all proceeds, replacements, and accretions attached thereto and any substitutions 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)

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

SECURED PARTY

(Signature of Debtor)  
UNC Technical Products Division of UNC Incorporated  
Type or Print Above Signature on Above Line  
Ronald Messenheimer  
(Signature of Debtor)  
RONALD L. MESSENHEIMER  
Type or Print Above Signature on Above Line

(Name of Dealership)  
By Gen. Walter  
(Signature of Secured Party)  
General Electric Credit Corporation  
Type or Print Above Name on Above Line

RECORD FEE 12.00  
REC-109 077 R01 109:56  
SEP 3 86

1986 SEP 3 11:12

15

SCHEDULE 'A'

TO UCC-2 RE. GECC

This Schedule is to be attached to and become part of A UCC-2 Financing Statement dated \_\_\_\_\_, 19\_\_\_\_, between the undersigned.

Quantity	Description of Equipment	Year & Model	Serial Number
One (1)	Gray Ringmaster Numerical Control Vertical Boring and Machining Center equipped with One (1) General Electric 2000T Control Unit, One (1) Model 8-AT-125, Horizontal Block, One (1) Model 8-AT-123, Horizontal Block, One (1) Model 2-AT-124 Adjuster, One Model 5-AT-126 and One (1) Poke Holder	1986 RM80	10265

...Includes all attachments and accessories now or hereafter attached thereto.

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

Lessor:  
General Electric Credit Corporation

Lessee:  
UNC Technical Products Division of  
UNC Incorporated

By: *Geri Martin*

By:  *Randall Messner*

Title: *Area Credit Mgr*

Title:  *VICE PRESIDENT*

CI-306 (5-63)  
1199d(#3)

Mailed to Secured Party

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

Roll No. 384 Page No. 550  
Identification No. 217107 Dated 3/31/78

1. Debtor(s) { Nevamar Corporation  
Name or Names—Print or Type  
Route 170 Odenton, MD 21113  
Address—Street No., City - County State Zip Code

2. Secured Party { National City Bank  
Name or Names—Print or Type  
1900 East Ninth Street, Cleveland, OH 44114  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

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

RECEIVED FEB 10.00  
SEP 11 11 01 AM 1978  
EP 3 66

Dated: August 19, 1986 National City Bank  
Name of Secured Party  
Marybeth S. Frances, V.P.  
Signature of Secured Party  
Marybeth S. Frances, V.P.  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Please return to:  
Venable, Baetjer and Howard  
1800 Mercantile Bank & trust Bldg.  
2 Hopkins Plaza  
Baltimore, Maryland 21201  
Attn: F. Dudley Staples, Esq.

10

1986 SEP -3 AM 11:12 JF  
MAY 11 1986  
MAY 11 1986

BOOK 502 PAGE 191  
203513

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

If transaction or transactions wholly or partially subject to records-  
don tax indicate amount of taxable debt here. \$ 94,500.00

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

Recordation Tax paid to Anne Arundel Co. in the amount of \$661.50.

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

1. DEBTOR

Name Hollerbach & Andrews Equipment Co., Inc.

Address 8414 Washington Blvd. Jessup, MD 20794

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

*[Handwritten signature]*

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

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

RECORD FEE 17.00  
RECORD TAX 661.50  
TOTAL FEE 678.50  
SEP 3 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)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hollerbach & Andrews Equipment Co., Inc.

T.R. Hollerbach PRES.  
(Signature of Debtor)

T. R. HOLLERBACH  
Type or Print Above Name on Above Line

T.E. Hollerbach Pres  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Handwritten Signature]  
(Signature of Secured Party)

Larry F. Kimmel Asst V.P.  
Type or Print Above Signature on Above Line



1986 SEP -3 AM 11:13

REC'D BY LISA LUSON

17-  
661.50  
50.

**CREDIT ALLIANCE CORPORATION**770 LEXINGTON AVENUE  
NEW YORK, NEW YORK 10021

BOOK 502 PAGE 102

**—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS**THIS MORTGAGE made the 20th day of August, 1986 by and between**Hollerbach & Andrews Equipment Co., Inc., having its principal place of business at  
8414 Washington Blvd. Jessup, MD 20794**"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 personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

Hollerbach & Andrews Equipment Co., Inc. (Seal)

By: T.R. Hollerbach PRES. (Title)

Secretary

STATE OF
COUNTY OF

SS

T. R. Hollerbach being duly sworn, deposes and says

President

Hollerbach & Andrews Equipment Co., Inc.

1. He is the (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 (hereinafter called "Mortgagee") in the

3. Mortgagor is solvent and justly indebted to 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

T.R. Hollerbach

NOTARY PUBLIC

STATE OF COUNTY OF SS

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

(For Individual)

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

(For Partnership)

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

(For Corporation)

to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the

Hollerbach & Andrews Equipment Co., Inc.

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

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

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

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 20, 19 86 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Swing Concrete Pump mounted on a 1980 GMC Brigadeer	1980 EPL80/KVM 28/24 <i>tbl</i>	17020566 T49CIAV614294
One (1)	Swing Diesel Power Pack with Deutz engine on cross frame with castors		
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

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

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Hollerbach & Andrews Equipment Co., Inc.

By: *T.R. Hollerbach* PRES.

Mailed to Secured Party



STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

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

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code, Anne Arundel  
File Number of original Financing Statement  
Date of Filing 3/11/85 Record Reference 255846 Liber 483 Pg. 208  
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
PETE'S CYCLE COMPANY, INC.		800 Ritchie Highway	Severna Park, MD	21146

Name of Secured Party or assignee	No.	Street	City	State	RECORD FEE
ITT COMMERCIAL FINANCE CORP.	P.O. Box 8408		Cherry Hill, NJ	08002	10.00
					POSTAGE .50
					7/27/85 11:04:14
					SEP 3 1986

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 - Amendment

RETURN TO:

To amend Debtor's name to read: PETE'S CYCLE CO., INC.

Debtor(s) or assignor(s)

Pete's Cycle Co., Inc. ITT COMMERCIAL FINANCE CORP. (Seal)  
(Corporate, Trade or Firm Name)

Walter Leach  
Signature of Secured Party or Assignee

Walter Leach - Pres.  
(Type or print name under signature) (Owner, Partner or Officer and Title)  
(Signatures must be in ink)

1030

Mailed to Secured Party

1986 SEP -3 AM 11:14 JF  
FLORENCE COLLISON



EXHIBIT "A" (SCHEDULE OF EQUIPMENT)

BOOK 502 PAGE 197

Page 10 of 11

Forming a part of documents related to equipment lease agreement number 1709.01

Between MR. GOODBUYS CORPORATION  
Lessee and PROVIDENT NATIONAL LEASING CORPORATION

Quantity Manufacturer Description

LOCATION

5724 Governor Ritchie Highway  
Brooklyn Park, MD 21225

QUANTITY	TYPE	MODEL	DESCRIPTION	SERIAL NUMBERS
3	3180	210	Display Stations	AC519, AE575, AE58
2	5210	BL	Barcode Printers	4281550521, 4281550714
2	5220	MP	Store Printers	12891, 12892

Mailed to Secured Party

INITIAL

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 502 PAGE 178  
Identifying File No. 203511

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

If transaction or transactions wholly or partially subject to 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 HANDEX CORP.  
Address 360 Morgan Road, Odenton, Maryland

RECORD FEE 11.00  
POSTAGE 50  
122234 0345 ML 110:19  
SEP 3 86

2. SECURED PARTY

Name Society National Bank  
Address 800 Superior Avenue, Cleveland, Ohio 44114

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

All accounts receivable, inventory and equipment more particularly described in Exhibit A attached hereto and made a part hereof.

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

HANDEX CORP.  
Curtis Lee Smith, Chairman  
(Signature of Debtor)

CURTIS LEE SMITH, CHM.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SOCIETY NATIONAL BANK

[Signature]  
(Signature of Secured Party)

J. L. ROONEY V.P.  
Type or Print Above Signature on Above Line

CR  
CLERK

1986 SEP -3 04:11:14

11-50

NCS

Collateral shall consist of all of the following property:

- (a) All Receivables, Inventory, Equipment, and Cash Security;
- (b) All products into which any Inventory has been manufactured, processed, or assembled;
- (c) All accessions to any Inventory or Equipment; and
- (d) All Proceeds of (a), (b), and (c) above.

As used in this Exhibit A:

- (a) "Account", "Chattel Paper", "Deposit Account", "Document", "General Intangible", "Goods", "Instrument", and "Proceeds" shall be defined as set forth in Article 9 of the UCC;
- (b) "Cash Security" means any present or future (1) money in the possession of Secured Party in which Debtor has or may have any right, title, or interest, (2) Deposit Account maintained with Secured Party in which Debtor has or may have any right, title, or interest, or (3) Instrument or General Intangible issued or assumed by Secured Party in which Debtor has or may have any right, title, or interest;
- (c) "Equipment" means any present or future Goods constituting "equipment" under Article 9 of the UCC in which Debtor has or may have any right, title, or interest. Equipment includes, without limitation, all present and future Goods (whether machinery, trade fixtures, or otherwise) accounted for under generally accepted principles of good accounting practice as fixed assets, other than real estate, in which Debtor has or may have any right, title, or interest;
- (d) "Inventory" means any present or future Goods constituting "inventory" under Article 9 of the UCC in which Debtor has or may have any right, title, or interest (whether raw materials, work in process, materials used or consumed in the ordinary course of business, held for sale or lease in the ordinary course of business, furnished or to be furnished under contracts of service, or otherwise);
- (e) "Receivable" means any present or future Account, Chattel Paper, Document, General Intangible, or Instrument in which Debtor has or may have any right, title, or interest; and
- (f) "UCC" means the Ohio Uniform Commercial Code, as amended. Any reference to any provision of the UCC shall be deemed to incorporate such provision as if fully set forth in this Exhibit A.

Mailed to Secured Party

263515

MARYLAND FINANCING STATEMENT

BOOK 502 PAGE 200

(xx) Not Subject to Recordation Tax (C/S/C)

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

1. LESSEE Chesapeake Hydroponics, Inc. (Name or Names)  
210 Najoles Road Millersville, Maryland 21108 (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 Superior Service Corporation (Name or Names)  
2001 E. Joppa Rd., Baltimore, Maryland 21234 (Address)

RECORD FEE 11.00  
 FORTIFICE .50  
 SEP 3 1986  
 110-20

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

- 1 - Manitowoc Model EY0204A Ice Maker & C-170 Bin

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

CR  
 CLERK

LESSEE  
Chesapeake Hydroponics, Inc.  
 By: Alan Philip (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 (Title)  
 (Type or print name of person signing)

Return to: Superior Service Corporation  
 2001 E. Joppa Rd.  
 Baltimore, Maryland 21234

Mailed to Secured Party

1150

*(Handwritten mark)*

1980 SEP -3 09:11:14  
 COLLISION

BOOK 502 PAGE 201

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263516

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 8/18/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Preston Stewart  
Address Box 50 Helle Rd, Severna Park, md 21146

2. SECURED PARTY

Name John Deere Company  
Address PO Box 4949, Syracuse, NY 13221  
RECEIVED BY 11.00  
POSTAGE .50  
SEP 3 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)

1-2 10 model 330 tractor w/ 46" mower S/N 363509

CHECK  THE LINES WHICH APPLY

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

Preston Stewart  
(Signature of Debtor)  
Preston Stewart

Type or Print Above Name on Above Line  
PRESTON STEWART  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Ronald T. Williams  
(Signature of Secured Party)  
Ronald T. Williams, Administrator  
Type or Print Above Signature on Above Line

Mailed to Secured Party

263547

BOOK 502 PAGE 202

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 LAWN & GARDEN  
EQUIPMENT, INC.  
141 Defense Hwy.  
Annapolis, MD 21401

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

SIMPLICITY MANUFACTURING, INC.  
500 N. Spring Street  
Port Washington, WI 53074

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

RECORD FEE 11.00  
#22738 CTT ON 110:22  
SEP 3 06

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

inventory now owned or hereafter acquired consisting  
of various types of power equipment together with  
parts and attachments relating thereto which have  
been supplied by the secured party.

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:

ANNAPOLIS LAWN & GARDEN EQ. T., INC

By: David R Goodwin  
Signature(s) of Debtor(s)

By: Merlin J Mueller  
Signature(s) of Secured Party (List)  
Merlin J Mueller - Credit Manager

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

(1) The following person is hereby designated to whom the  
filing officer may deliver or mail this financing statement  
after it has been recorded: Merlin J. Mueller, Credit Manager,  
Simplicity Manufacturing, Inc., Port Washington, Wisconsin, and  
(2) The underlying secured transaction being publicized by  
this financing statement is not subject to the recordation tax  
imposed by Article 81, Section 277 and 278, annotated Code of  
Maryland, 1962, suppl., as amended.

Mailed to Secured Party

11-

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263518

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

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

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

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

1. DEBTOR

Name Newcomb, George E. T/A George E. Newcomb & Son

Address 283 Pinewood Road Millersville, MD 21108

2. SECURED PARTY

Name The Milton James Company

Address 505 S. Kenwood Avenue 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

RECORD FEE 19.00  
FILING 50  
11:05 AM 110123  
SEP 3 88

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

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

(If collateral is goods which are or are to become fixtures) The above 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 E. Newcomb T/A George E. Newcomb & Son

George E. Newcomb  
(Signature of Debtor)

George E. Newcomb Pres  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

The Milton James Company

Brian N. Bankard Pres.  
(Signature of Secured Party)

Brian N. Bankard Pres.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

1906 SEP -3 11:11  
MILLERSVILLE

## 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 August 16, 1986,

between The Milton James Company, as Seller/Lessor/Mortgagee

and George E. Newcomb T/A George E. Newcomb & Son 283 Pinewood Road Millersville, MD 21108

(Name) (Address)  
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (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 \$ 32,123.88

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 18th day of August, 19 86

The Milton James Company (SEAL)

(Seller/Lessor/Mortgagee)

By

Bruce M. Bambard Pres.

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

CONDITIONAL SALE CONTRACT NOTE

TO: The Milton James Company ("Seller") FROM: George E. Newcomb & Son ("Buyer")  
8411 Pulaski Highway Baltimore, MD 21237 283 Pinewood Road Millersville, MD 21108  
(Address of Seller) (Address of Buyer)

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

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks):  
See Schedule "A" attached hereto and made a part hereof for description of equipment.  
\*except that there shall be no payments made during the months of January, February and March of the years 1987, 1988, 1989 and 1990.

(1) TIME SALES PRICE ..... \$ 34,908.88  
(2) Less DOWN PAYMENT IN CASH ..... \$ 2,785.00  
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-  
(4) CONTRACT PRICE (Time Balance) ..... \$ 32,123.88  
The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 283 Pinewood Road Millersville, MD 21108  
Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty two thousand one hundred twenty three and 88/100\*\*\*\*\* Dollars (\$ 32,123.88)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 ~~months~~ monthly installments, commencing on the 19th day of September, 19 86, and continuing on the same date each month thereafter until paid; \*the first 35 installments each being in the amount of \$ 892.33 and the final installment being in the amount of \$ 892.33

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: August 18, 19 86

BUYER(S)-MAKERS(S):  
George E. Newcomb T/A  
George E. Newcomb & Son (SEAL)  
(Print Name of Buyer-Maker Here)

Accepted The Milton James Company (SEAL)  
(Print Name of Seller Here)

By: Brian N. Bamber Pres.  
(Witness as to Buyer's and Co-Maker's Signature)

By: George E. Newcomb  
Co-Buyer-Maker (SEAL)  
(Print Name of Co-Buyer-Maker Here)

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

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any 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\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 18, 19 86 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	John Deere Crawler Loader	1978	450C	294730
	Without limiting any of ther terms and conditions of the above-mentioned Conditional Sale Contract Noted, Buyer grants to Holder a Security Interest in goods inventory and equipment including but not limited to the following:			
One (1)	Used John Deere Backhoe attachment		9300	51368

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

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

The Milton James Company

George E. Newcomb T/A George E. Newcomb & Son

By: Brian N. Barbant Pres.

By: George E. Newcomb

Mailed to Secured Party



STATE OF MARYLAND

BOOK 502 PAGE 205

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257136

RECORDED IN LIBER 486 FOLIO 304 ON June 20, 1985 (DATE)

1. DEBTOR

Name Arundel Crane Service Corporation  
Address 115 Wellham Avenue, N.E., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Credit Alliance Corporation  
Address P. O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above: **FEE 10.00**

3. Maturity date of obligation (if any)

**POSTAGE .50**  
**SEP 3 1986**

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <b>AMENDMENT</b></p>
<p>To delete One (1) 1981 Morgan Conveyor, S/N 5874 To add One (1) Koehring Sky Track 430 Forklift, S/N 274030209</p>	

Arundel Crane Service Corporation

BY: *Ray P. Louforn Sec*

Credit Alliance Corporation

Dated *Aug 21, 1986*

(Signature of Secured Party)

*Larry F. Kimmel* *Asst V.P.*  
Type or Print Above Name on Above Line

Mailed to Secured Party

263519

BOOK 502 PAGE 209

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) Cheston, John Hauswald, Nancy C. P.O. Box 3072 Annapolis, MD 21403	2. Secured Party(ies) and address(es) Salem 5c Savings Bank 210 Essex Street Salem, MA 01970	3. For Filing Officer (Date, Time, Number, and Filing Office)
7. This financing statement covers the following types (or items) of property:  1962 Bottini Build, Sparkman & Stephens Design 40ft. "Finesterre" Type Aux. Yawl Hull #H34918  1982 Perkins 4-108 Diesel engine #ED22432U5436659F  and all associated equipment		
Whichever is Applicable (See Instruction Number 9)	XX <i>Carl C. Hauswald, Jr.</i> XX <i>John Cheston</i> Signature(s) of Debtor (Or Assignor)	<input type="checkbox"/> Products of Collateral are also covered. SALEM FIVE CENTS SAVINGS BANK <i>[Signature]</i> Signature(s) of Secured Party (Or Assignee)

RECORD FEE 12.00  
 POSTAGE 50  
 122943 0345 RM 110:25  
 SEP 3 1986

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

125.

Mailed to Secured Party

FINANCING STATEMENT

1. Debtor(s): NARON ASSOCIATES, INC.  
717-1/2 HAMMONDS FERRY ROAD, LINTHICUM HEIGHTS, MARYLAND 21090  
CHARLES E. NARON  
3305 GREENVALE ROAD, BALTIMORE, MARYLAND 21208

2. Secured Party NARON Ag REFINING CO., INC.  
SUITE 400 - 114 E. LEXINGTON STREET  
BALTIMORE, MARYLAND 21202

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

All personal property constructed, erected, installed or placed in or upon the premises occupied by the Debtor Corporation at 717-1/2 Hammonds Ferry Road, and any and all fixtures, fittings, appliances, apparatus, equipment, machinery, chattels and articles of personal property and any replacements thereto together with all raw material, goods in process and finished material located in, on or about the premises and owned by the Debtor Corporation together with all fittings, appliances, apparatus, equipment and machinery on loan or lease to the customers with whom the Debtor Corporation does business and all accounts receivable, debts, chose and action which may be due or become due to the Corporate Debtor and all of the issued and outstanding stock of the Corporate Debtor.

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

717-1/2 Hammonds Ferry Road, Linthicum Heights, Maryland 21090.

RECORDED RE 12.00  
POSTAGE .50  
SEP 7 1966 11:29  
SEP 3 1966

5. Proceeds of collateral are covered.

DEBTOR(S):  
NARON ASSOCIATES, INC.

SECURED PARTY:  
NARON Ag REFINING CO., INC.

BY: Charles Naron  
CHARLES NARON, PRESIDENT

BY: Daniel Wagner  
DANIEL WAGNER, VICE-PRESIDENT

Charles Naron  
CHARLES NARON

BY: \_\_\_\_\_

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

Mail to \_\_\_\_\_



SEP 7 1966 11:15

1250

STATE OF MARYLAND  
Anne Arundel County Clerk  
FINANCING STATEMENT FORM UCC-1

BOOK 502 PAGE 211  
Identifying File No. 203551

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

If transaction or transactions wholly or partially subject to 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 Gearhart's Home Improvements, Inc.  
Address 821 Duval Highway, Pasadena, MD 21122

2. SECURED PARTY

Name Ingersoll-Rand Company  
Address 5681 Main Street, 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 s/n 1039R 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

RECORD FEE 11.00  
1986 SEP 3 11:30  
SEP 3 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)

SEE ATTACHED FOR SIGNATURE  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SEE ATTACHED FOR SIGNATURE  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1850



1986 SEP - 3 11:15

ANNE ARUNDEL COUNTY CLERK

STATE OF MARYLAND

003/MD

FINANCING STATEMENT FORM UC-1

Identifying File No. 502 PAGE 212

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 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 THE LINES WHICH APPLY

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

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

RECORDED ON MAY 19, 1986 AT 11 38 AM IN THE FINANCING RECORDS OF THE MD. ST. DEPARTMENT OF ASSESSMENTS AND TAXATION ID # 61398386 RECEIPT # 220B2000036 SEE BOTTOM OF PAGE FOR LIBER & FOLIO RECORDING FEE 11.00 RECORDATION TAX

\* THIS SERVES AS YOUR RECEIPT \*

(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

61398386

Mailed to Assignee

2814 2143

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

\_\_\_\_\_  
 Grace A. Altmann  
 (Name)  
 325 Hospital Dr., Suite 101  
 (Address)  
 Glen Burnie, Maryland 21061

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND

Attn: Gail Zickafoose  
 (Name of Loan Officer)  
 P.O. Box 1596  
 (Address)  
 Baltimore, MD 21203

11-00  
 .50  
 T10431

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: \_\_\_\_\_

SEP 3 1966

- 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)

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_  
 (Seal)  
 Grace A. Altmann  
 (Signature)  
 Grace A. Altmann  
 (Print or Type Name)

\_\_\_\_\_  
 (Seal)  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

1150

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 7/26/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Antho[n] C. Johnson and Frances E. Johnson  
Address 316 Runners Road Great Falls, VA 22066

2. SECURED PARTY

Name First Commercial Corporation  
Address 303 Second Street  
Annapolis, MD  
Person And Address To Whom Statement Is To Be Returned 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 Chris Craft 380 Commander 38' HULL# UNFCA157H586  
1986 Mercruiser engines T340 ID# A465558 A465646

RECORD FEE 12.00  
POSTAGE .50  
RECEIVED CITY OF 110137  
SEP 1 8/86

ASSIGNEE: Society for Savings  
1290 Silas Deane Highway  
Wethersfield, CT 06109  
Anchorage 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)



[Signature]  
(Signature of Debtor)  
Antho[n] C. Johnson  
Type or Print Above Name on Above Line  
Frances E. Johnson  
(Signature of Debtor)  
Frances E. Johnson  
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

1870

Mailed to \_\_\_\_\_

Anne Anusdel  
8/21/86

1986 SEP -3 AM 11:15

E. ANTHON & COLLESON  
CLERK

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

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

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
Abel J. Merrill, P.A.	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn: _____
116D Cathedral Street	(Name of Loan Officer)
(Address)	P.O. Box 1596
Annapolis, Maryland 21401	(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.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
Abel J. Merrill, P.A. (Seal)	(Seal)
By: ✓ <i>Abel J. Merrill</i> (Seal)	(Seal)
(Signature)	(Signature)
Abel J. Merrill, President	(Print or Type Name)
(Print or Type Name)	(Print or Type Name)

RECORD FEE 11.00  
 FILING FEE .50  
 TOTAL FEE 11.50  
 SEP 3 1966  
 CR. CLERK

1150.

Mailed to Secured Party

Debtor or Assignor Form

Dealer Contract  
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

John Wesley Jackson

5987 Brookwood Road  
Lothian, Maryland 20711

SECURED PARTY (OR ASSIGNEE)

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

RECORDED RE 11.00  
FEE .50  
SEP 10 11:11 AM '86

Attach separate list if necessary

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

- (1) Case 1835B Uni-Loader  
Serial #17167173

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)

*John Wesley Jackson*

John Wesley Jackson

THE FIRST NATIONAL BANK OF MARYLAND

BY *J. Wayne Welsh*  
J. Wayne Welsh

FNB 0850

Type or print names under signatures

115

CR CLERK  
Mailed to Secured Party

1986 SEP 3 AM 11:15

263556

**FINANCING STATEMENT**

Identifying File No. \_\_\_\_\_

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

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

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

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

**1. DEBTOR**

Name Leroy Richards & Sons Excav.  
 Address 48 Rio Vista, Lothian, Maryland 20711

**2. SECURED PARTY**

Name John Deere Industrial Equipment Company  
 Address 400 - 19th Street, Moline, Illinois 61265

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

3. Maturity date of obligation (if any) \_\_\_\_\_

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

Make or Manufacturer	Description	Identification Number	Motor Number	Model
John Deere	Crawler	TO450EC-	4276D-	450E
	Dozer	720886	128609	

RECORD FEE 11.00  
 Year 27700 0345 R01 T10740  
 SEP 3 1976

**CHECK  THE LINES WHICH APPLY**

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

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

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

Leroy Richards & Sons Excav.

John Deere Industrial Equipment Company

Herbert Leroy Richards  
 (Signature of Debtor)

\_\_\_\_\_  
 (Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Name on Above Line

Mailed to Secured Party

1976 SEP -3 AM 11:15  
 J. J. TULLISON

A14534

anne arundel

BOOK 502 PAGE 218 263557

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 8/20/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Affiliated Contractors, Inc.
Address 809C Barkwood Ct., Linthicum, MD 21090

2. SECURED PARTY

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

RECORDED FEE 11.00
FILING FEE .50
TOTAL FEE 11.50
SEP 3 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)

- 1 (one) used Ditch Witch trencher model V-30 S/N 330613 661000087
1 (one) Hudson Bros. trailer model HSE-14 S/N 10HHSE14161000769

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.

CR 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)

Ernest A. Homens, President
(Signature of Debtor)

ERNEST A. HOMENS, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

American Equipment Leasing Co. Inc.

Mary Ellen Monahan, Mktg. Asst.
(Signature of Secured Party)

Mary Ellen Monahan, Mktg. Asst.
Type or Print Above Signature on Above Line

Mailed to Secured Party

1150

263558

BOOK 502 PAGE 210

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.
<p>*****        (Last Name First) and address(es)        LESSEE        FORM SERVICES, INC.        717 WEDEMAN AVENUE        LINTHICUM HEIGHTS, MD. 21090</p>	<p>*****        (Last Name First) and address(es)        LESSOR        WRIGHT LINE, INC.        160 GOLD STAR BLVD.        WORCESTER, MA. 01606</p>	<p>3. For Filing Officer (Date, Time, Number, and Filing Office)          RECORD FEE 11.00        POSTAGE .50        #22769 C345 R01 110:44        SEP 3 1985</p>
7. This financing statement covers the following types (or items) of property:		
<p>(1) 4555-22 DATABANK SAFE (Serial # T081109 ) A6078        With interior components:        1-4815-70 Wire Rack</p>		
<p>"NO DOCUMENTARY TAX STAMPS REQUIRED"</p>		
<p>See Schedule "A" Attached</p>		
<p><input type="checkbox"/> Products of Collateral are also covered.</p>		
<p>CITY        Whichever is        Applicable        (See Instruction        Number 9)</p>	<p>FORM SERVICES, INC.        ✓ <i>Louis E. Boldt</i>        Signature(s) of Debtor or Assignor</p>	<p>WRIGHT LINE, INC.  <i>Clark Henebry - Controller</i>        Signature(s) of Secured Party or Assignor</p>
<p>Filing Officer Copy - Alphabetical        STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1 Rev. Jan. 1980</p>		<p>LOUIS BOLDT LESSEE &amp; TITLE PRES.        CLARK HENEBRY LESSOR CONTROLLER        Forms may be purchased from Hobbs &amp; Warren, Inc., Boston, Mass. 02101</p>

Mailed to Secured Party

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.

1150

Mailed to Secured Party

FINANCING STATEMENT

263559

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

1. DEBTOR(S) and Address(es)  Delmarva Engineering Associates, Ltd. P. O. Box 690 Severna Park, Maryland 21146	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: <i>Cezar T. Trifu</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.

1974 Beechcraft 95B55 Barron Prop Twin Engine Airplane  
Aircraft serial #1790, U.S. Registration #N8769R.

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:

Delmarva Engineering Associates, By: \_\_\_\_\_ Ltd.  
(Type Name)

\* By: *[Signature]*  
By: \_\_\_\_\_

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: *Deborah O. Kasper*

Deborah O. Kasper, AVP  
(Type Name)

By: *July 30* 19 *86*  
(Date Signed by Debtor)

CR CLERK

SEP 3 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.

1150

Mailed to Secured Party

263560

BOOK 502 PAGE 221

**FINANCING STATEMENT**

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

3 Maturity Date (if any):

1 Debtor(s) (Last Name First) and address(es): Kyriacou, Zaharia J. 35 West St. Annapolis, MD 21401	2 Secured Party(ies) and address(es): Stanley Bostitch - Auto Soler 5101 Fulton Ind. Blvd. Atlanta, GA 30336	For Filing Officer (Date, Time, Number, and Filing Office):  RECORD FEE 11.00 #22973 CMI R01 T10446 SEP 3 86
--	---	--

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

Not Subject to Recordation Tax -  
Conditional Sales Contract

Indebtedness Amount, \$3503.76  
Anne Arundel County of Debtor's  
Residence.

'All goods wherever located, in which the Debtor now or hereafter has rights and which are produced or distributed by Stanley-Bostitch, including but not limited to, all "Auto-Soler" branch equipment and all shoe repair equipment such as finishers, nailers, stitchers, presses, boot jacks, shoe repair systems, parts and accessories therefore; and Proceeds of all the foregoing.'

Acct. #KY5002  
Anne Arundel County

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

Filed with:

This instrument prepared by  
Zaharia J. Kyriacou Stanley Bostitch - Auto Soler

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

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Filing Officer Copy - Alphabetical

Mailed to Secured Party  
CR CLERK  
1986 SEP -3 AM 11:11

220 38 2750 ANNE ARUNDEL 8/12 A

263561

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated \_\_\_\_\_ is presented to a filing office for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name S BRADLEY SIMMONS dba Golden Valley Farm  
Address 5672 Nutwell Sudley Road, Deale MD 20751

RECORD FEE 12.00  
STAMP #2296 CITT R01 T10:49  
SEP 3 86

2. SECURED PARTY

Name John Deere Co.  
Address ~~XXXX~~ Court Street & Deere Road POB 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)

New John Deere 900HC Utility Tractor  
w/canopy, roll guard, & bar tires  
S/N 001306

John Deere No. 8 Mid mount cultivator  
S/N 000502

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Golden Valley Farm  
(Signature of Debtor)

Golden Valley Farm  
Type or Print Above Name on Above Line

S. Bradley Simmons  
(Signature of Debtor)

S. Bradley Simmons  
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

12/30

Mailed to Secured Party

1986 SEP -3 AM 11:16  
CR CLERK

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC BOOK 502 PAGE 285  
Pending File No. 263562

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

If transaction or transactions wholly or partially subject to 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 Mc Crone, Inc.  
Address 20 Ridgely Avenue Annapolis, MD 21404

RECORD FEE 11.00  
POSTAGE 1.50  
SEP 10 1986

2. SECURED PARTY

Name Great Northern Funding Corp.  
Address 11500 Rockfield Court Cincinnati, Ohio 45241

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

- 2) 200-1C5H Coffee Machines s/n# 604149 & 604141
- 1) Combo Can Drink Machine s/n# 335982
- 1) Refb RR-MS (15 Selection) Snack Machine s/n# 1539
- 1) Bill Changer s/n# E-15244
- 1) CSV-6 with microwave s/n# 6-1159 & 3324

Name and address of Assignee

TRUE LEASE 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)

Charles P. Haas  
(Signature of Debtor)

Charles Haas - Corporate Secretary - Mc Crone, Inc.  
Type or Print Above Name on Above Line

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

Wayne D. Johnson  
(Signature of Secured Party)

Wayne D. Johnson - V.P. - Great Northern Funding Corp.  
Type or Print Above Signature on Above Line

CR  
CLERK

SEP 10 1986

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 Sterin & Associates, Inc.  
Address 1623 Forest Drive, Suite 302, Annapolis, Maryland 21403

2. SECURED PARTY

Name Trans-American Leasing Corporation  
Address 407 Crain Highway, Suite 200B  
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)

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 11.00  
FEE 1.50  
1986 SEP 3 11:48

CR  
CLERK

SEP 3 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)

STERIN & ASSOCIATES, INC.

X Louisa C. Woodard  
(Signature of Debtor)

J. Charles Sterin, Ph.D.  
Type or Print Above Signature on Above Line  
Louisa Woodard - Secretary/Treasurer  
(Signature of Debtor)

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

Bruce J. Winter  
(Signature of Secured Party)

Bruce J. Winter - Regional Sales Manager  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

1150

STERIN & ASSOCIATES, INC.  
SCHEDULE 01(R)

EQUIPMENT LIST

BOOK 502 PAGE 225

<u>QUANTITY</u>	<u>DESCRIPTION</u>
3	JVC CR-85QU 3/4" Editing Recorder/Player
1	Paltex ES1D3 Edit-Star 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
1	Kaypro PC with Dual Floppy Disks, 768K
1	Kaypro PC with 20 Mega byte Memory, 768K
1	Silver Reed 500 Printer

All machinery, equipment, accounts receivable, and inventories, now owned or hereafter acquired, including proceeds and products thereof.

~~TRANS-AMERICAN LEASING CORPORATION~~

BY: [Signature]

TITLE: \_\_\_\_\_

STERIN & ASSOCIATES, INC.

BY: x Louise C. Woodard

TITLE: x Sec/Treas.

Mailed to Secured Party

7/19/86  
WPC: 199

BOOK 502 PAGE 220

263564

To Be Recorded In FINANCING  
STATEMENT RECORDS  
ANNE ARUNDEL COUNTY, MARYLAND

Not Subject to  
Recordation Tax

The appropriate amount of documentary stamps are affixed to a certain Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same indebtedness.

SEP-3 PM 12:00  
COLLISON



FINANCING STATEMENT

This Financing Statement dated August 15, 1986, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

- 1. Debtor: Address:  
 Airport Square X Company, c/o Dickinson-Heffner, Inc.  
 a Maryland general Box 8691  
 partnership BWI Airport  
Baltimore, Maryland 21240
- 2. Secured Party:  
 Aetna Life Insurance CityPlace  
 Company Hartford, Connecticut 06156

RECORD FEE 18.00  
POSTAGE 1.50  
#35475 0055 R02 T11:56  
SEP 3 86

- 3. This Financing Statement Covers:
  - (a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or pay-

1800  
5

ments of a similar nature, from the hereinafter described real property.

(b) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or hereafter acquired, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(c) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with

respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

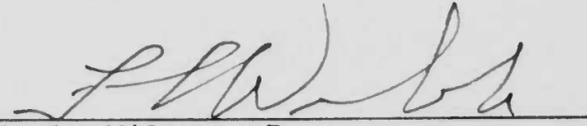
4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under a Deed of Trust and Security Agreement of even date herewith given by Debtor to David E. Belcher and Donald L. Bradfield, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing indebtedness owned by Debtor to Aetna Life Insurance Company.

6. The real estate consists of a certain 5.145 ± acre parcel of land and the improvements thereon located in Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto.

Debtor:

AIRPORT SQUARE X COMPANY

By: 

F. L. Wilson, Jr.  
General Partner

To The Filing Officer: After this statement has been recorded, please mail the same to Donald L. Bradfield, Esquire, Semmes, Bowen & Semmes, 10 Light Street, Baltimore, Maryland 21202.

EXHIBIT A

BOOK 502 PAGE 229

BEGINNING FOR THE SAME at a point on the south side of Elkridge Landing Road, said point being located North 62 degrees 03 minutes 00 seconds East 55.96 feet from the point designated "53" on the Plat entitled "Lots 8, 9 and 10, Resubdivision Plat of Lot 2, AIRPORT SQUARE ADDITION", said Plat being recorded among the Land Records of Anne Arundel County as Plat 4816 in Plat Book 92, page 41, running thence and binding on the south side of Elkridge Landing Road three courses: (1) North 62 degrees 03 minutes 00 seconds East 58.92 feet (2) North-easterly by a curve to the right with a radius of 345.00 feet for a distance of 272.75 feet, the chord of said arc being North 84 degrees 41 minutes 54 seconds East 265.70 feet, and (3) South 72 degrees 39 minutes 12 seconds East 68.00 feet, thence binding on the outline of Lot 10 as shown on said plat, six courses: (4) South 17 degrees 20 minutes 48 seconds West 233.40 feet, (5) South 75 degrees 30 minutes 19 seconds East 65.26 feet, (6) South 18 degrees 11 minutes 25 seconds West 295.33 feet, (7) North 87 degrees 51 minutes 50 seconds West 260.58 feet, (8) North 66 degrees 08 minutes 10 seconds West 229.99 feet, and (9) North 26 degrees 00 minutes 00 seconds East 428.40 feet to the place of beginning. Containing 5.145 acres of land, more or less.

Mailed to Secured Party

THE INSTRUMENTAL TITLE CO.  
1000 BROADWAY, NEW YORK, N.Y. 10010  
RECORDED IN THE DISTRICT OF COLUMBIA, D.C. 20004

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. 259010

RECORDED IN LIBER 491 FOLIO 142 ON 11/1/85 (DATE)

1. DEBTOR

Name Specialty Building Products, Inc.

Address 6792 Mid Cities Avenue, Betsville, Maryland 20705

2. SECURED PARTY

Name Manufacturers Hanover Trust Company, as Agent

Address 270 Park Avenue, New York, New York 10017

REGISTRATION FEE 10.00

POSTAGE .50

825026 DTT 801 108434

SEP 4 86

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 property

Marine Midland Bank, N.A., as Agent  
140 Broadway  
New York, New York 10015

Filed with the Clerk of the Circuit Court of  
Anne Arundel County



Dated 8/24/86

*Richard D Conway*  
(Signature of Secured Party)

MANUFACTURERS HANOVER TRUST COMPANY, AS AGENT  
Type or Print Above Name on Above Line

1080.

1986 SEP -4 AM 9:55  
RECORDED & INDEXED  
LILSON

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. 252970

RECORDED IN LIBER 475 FOLIO 440 ON 7/31/84 (DATE)

1. DEBTOR

Name Nevamar Corporation

Address 8339 Telegraph Road, Odenton, Maryland 21113

2. SECURED PARTY

Name Manufacturers Hanover Trust Company, as Agent

Address 270 Park Avenue, New York, New York 10017

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

RECORDED  
10.00  
FILED  
SEP 4 1984

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: <u>All collateral</u></p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Marine Midland Bank, N.A., as Agent 140 Broadway New York, New York 10015</p>		
<p>To be filed with Anne Arundel Clerk of Circuit Court</p>		

10/50



1980 SEP -4 AM 9:55  
E. HUGHES LISON

Dated \_\_\_\_\_

Alexander Bonney Jr  
(Signature of Secured Party)  
MANUFACTURERS HANOVER TRUST COMPANY,  
AS AGENT  
Type or Print Above Name on Above Line

BOOK 502 PAGE 232

202016

UCC-1 FINANCING STATEMENT

THIS FINANCING STATEMENT IS PRESENTED TO THE FILING OFFICER NAMED BELOW FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

Firemen's Insurance Company of Newark, New Jersey

1. Debtor(s) (Last Name First) and residential address(es): (Please Print)

Cook, Robert E.  
636 TEWKESBURY LANE  
SEVERNA PARK MD 21146

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

8th Floor  
180 Maiden Lane  
New York, NY 10038

Social Security/Tax I.D. Number: # 114-14-6181

County of Residence PRINCE ARUNDEL Co

REGISTRATION FEE 11.00  
POSTAGE .50  
SEP 4 86

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

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

Debtor's limited partnership interest in Pear Orchard Associates Limited Partnership, a limited partnership organized under the laws of Mississippi (the "Partnership"), now owned or hereafter acquired, including all of debtor's rights and interests in said limited partnership and any successor partnership and all of the Debtor's rights and interests in and under the Amended and Restated Certificate and Agreement of Limited Partnership, as it may be amended and restated from time to time, relating thereto; the net profits and net losses of the Partnership; any distributions of any nature by the Partnership; and all the proceeds of the above-described property. The security interest referenced hereby is granted pursuant to a security agreement contained in the Investor Bond Indemnification and Pledge Agreement by and between the Secured Party and Debtor dated as of 4/16, 1986.

Check (X) if covered

Proceeds of Collateral are also covered.

Robert E Cook  
(Print Name of Debtor or Co-Debtors)

Surety Firemen's Insurance Company of Newark, New Jersey

By: Robert E Cook  
Signature(s) of Debtor(s)

By: Harold M. Albanese  
Signature(s) of Secured Party(ies)

Please Stamp Additional Attachments and Return

FOR MORE INFORMATION TO  
NATIONWIDE INFORMATION  
52 JAMES ST.  
ALBANY, N.Y. 12207

OIF 0022/4125

11/50

11

1986 SEP 4 AM 9:55  
CR

Glen Burnie  
203017

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>Central Auto Parts, Inc. T/A Wholesale Auto Parts 1012 S. Crain Highway Glen Burnie, MD 21061</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <u>Leah Y. Telfer</u></p> <hr/> <p>Return to Secured Party</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.

20 Button LA2 Telephone System, as per described in schedule A.

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

RECORD FEE 12.00  
RECORD TAX 35.00  
FORGAGE 50  
122092 0777 MI 108142  
SEP 4 86

DEBTOR:  
Central Auto Parts, Inc.  
T/A Wholesale Auto Parts

SECURED PARTY:  
UNION TRUST COMPANY OF MARYLAND

By: John Mack Pres  
John Mack, President

By: \_\_\_\_\_  
(Type Name)

By: \_\_\_\_\_

\_\_\_\_\_  
(Date Signed by Debtor) 19\_\_

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



12.00  
35.00  
50



BOOK 502 PAGE 231

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 244737

RECORDED IN LIBER 455 FOLIO 245 ON 10-25-82 (DATE)

1. DEBTOR: Name Merrill Lynch Realty, Chris Coile, Inc.

Address 565 Benfield Road, Severna Park, MD 21146

2. SECURED PARTY: Name Commercial Credit Services Corporation

Address P.O. Box 549 Timonium, MD 21093

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

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input 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>	

QC:JC  
CHECK  FORM OF STATEMENT

BL CLERK

10.00  
.50  
20074 077 01 1082 93  
SEP 4 86

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

Name \_\_\_\_\_

Address \_\_\_\_\_

1000  
50

Dated 5/7/86

*[Signature]*  
(Signature of Secured Party)

Commercial Credit Services Corporation

Type or Print Above Name on Above Line

BOOK 502 PAGE 235

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 244569

RECORDED IN LIBER 454 FOLIO 576 ON 10-8-82 (DATE)

1. DEBTOR: Name Merrill Lynch Realty, Chris Coile, Inc.  
Address 565 Benfield Road Severna Park, MD 21146

2. SECURED PARTY: Name Commercial Credit Services Corporation  
Address P.O. Box 549 Timonium, MD 21093

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

CHECK  FORM OF STATEMENT

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

RECORD FEE 10.00  
POSTAGE .50  
SEP 4 1986

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

Name \_\_\_\_\_

Address \_\_\_\_\_



1050

Dated 5/7/86

*[Signature]*  
(Signature of Secured Party)

Commercial Credit Services Corporation  
Type or Print Above Name on Above Line

BOOK 502 235

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 245876

RECORDED IN LIBER 458 FOLIO 203 ON 1-19-83 (DATE)

1. DEBTOR: Name Vincent J. Aversa, Jr. T/A Vince's Deli  
Address The Village Green Crofton, MD 21114

2. SECURED PARTY: Name Commercial Credit Services Corporation  
Address P.O. Box 549 Timonium, MD 21093

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

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

CHECK  FORM OF STATEMENT

BL CLERK

1986 SEP 4 AM 9:56

RECORDED RE 10.00  
POSTAGE 50  
REG 101 CTT R01 T08:45  
SEP 4 86

3. Assignee of Secured Party(ies) from which security information obtainable:  
Name \_\_\_\_\_  
Address \_\_\_\_\_

1050

Dated 5/2/86 \_\_\_\_\_  
(Signature of Secured Party)

Commercial Credit Services Corp.  
Type or Print Above Name on Above Line

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 244567

RECORDED IN LIBER 454 FOLIO 574 ON 10-8-82 (DATE)

1. DEBTOR: Name Merrill Lynch Realty, Chris Coile, Inc.

Address 565 Benfield Road Severna Park, MD 21146

2. SECURED PARTY: Name Commercial Credit Services Corporation

Address P.O. Box 549 Timonium, MD 21093

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

CHECK  FORM OF STATEMENT

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

RECORD FEE 10.00  
FILING FEE .50  
20340 077 44 7087-45  
SEP 4 86

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

Name \_\_\_\_\_

Address \_\_\_\_\_

1080



1986 SEP -4 AM 9:56

NOTICE TO CREDITORS

Dated

5/2/86

*[Handwritten Signature]*  
(Signature of Secured Party)

Commercial Credit Services Corporation

Type or Print Above Name on Above Line

BOOK 502 PAGE 238

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 205471 045876

RECORDED IN LIBER 2569 FOLIO 1938 ON 1-17-83 (DATE)

1. DEBTOR: Name Vincent J. Aversa, Jr. T/A Vince's Deli

Address The Village Green Crofton, MD 21114

2. SECURED PARTY: Name Commercail Credit Services Corporation

Address P.O. Box 549 Timonium, MD 21093

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

CHECK  FORM OF STATEMENT

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

RECORDED 13.00  
INDEXED .50  
SEP 4 1986  
SEP 4 1986

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

Name \_\_\_\_\_

Address \_\_\_\_\_

1350

Dated 5/7/86

*[Signature]*  
(Signature of Secured Party)  
Commercial Credit Services Corp/  
Type or Print Above Name on Above Line

1986 SEP -4 AM 9:59  
E. AUBREY COLLISON  
CLERK

BOOK 502 PAGE 233

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 197641

RECORDED IN LIBER 2557 FOLIO 0939 ON 10-7-82 (DATE)

1. DEBTOR: Name Merrill Lynch Realty Chris Coile, Inc.

Address 565 Benfield Road Severna Park, MD 21146

2. SECURED PARTY: Name Commercial Credit Services Corporation

Address P.O. Box 549 Timonium, MD 21093

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

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input 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>	

CHECK  FORM OF STATEMENT

95:6  
1986  
MERRILL LYNCH PIERCE FENNER & SMITH

REGISTRATION FEE 12.00  
POSTAGE .70  
SEP 4 1986

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

Name \_\_\_\_\_

Address \_\_\_\_\_

1750.

Dated 5/7/86

*[Signature]*  
(Signature of Secured Party)

Commercial Credit Services Corporation  
Type or Print Above Name on Above Line

Not in AACo

BOOK 502 PAGE 240

*Handwritten notes:*  
Merrill Lynch  
Chris Coile  
Inc.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 202549

RECORDED IN LIBER 2565 FOLIO 00012 ON 12-10-82 (DATE)

1. DEBTOR: Name Merrill Lynch Realty, Chris Coile, Inc.  
Address 565 Benfield Road Severna Park, MD 21146

2. SECURED PARTY: Name Commercial Credit Services Corp.  
Address P.O. Box 549 Timonium, MD 21093

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

CHECK  FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION.....<b>XX</b></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>
<p><i>RECORD RE 12.00</i> <i>POSTAGE .50</i> <i>RECORDED BY [unclear]</i> <i>SEP 4 86</i></p>		

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

Name \_\_\_\_\_

Address \_\_\_\_\_

*1250*

Dated 5/7/86

*[Signature]*  
(Signature of Secured Party)

Commercial Credit Services Corporation  
Type or Print Above Name on Above Line

*Not in AA. Co*

BOOK 502 PAGE 241

tape stops  
9557-874  
2012  
10/2/82

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 107640

RECORDED IN LIBER 2557 FOLIO 0938 ON 10-7-82 (DATE)

1. DEBTOR: Name Merrill Lynch Realty, Chris Coile, Inc.

Address 565 Benfield Road Severna Park, MD 21146

2. SECURED PARTY: Name Commercial Credit Services Corporation

Address P.O. Box 549 Timonium, MD 21093

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

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

RECORDED IN 12.00  
FEE .50  
12307 011 01 108144  
SEP 4 86

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

Name \_\_\_\_\_

Address \_\_\_\_\_

1250

Dated 5/2/82

*[Signature]*  
(Signature of Secured Party)

Commercial Credit Services Corporation

Type or Print Above Name on Above Line

Not in AACo

1986 SEP --4 AM 9:56

SEARCHED COLLISION

BOOK 502 PAGE 242

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 197642

RECORDED IN LIBER 2557 FOLIO 0940 ON 10-7-82 (DATE)

1. DEBTOR: Name Merrill Lynch Realty Chris Coile, Inc.

Address 565 Benfield Road Severna Park, MD 21146

2. SECURED PARTY: Name Commercial Credit Services Corporation

Address P.O. Box 549, Timonium, MD 21093

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

CHECK  FORM OF STATEMENT

<p>A. CONTINUATION.....<input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE.</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE.....<input type="checkbox"/></p> <p>FULL RELEASE.....<input type="checkbox"/></p>	<p>C. TERMINATION....XXX</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>	

RECORDED RE 12:00  
POSTAGE .50  
#23077 CITY 801 108:45  
SEP 4 86

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Dated 5/7/82

*Robert Rinkholz v.p.*  
(Signature of Secured Party)

Commercial Credit Services Corporation  
Type or Print Above Name on Above Line

Watson AACo

1986 SEP -4 AM 9:56

268892

MARYLAND NATIONAL BANK

# FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3.  Not subject to Recordation Tax
- 4.  Recordation Tax has been paid on the principal amount of \$ 1,200,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Address(es)

Michael J. Martini  
Marie D. Martini

Gates Marina  
P.O. Box 117  
Deale, Maryland 20751

6 Secured Party Address: Real Estate and Mortgage Division

MARYLAND NATIONAL BANK  
Attention: Charles S. Fitzgerald

10 Light Street  
Fifth Floor  
Baltimore, Maryland 21202

RECORD FEE 26.00  
POSTAGE 50  
435504 0055 R02 71120  
SEP 4 86

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 5, 19 86 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

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

Debtor(s):

Michael J. Martini (SEAL)  
Marie D. Martini (SEAL)

Secured Party:  
MARYLAND NATIONAL BANK

By: Charles S. Fitzgerald (SEAL)  
Assistant Vice President  
Type name and title

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

↑

26-30-52

## ADDENDUM "A"

ALL THAT lot or parcel of land situate, lying and being in the 7th Assessment District of Anne Arundel County, Maryland, and being described as follows:

PARCEL NUMBER ONE: BEGINNING for the same at an iron pipe now set in the ground, about North 55-1/2 deg. East 450 feet from a stake heretofore set in the southwestern corner of the land of John R. Bias, near the water line of Rock Hole Creek, and running from said point of beginning, North 19 deg. 45' East 139.05 feet to an iron pipe, thence North 70 deg. 15' West 405.04 feet to Rock Hole Creek, thence bounding on said creek, South 30 deg. 43' West 75.00 feet, thence South 9 deg. 32' East 75.00 feet to an iron pipe, and thence leaving said creek, South 70 deg. 15' East 383 feet to the place of beginning, containing approximately 1.30 acres of land, together with a right of way 14 feet wide, in common with others, running over the land of John R. Bias to the highway, the center of the said right of way beginning at a point in the first line of the lot above described, at the distance of 93 feet from the beginning of said line and running South 68.50 deg. East.

PARCEL NUMBER TWO: BEGINNING for the same on the eastern side of Rock Hole Creek, at the end of the fourth line of the parcel of land containing approximately 1-3/10 acres, which was conveyed by John R. Bias and wife to Charles Y. Trigg and wife about August 1, 1934. and running from said point of beginning, leaving said creek and bounding on the fifth line of said parcel of land South 70 deg. 15' East, 383 feet to the western side of a right of way 18 feet wide, laid out for use in common with others and leading out to the highway, thence bounding on the western side of said right of way, South 19 deg. 45' West 50 feet, thence running parallel to the first line of this description North 70 deg. 15' West 303 feet to Rock Hole Creek, and thence bounding on said creek North 38 deg. 14' West, 94.34 feet to the place of beginning, containing 394/1000 of an acre of land, together with the use of said right of way, in common with others.

Addendum "B"

BOOK 502 PAGE 245

EXHIBIT A

DESCRIPTION OF THE PROPERTY

The Property includes all of that real property situate, lying and being in the Seventh Assessment District of Anne Arundel County, Maryland and more particularly described as

BEGINNING FOR THE SAME at an iron rod with cap formed by the intersection of the northwesterly line of the lands of now or formerly Helen P. Brady as recorded in the Land Records of Anne Arundel County, Maryland, in Liber 3025, folio 528, with the northeasterly right-of-way line of a 15 foot right-of-way leading from Cabanna Boulevard to the property hereinafter described, said beginning point being coordinated on the Maryland State Plane Coordinate System as N346394.46E926652.91 taken from Anne Arundel County Monument number 387 and 387AZ, thence running, in the datum of said Maryland State Plane Coordinate System (1) northwestwardly along the northeasterly right-of-way line of a 15 foot right-of-way which transitions into a 10 foot wide right-of-way lying northerly of the lands of Roger R. Ramsey as recorded in the aforesaid Land Records in Liber 3053, folio 139, North 81 degrees 37 minutes 30 seconds East 210.62 feet to a point on the face of bulkhead at the high water line of Rockhold Creek, passing over an iron rod with cap set 3 feet reversely from the end of said course, thence running (2) northwardly meandering along said bulkhead line and also the high water line of said Rockhold Creek, the next eight courses, North 7 degrees 28 minutes 36 seconds West 82.53 feet to a point, thence running, (3) North 1 degree 01 minutes 32 seconds West 15.50 feet to a point, thence running (4) North 23 degrees 53 minutes 28 seconds East 35.45 feet to a point, thence running, (5) North 34 degrees 24 minutes 23 seconds East 59.10 feet to a point, thence running, (6) North 39 degrees 05 minutes 04 seconds East 58.58 feet to a point, thence running, (7) South 67 degrees 23 minutes 19 seconds East 15.60 feet to a point, thence running, (8) North 24 degrees 21 minutes 15 seconds East 16.35 feet to a point, thence running, (9) North 0 degrees 17 minutes 38 seconds West 16.35 feet to a point on the southerly line of the lands of now or formerly Michael J. Martini, thence running leaving said Rockhold Creek and running along the southerly line of said Martini

BOOK 502 PAGE 245

degrees 38 minutes 30 seconds East 234.60 feet to an iron pipe on the northwesterly line of the aforementioned Brady, thence running, (11) southwestwardly along the northwesterly line of said Brady South 22 degrees 47 minutes 30 seconds West 299.04 feet to the point and place of beginning, containing 1.52 acres of land.

TOGETHER with the use in common of that 15 foot right-of-way leading from the above described property to Maryland Route 256 as shown on a plat recorded in the aforesaid Land Records in Liber GTC 958, folio 503.

The above described parcel of land is intended to be all of that land surveyed by Andrews, Miller & Assoc., Inc. on or about May 20, 1982. The above described parcel of land is also intended to be all of that land which was conveyed by William D. Worrall and Winifred Ellen Worrall to William D. Worrall by deed dated August 6, 1980 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3342, folio 459.

BOOK 502 PAGE 247

ADDENDUM "C"

All those parcels of ground situate, lying and being in the Seventh Election District of Anne Arundel County, State of Maryland, and described as follows:

BEING ALL of Parcels numbered Six (6) and Seven (7) as described in a deed dated March 14, 1976 and recorded among the Land Records Of Anne Arundel County, State of Maryland, in Liber 3025 at folio 528. The above described property being more particularly described and shown on a survey entitled "The Helen Brady etal, Property" Containing Five and one-half acres more or less, by J.R. McCrone, Jr., Inc., a registered Land Surveyor. Said Survey prepared on July 21, 1982.

BEING THE same ground which by deed dated March 14, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3025 at folio 528 was granted and conveyed by Helen Parks Brady, etal, to the here'n grantors.

## ADDENDUM "D"

BEGINNING for the same at an iron pipe found on the northwest side of Deale-Churchton Road and at the same beginning point as in Parcel Three of the conveyance from John Goettee, Trustee, to Harvey E. Gates, Jr., by deed dated April 24, 1968, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2169, folio 532, and running from said beginning point so fixed, leaving said Deale-Churchton Road, and with the North  $70^{\circ} 25' 40''$  West 771.62 feet line of said Parcel Three as now found, North  $70^{\circ} 25' 25''$  West 771.48 feet to an iron pipe found at the end of said line; said pipe being further located in the South  $24^{\circ} 32'$  West 213.6 foot line of Parcel One of the above mentioned conveyance; thence with part of said line as now found, and leaving said Parcel Three, South  $24^{\circ} 30' 56''$  West 163.44 feet to an iron pipe found at the end of the said South  $24^{\circ} 32'$  West 213.6 foot line of said Parcel One; thence continuing with the outlines of said Parcel One as now found, North  $82^{\circ} 30' 52''$  West 234.68 feet to a nail found on the side of an existing bulkhead located along the shoreline of Rockhold Creek; thence with the same, North  $08^{\circ} 12' 2''$  East 179.52 feet, thence North  $15^{\circ} 26' 01''$  East 119.94 feet and North  $01^{\circ} 23' 19''$  East 19.28 feet to the end of the North  $70^{\circ} 15'$  West 303 foot line of Parcel Two of the above mentioned conveyance; thence with said line as now found, reversely, and leaving said Rockhold Creek, South  $70^{\circ} 19' 53''$  East 303.00 feet to an iron pipe found at the beginning of said line, said pipe being further located at the end of the North  $24^{\circ} 32'$  East 101.85 foot line of said Parcel Three of the above mentioned conveyance; thence leaving said Parcel Two and running with the North  $19^{\circ} 45'$  East 189.05 foot line and the North  $19^{\circ} 45'$  East 110 foot line of said Parcel Three as now found, North  $19^{\circ} 40' 07''$  East 298.76 feet to an iron pipe found at the end of the said North  $19^{\circ} 45'$  East 110 foot line of said Parcel Three; thence continuing with the outlines of said Parcel Three as now found, South  $63^{\circ} 29' 45''$  East 810.65 feet to an iron pipe found on the northwest side of Deale-Churchton Road; thence with the same, South  $27^{\circ} 41' 14''$  West 305.49 feet to the place of beginning; Containing 8.147 acres, more or less, and as surveyed by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in November, 1973.

The aforescribed property being subject to and having the use in common with others of the 2-18 foot rights of way as mentioned and described in the deed from John Goettee, Trustee, to Harvey E. Gates, Jr., and recorded in Liber 2169, folio 532.

Mailed to:

Maryland Natl

FINANCING STATEMENT

NOT SUBJECT TO  
RECORDATION TAX

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

1. NAME AND ADDRESS  
OF DEBTOR:

Chrisland Corporation  
10645 Railroad Square  
Suite 300  
Fairfax, Virginia 22030

2. NAME AND ADDRESS  
OF SECURED PARTY:

Dominion Bank of Northern Virginia,  
National Association  
8150 Leesburg Pike  
Vienna, Virginia 22180

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

(a) All leases, sales contracts, tenant contracts and rental agreements and other contracts, licenses and permits now or hereafter affecting the land or improvements located thereon in Anne Arundel County, Maryland as described in Exhibit A attached hereto.

(b) All rents, issues and profits issuing under the aforesaid leases, sales contracts, tenant contracts and rental agreements and the aforesaid other contracts, licenses and permits, together with any rents, issues, cash or security deposits arising from the use or occupancy of the aforesaid land or buildings.

(c) All apparatus, buildings, building materials, capital equipment, appliances and fixtures now or hereafter erected or placed in or upon said land or any improvements thereon or now or hereafter attached to or used in connection with said land or any improvements thereon, and all additions thereto and all replacements thereof, whether or not the same have or would become part of said land by attachment thereto, including without limiting the generality of the foregoing, all furnaces, heaters, gas and electric light fixtures, refrigerating, ventilating, incinerating, garbage disposal, air conditioning apparatus and equipment, screens, screen doors, awnings, blinds, carpets, floor coverings, furniture, furnishings, gas and oil tanks and equipment, pipes, wires and plumbing, excluding any of the aforementioned owned or leased from third parties by tenants, and also all shrubbery or plants now or hereafter located on said land or improvements, all of which shall to the extent permitted by law be considered as annexed to or forming a part of said land.

(d) All monies and proceeds derived from sale of real property, apparatus, chattels, fixtures, buildings, structures, improvements or leases, tenant contracts, rental agreements,

RECORD FEE 13.00  
POSTAGE .50  
47480 CASE R02 T12:01  
SEP 4 86

CR  
CLERK

1986 SEP 4 PM 12:03  
RECORDING CLERK

1300  
50

contracts, licenses, permits, rents, issues and profits, including all rents, refunds, rebates, tenant reimbursements, condemnation awards and proceeds of the sale of, insurance on or other borrowings secured in whole or in part by any of said property, apparatus, chattels, fixtures, buildings, structures, improvements or leases, sales contracts, tenant contracts, rental agreements, contracts, licenses, permits, rents, issues and profits.

(e) The interest of the Borrower 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 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 any part thereof.

4. The Deed of Trust and Security Agreement pursuant to which this Financing Statement is given is a Deed of Trust dated the 29th day of August, 1986, from the Debtor to Daniel L. Bragg and Alvin L. Gunther Trustees, recorded among the Land Records of Anne Arundel County, Maryland, contemporaneously herewith and is additional security for the indebtedness therein described. The Secured Party or its assignee shall have, in addition to all the rights and remedies granted in said Deed of Trust, all the rights and remedies provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law. All of said rights are cumulative and may be exercised either concurrently or independently and in such order as the Secured Party or its assignee shall determine.

5. All property covered hereby shall be subject to all of the terms of said Deed of Trust and, in the event of foreclosure, may be sold together with the real estate at such foreclosure sale. Debtor shall have the right to substitute articles of equal or greater value for any of those covered herein provided such replacements are free of any outstanding ownership interest, Financing Statement or other encumbrance.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to the Deed of Trust of even date herewith and under and pursuant to the Loan Agreement of even date herewith between the Secured Party and the Debtor (the "Agreement") as security for a loan made by the Secured Party to the Debtor under and pursuant to the Loan Agreement.

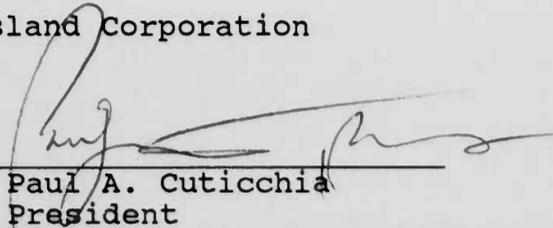
Debtor:

Secured Party:

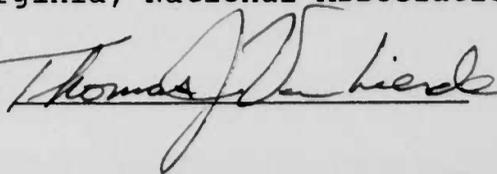
Chrisland Corporation

Dominion Bank of Northern Virginia, National Association

By

  
Paul A. Cuticchia  
President

By



Date: August 29, 1986

EXHIBIT "A"

All those lots or parcels of ground situate, lying and being in the Second Taxing District of Anne Arundel County, State of Maryland, and described as follows:

Lots Numbered 1, 2, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 47A, 47B, 48, 49, 50, 51, 83, 84, 85 and 86, as shown on a Plat entitled "Plat One, Section Two, ANNAPOLIS COVE", as per plat of the same recorded among the Plat Records of Anne Arundel County in Plat Book 91, page 49.

AND

Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 14A, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 24A, 25, 26, 27, 28, 29, 29A, 30, 30A, 31, 32, 33, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, and 82, as shown on a Plat entitled "Plat Two, Section Two, ANNAPOLIS COVE", as per plat of the same recorded among the Plat Records of Anne Arundel County in Plat Book 97, pages 32 and 33.

Mailed to: Dominion Bank

BOOK 502 PAGE 252

263610

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)  Kidde Credit Corporation 30 Washington Center Hagerstown, MD 21740	2. Secured Party(ies) and address(es)  Union-Tidewater Financial Company, Inc. P.O. Box 2373 Baltimore, MD 21203
--	---

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

RECORD FEE 11.00  
POSTAGE .50  
#23192 0777 R01 110:30  
SEP 4 86

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

Equipment described on the attached Schedule A located at:

8306 Patuxent Range Road  
Jessup, MD

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

This is a true lease transaction and this filing is for notification purposes only.

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:

Kidde Credit Corporation

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

Union-Tidewater Financial Company, Inc.

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

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

CLERK

1986 SEP 4 PM 12:08

SCHEDULE "A"

BOOK 502 PAGE 253

This Schedule "A" is attached to and made a part of the Form UCC-1 with KIDDE CREDIT CORPORATION as "Debtor" and UNION TIDEWATER FINANCIAL COMPANY, INC. as "Secured Party". Equipment location is 8306 Patuxent Range Road, Jessup, Maryland. This is a True Lease Transaction and this filing is for notification purposes only.

=====  
Forney, Inc.

<u>Quantity</u>	<u>Equipment Description</u>
1	LT-0806-07 LT-800 Series 600000 2-B/P.1., Serial: 85029
1	TA-0162-01 Carrier Bracket, LT-0806-DB, Serial: 85029
1	TA-0163 Universal Flexural, LT's, QC
1	TX-1262 Kit Thermal Printer QC-0410-D
1	TA-0176 Holding Stem

Executone/Atlantic, Inc.

1	Encore 1232 Plus Key Service Unit
1	Central Processor Unit
1	Tone Generator Card
4	4 Port Station Cards
2	4 Port C. O. Line Cards
2	24 Button Telephones with DSS/BLF status
3	12 Button Speaker Phones
1	Single Line Encore Telephone
10	12 Button Standard Telephones
1	Wall Mount Kkt.

Mailed to:

*Union Tidewater  
Financial*

Clerk of the Circuit Court **STATE OF MARYLAND**  
Anne Arundel County

BOOK 302 PAGE 254 203620

**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 Liberty Concrete  
Address 9811 Mallard Drive, Laurel, Maryland 20707

**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) P&H Model S-20 All Terrain Crane, s/n 71499

SECURED IS NOT SUBJECT TO RECORDATION TAX.

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L.B. SMITH, INC.

(MACHINE BEING USED IN PASADENA, ANNE ARUNDEL COUNTY.)

RECORD FEE 11.00  
POSTAGE .50  
#23194 CTTI M01 110:31  
SEP 4 88

**CHECK  THE LINES WHICH APPLY**

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

Joseph Dean Aug 2 1988  
(Signature of Debtor)

Liberty Concrete  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Bruce Dean  
(Signature of Secured Party)

L.B. Smith, Inc., Bruce Dean/Business Mgr.  
Type or Print Above Signature on Above Line

1150.

CR  
CLERK

1988 SEP -4 PM 12:08

E. AUBREY COLLISON  
CLERK

CMOG  
A.A. Co.  
11-50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 203021

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

If transaction or transactions wholly or partially subject to 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 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.

RECORD FEE 11.00  
11-50  
11-50  
SEP 4 1966

3. Maturity date of obligation (if any) \_\_\_\_\_

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

Two (2) new 1986 International Model 1853 school buses S/n's LHVLPHYM1GHA39834 and LHVLPHYMOGHA34804 with diesel engine, automatic transmission and 66 passenger Thomas school bus bodies; including, without limitation, 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 equipment.

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolis Bus Company, Inc.

Robert L. Cohen  
(Signature of Debtor)

Robert L. Cohen - President  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

1/50

Mailed to Secured Party

CR  
CLERK

1966 SEP -4 PM 12:08

First Maryland Leasecorp

William R. Brown  
(Signature of Secured Party)

William R. Brown

Type or Print Above Signature on Above Line

STATE OF MARYLAND 502

FINANCING STATEMENT FORM UCC-1

Identifying File No. 203622

CM05  
A.A. Co.  
12-50

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

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

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

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

1. DEBTOR

Name Robert C. Dick and Carol M. Dick  
Address 2256 Mt. Tabor Road, Gambrills, Maryland 21054

2. SECURED PARTY

Name First Maryland Leasecorp  
Address 25 South Charles Street, Baltimore, Maryland 21201

RECORDED FEE 12.00  
POSTAGE .50  
SEP 4 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) 1984 International Model 1723, school bus s/n 1HVLMEGM2EHA31344, with a 66 passenger Thomas school bus body and automatic transmission, and one (1) new 1986 International Model 1853 school bus s/n 1HVLPHYM2GHA35999 with a diesel engine and a 66 passenger Thomas school bus body; including, without limitation, 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 equipment.

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Robert C. Dick*  
(Signature of Debtor)

Robert C. Dick  
Type or Print Above Name on Above Line

*Carol M. Dick*  
(Signature of Debtor)

Carol M. Dick  
Type or Print Above Signature on Above Line

*CD*

Mailed to Secured Party

CR  
SEP 4 1986

First Maryland Leasecorp

*William R. Brown*  
(Signature of Secured Party)

William R. Brown  
Type or Print Above Signature on Above Line

1986 SEP -4 PM 12:08

E. AUSLEY DULLISON  
CLERK







BOOK 502 PAGE 260

263626

Buyer's (Debtor's) Name (Last name first) <b>Phipps, Stephen S.</b>	Purchaser's Mailing Address <b>1315 Waterbury Rd., Crownsville, MD 21</b>	Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name <b>Annapolis 4A Rentals</b>	Seller's Address <b>1919 Lincoln Dr., Annapolis, MD 21401</b>	Zip Code

BUYER'S SOC. SEC. NO. (First Signer) 215-48-2304

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	318	Lawn & Garden Tractor	M00318X369893
1	N	JD	46	46" mower	M00596X540477
1	N	JD		Material Collection System	M0054X538675
1	N	JD	54	54" Front Hydraulic Blade	M0054X538675

11.00  
70  
110.38  
4.86

### FINANCING STATEMENT FOR FILING

This statement is not to be recorded among the Land Records.

CHECK X ITEMS WHICH APPLY

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

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

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**  
POB 4949  
SYRACUSE, NY 13221

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

Mail to: **John Deere Company**  
P.O. Box 588X 4949  
Syracuse, N.Y. 13201 13221

Debtor resides in Anne Arundel Co., MD (County) (State) Note dated and signed 8/9/86 (Date) Debtor's Telephone No. 923-3998

Stephen S Phipps (Debtor's Signature) Judith Nelson (Seller's Name)  
STEPHEN S PHIPPS JUDITH NELSON, SECRETARY  
(Debtor's Signature) (Seller's (Secured Party) Signature)

(Do not write below this line)

1150

1986 SEP -4 PM 12:08

F. AUBREY COLLISON



BOOK 502 PAGE 201

203027

Buyer's (Debtor's) Name (Last name first) <b>Ransey, Thomas</b>	Purchaser's Mailing Address <b>8350 Pinehurst Rd., Pasadena, MD 21122</b>	Zip Code <b>21122</b>
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name <b>Annapolis 4A Rentals</b>	Seller's Address <b>1919 Lincoln Dr., Annapolis, MD 21401</b>	Zip Code <b>21401</b>

BUYER'S SOC. SEC. NO. (First Signer) **169380919**

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	210	Lawn & Garden Tractor	M00210X361
1	N	JD	38	38" mower	230
1	N	JD		Rear Bagger	
1	N	Ohio		Dump cart	

RECORDING FEE 11.00  
 FILING - .50  
 SEP 4 1986

**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, N Y 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 X 4949  
 Syracuse, N.Y. 13204 X 13221

Debtor resides in **Anne Arundel Co., MD** (County) Note dated and signed **8/9/86** (Date) Debtor's Telephone No. **255-1360**

*Thomas L. Ramsey*  
 (Debtor's Signature)

**ANNAPOLIS 4A RENTALS**  
 (Seller's Name)

**THOMAS L RAMSEY**  
 (Debtor's Signature)

*Daniel B. Graham*  
 (Seller's (Secured Party) Signature) **DANIEL B GRAHAM**

(Do not write below this line)

CR  
CLERK

1150

1986 SEP -4 PM 12:08

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 August 15, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Clifton A. Cornish, Jr. DBA CBY ENTERPRISES

Address 227 Berlin Avenue, Baltimore, MD. 21225

2. SECURED PARTY

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B

407 Crain Hwy., Glen Burnie, MD 21061

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

1980 International tandom dump truck Model S2574, CF257KGB21740

1971 White Dump truck w/14' steel dump body

1974 Chevy 1 ton tow truck and 2 tilting car trailers

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)

CLIFTON A. CORNISH, JR. DBA CBY ENTERPRISES

(Signature of Debtor)

\* Clifton A. Cornish Jr.

Type or Print Above Signature on Above Line

Clifton Cornish

(Signature of Debtor)

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

Bruce J. Winter

(Signature of Secured Party)

Bruce J. Winter

Type or Print Above Name on Above Line

Reg Sales Manager

Filed with Anne Arundel County

Mailed to Secured Party

RECORDED FEE 12.00  
POSTAGE .50  
SEP 15 1986 11:03 AM  
SEP 4 1986

1986 SEP -4 PM 12:08  
F. ARNDT'S REPRODUCTION

CR 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 KONCIR, Vincent J.  
Address 355 Dogwood Drive, Hershey, PA 17033

SEARCH FEE 11.00  
NOTARIAL FEE .50  
RECORDING FEE 110.43  
SEP 4 1986

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION  
Address 303 Second Street  
Annapolis, MD 21403

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

1980 28' Chris Craft fiberglass hull #CCHDC409M806  
1980 Twin 225 HP Crusader gas engines #616044 & 616045

Home anchorage/winter: Pasadena, 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)

Mailed to Secured Party



1986 SEP 4 PM 12:08

Vincent J. Koncir  
(Signature of Debtor)

Vincent J. Koncir  
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

1/50

Anne Arnold

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Recordation Tax has been paid on the principal amount of \$ 150,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5. Debtor(s) Name(s): R. Wayne Beall  
Nancy S. Beall Address(es): 5007 West Chalk Point Road  
West River, Maryland 20778

RECORD FEE 12.00  
 POSTAGE .50  
 RECORD CITY BAL 112105  
 SEP 4 86

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

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 25, 1986 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

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

Debtor(s):  
Roland R. Wayne Beall (SEAL)  
R. Wayne Beall  
Nancy S. Beall (SEAL)  
Nancy S. Beall

Secured Party:  
 MARYLAND NATIONAL BANK  
 By: Charles S. Fitzgerald (SEAL)  
Charles S. Fitzgerald  
 Type name and title Assistant Vice President

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

1750

CR CLERK

1986 SEP -4 PM 12:09

MARYLAND NATIONAL BANK

## PROPERTY DESCRIPTION

Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel, Second Assessment District, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a pipe set on the east side of a 60-foot right of way leading from the herein described to Bestgate County Road, said pipe being further located as being the southwesternmost corner of Part One of the conveyance from Best Gate Park, Inc. to Southern Maryland Oil Company, Inc. by Deed dated May 28, 1965 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1883, folio 505; and running from said beginning point so fixed and leaving said 60-foot right of way and with the southernmost line of the above mentioned conveyance, North  $72^{\circ} 56' 50''$  East 275.91 feet to a pipe set in the North  $12^{\circ} 10'$  West  $114\text{-}1/2$  perch line of a conveyance from Nellie M. Abbot, et al, to Best Gate Park, Inc. by Deed dated November 5, 1964 and recorded among the said Land Records in Liber L.N.P. 1812, folio 459; thence with a part of said line, South  $17^{\circ} 01' 40''$  East 90.0 feet to a pipe set; thence leaving said line and passing through a part of the above-mentioned conveyance from Abbot to Best Gate Park, Inc. South  $72^{\circ} 56' 50''$  West 276.58 feet to a pipe set on the east side of the above-mentioned 60-foot right of way; thence with the same North  $16^{\circ} 36' 10''$  West 90.0 feet to the place of beginning. Containing 0.57 of an acre, more or less, according to a survey prepared by J.R. McCrone, Jr., Inc., Registered Surveyors in September, 1965 and described in November, 1965.

Mailed to Secured Party

# FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County, Maryland
- 3.  Not subject to Recordation Tax
- 4.  Recordation Tax has been paid on the principal amount of \$ 1,850,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5. Debtor(s) Name(s): Address(es)  
 Woodrow S. Hancock 98 Point Somerset Lane  
 Cheryl L. Hancock Severna Park, Maryland 21146

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

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 28, 1986 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

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

RECORD FEE 12.00  
POSTAGE .50

435649 0055 R02 T10-48

Debtor(s)  
Woodrow S. Hancock (SEAL)  
 Woodrow S. Hancock  
Cheryl L. Hancock (SEAL)  
 Cheryl L. Hancock

Secured Party:  
 MARYLAND NATIONAL BANK  
 By: Charles S. Fitzgerald (SEAL)  
 Charles S. Fitzgerald  
 Vice President  
 Type name and title

SEP 4 86



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

1986 SEP -4 AM 10:54  
E. COLLISON

*Handwritten initials and date:*  
 R/21  
 9/21

# FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County, Maryland
- 3.  Not subject to Recordation Tax
- 4.  Recordation Tax has been paid on the principal amount of \$ 1,850,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s): Woodrow S. Hancock  
Cheryl L. Hancock

Address(es): 98 Point Somerset Lane  
Severna Park, Maryland 21146

6. Secured Party: MARYLAND NATIONAL BANK  
Attention: Charles S. Fitzgerald

Address: Real Estate and Mortgage Division  
10 Light Street  
Fifth Floor  
Baltimore, Maryland 21202

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 28, 1986 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

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

RECORD FEE 12.00  
 POSTAGE .50

435649 0055 R02 110:48

Debtor(s):

Woodrow S. Hancock (SEAL)  
 Woodrow S. Hancock

Cheryl L. Hancock (SEAL)  
 Cheryl L. Hancock

Secured Party:  
 MARYLAND NATIONAL BANK

By: Charles S. Fitzgerald (SEAL)  
 Charles S. Fitzgerald  
 Vice President  
 Type name and title

SEP 4 1986



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

1986 SEP -4 PM 10:54  
 COLLISON  
 853-8 ED 1/85  
 1200/21

EXHIBIT A

PARCEL A: UNIT 600, RIVA 400 OFFICE PARK CONDOMINIUM

BOOK 502 PAGE 287

BEING KNOWN AND DESIGNATED as Unit 600 as shown and designated on a Condominium Plat entitled, "RIVA 400 OFFICE PARK CONDOMINIUM", dated September, 1983, and recorded among the Condominium Plat records of Anne Arundel County, Maryland in Plat Book E23, page 36.

BEING the same condominium unit which by Deed dated February 27, 1984, and recorded among the Land Records of Anne Arundel County in Liber EAC 3701, folio 117; and by Confirmatory Deed dated March 18, 1985, and recorded as aforesaid in Liber EAC 3868, folio 553, was conveyed by Annapolis Development Corp., a Maryland corporation, unto Woodrow S. Hancock and Cheryl L. Hancock, his wife.

PARCEL B: COLLEGE PARKWAY PROFESSIONAL CENTER

BEING KNOWN AND DESIGNATED as Condominium Units M, C, K, L, N, D, E, F, J, AND I, as shown on the Condominium Plat entitled, "COLLEGE PARKWAY PROFESSIONAL CENTER, 3rd Assessment District, Anne Arundel County, Maryland", recorded among the Condominium Plat Records of Anne Arundel County, Maryland, in Plat Book 23, pages 23 and 24.

BEING part of the property which by Deed dated February 27, 1981, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3388, folio 762, was conveyed by John Baumgarten and Donna Baumgarten unto Woodrow S. Hancock and Cheryl L. Hancock, his wife.

Mailed to Secured Party

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

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 249370 recorded in  
Liber 466, Folio 434 on 10/18/83 at Circuit Court, A.A. County  
Date Location

1. DEBTOR(S):

Name(s) Marie D. Martini  
Michael J. Martini and Mary D. Martini  
c/o The Scuttlebutt Marina  
Address(es) 600 Cabana Boulevard, Deale, Maryland 20751

2. SECURED PARTY:

Name Maryland National Bank - Maureen Konschnik  
Address Church Circle Branch  
Annapolis, Maryland 21404

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

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

- 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.

Michael J. Martini  
Michael J. Martini  
Mary D. Martini / Marie  
Mary D. Martini

SECURED PARTY

Maryland National Bank  
By Maureen Konschnik  
Maureen Konschnik, Asst. Vice President  
(Type, Name and Title)

RECORD FEE 10.00  
POSTAGE .50  
#35724 0237 R02 T14:40  
SEP 4 86

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

RECEIVED  
CIRCUIT COURT, A.A. COUNTY

1986 SEP -4 PM 3:36

E. AUBREY COLLISON  
CLERK

10.00  
-50

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

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

This Statement refers to original Financing Statement, Identifying File No. 249371 recorded in  
Liber 466, Folio 435 on 10/18/83 at Curcuit Court, A.A. County  
Date Location

1. DEBTOR(S):  
 Name(s) Michael J. Martini and Marie D. Martini  
 Address(es) c/o The Scuttlebutt Marina f/k/a GATES MARINA INC.  
600 Cabana Boulevard, Deale, Maryland 20751

2. SECURED PARTY:  
 Name Maryland National Bank - Maureen Konschnik  
 Address Church Circle Branch  
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. \_\_\_\_\_

*Info for  
Gates  
Marina  
Inc  
signature  
attached*

9. SIGNATURES.

Michael J. Martini  
Michael J. Martini  
Mary D. Martini / Marie  
Mary D. Martini

SECURED PARTY  
Maryland National Bank  
By Maureen Konschnik  
Maureen Konschnik, Asst. Vice President  
(Type, Name and Title)

RECORD FEE 10.00  
POSTAGE .50  
#35725 0237 R02 T14:40  
SEP 4 86

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



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP -4 PM 3:36

E. AUBREY COLLISON  
CLERK

*10.00 .75*

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

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

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

RECORD FEE 11.00  
POSTAGE .50  
SEP 4 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 & Loan Association of certain lease payments under certain True Lease Assignment dated 8-1-86, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # 681170 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 August 21, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*[Signature]*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*[Signature]*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

CLERK  
CIRCUIT COURT  
ANNE ARUNDEL COUNTY

1986 SEP -4 PM 4:05

E. AUBREY COLLISON  
CLERK

Filed with Anne Arundel County

1100

STAR/DR'S/ANSWER

1212

GRAHAM P. & LINDA R. FIELDING, PARTNERS  
D/B/A OFFICE SERVICES AND DOCTORS ANSWERING

EQUIPMENT LIST

BOOK 502 PAGE 271

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	StarTel System 2050
1	Recommended Spares: ACD
1	·CPU
1	LSI Terminal
1	System Cabinet
1	Operator Consoles
2	Series 2000 Call Distributor Unit
1	System Spares Kit Consisting of :(ACD)
1	"
	1 - CPU Board      2 - Generator Board
	3 - Truck Card     4 - Power Card
1	ID Module

TRANS-AMERICAN LEASING CORPORATION

BY:

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION

BY:

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 8/1/86 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. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

RECORD FEE 11.00  
POSTAGE .50  
TOTAL FEE 11.50  
SEP 1 1986

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
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)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 3, 1986, Schedule # 01(R) dated July 3, 1986 between Assignor as Lessor and LEASE ACCOUNT # 683070 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 August 21, 1986 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. Sacco III  
(Signature of Debtor)

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

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

\_\_\_\_\_  
Type or Print Above Name on Above Line

RECORDED  
SEP 1 1986  
ANNE ARUNDEL COUNTY

1986 SEP -4 PM 4:05  
E. AUBREY COLLISON  
CLERK

Filed with Anne Arundel County

11.50

TA/ YANG

12.14

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	DH-630QZ-DA, MVII-Q-2 Preconfigured 220 Volt System
	-Dec CPU
	-2MB Dec. Memory
	-BA23 backplane & Box
	-RD53-71MB Disc Drive
	-RQDX2-Disk Controller
	-TK50 Cartridge Tape Drive
	-TQK50 Tape Controller
1	QZ002-C5, Micro VMS 1-8 User License
1	QZ0Q2-5, Micro VMS Media and Doc.
2	M990, Gipher Tri-Density Tape Drive
2	M2298, Fujitsu 671-MB Disk Drive
1	QD32- Emulex Disk Controllerwith Vax/Um Software
1	TC03, Emulex Tape Coupler with TS11 Driver Software
1	D9642-CA, Trimm 40" Systems Cabinet
1	D9610-CA, Trimm 30" Systems Cabinet
2	D877-B, Trimm 240 Volt 12 Amp Power Controller
2	SU6301101-10, A&B Disk Cable Set - 10 Foot
2	TU1211201-10, Tape Cable Set - 10 foot
1	BNO2A-2E, Microvax Power Cord

Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro III

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

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: William J. Ottey

TITLE: William J. Ottey, Exec. Vice-Pres.

TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

NOT TO BE

NOT SUBJECT TO

\$ \_\_\_\_\_

FINANCING STATEMENT

CLIFFORD R. PHELPS

Name or Names—Print or Type

4447 MOUNTAIN ROAD PASADENA AA. Md. 21122  
Address—Street No., City - County State Zip Code

1. Debtor(s):

IRENE S. PHELPS

Name or Names—Print or Type

4437-1 MOUNTAIN RD. PASADENA, AA. Md. 21122  
Address—Street No., City - County State Zip Code

2. Secured Party:

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

Name or Names—Print or Type

# 7711 QUANTENFIELD RD GLEN BUNNIE AA Md. 21061  
Address—Street No., City - County State Zip Code

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

1 - FIATALLIS 545 B LOADER  
SN # 21C-6719

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:

Clifford R. Phelps  
(Signature of Debtor)

Clifford R. Phelps  
Type or Print

Irene S. Phelps  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print

IRVINGTON FEDERAL SAVINGS & LOAN ASSOC  
(Company, if applicable)

William J. Ottey E.V.P.  
(Signature of Secured Party)

WILLIAM J. OTTEY E.V.P.  
Type or Print (Include title if Company)

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

Name and Address IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
7711 QUANTENFIELD RD  
GLEN BUNNIE, Md. 21061

Lucas Bros. Form F-1

RECEIVED FOR RECORD  
CIRCUIT COURT T.A.A. COUNTY  
1986 SEP -4 PM 4:05  
E. AUBREY COLLISON  
CLERK

1750



Mailed to Secured Party

AACo.

71000031

BOOK 502 PAGE 275

203635

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 \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
 Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
 Address 7711 Quarterfield Road  
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)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated April 7, 1986, Schedule # 02, dated July 8, 1986 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 August 21, 1986 between Assignor and Assignee:

PER ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

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

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

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

TRANS-AMERICAN LEASING CORPORATION  
 \_\_\_\_\_  
 (Signature of Debtor)

Frank J. Sarvo, III., Exec. V.P.  
 \_\_\_\_\_  
 Type or Print Above Signature on Above Line

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

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, Exec. V.P.  
 \_\_\_\_\_  
 (Signature of Secured Party)

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

RECEIVED FOR RECORD  
 CIRCUIT COURT, ANNE ARUNDEL COUNTY  
 1986 SEP -4 PM 4:05  
 E. AUBREY COLLISON  
 CLERK

Filed with Anne Arundel County

1150

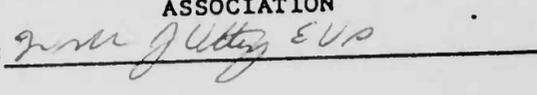
ITC2

1213

EQUIPMENT LISTQuantityDescription

1 (one)	HP Laser Printer
	TOP PUBLISHING SYSTEM:
1 (one)	Mac Plus
1 "	Laser Writer Plus
1 "	MacPublisher II
1 "	MS-Word
1 "	MacLightning
1 "	AppleTalk conn kit
1 "	AppleTalk system conn kit
1 "	800K External Drive
1 "	HD20 20MB Hard Disk (Apple) rev. 2
4 (four)	WOA 40 including: 512K RAM, DUAL FLOPPY, MONITOR AND KEYBOARD, and WANG WORK PROCESSING
3 (three)	WANG PM015 (40cps)
4 (four)	WANG SPEEL VERIFIER
1 (one)	WANG PRINTER DRIVER FOR LASER PRINTER
3 (three)	WANG SSF-40 SINGLE SHEET FEEDERS

TRANS-AMERICAN LEASING CORPORATION

BY: IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATIONBY: 

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

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
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)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated June 1, 1986, Schedule # n/a, dated n/a between Assignor as Lessor and LEASE ACCOUNT # 684060 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 August 1, 1986 between Assignor and Assignee:

See Attached Equipment List

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]  
(Signature of Debtor)

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

Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

Chlcft

RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY  
1986 SEP -4 PM 4:05  
E. AUBREY COLLISON  
CLERK

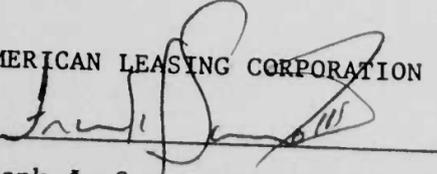
11/80

EQUIPMENT LIST

1	T-1200 HD s/n 117341
1	VM-3 Monochrome Monitor s/n 020072
1	Dual Display Graphics Adapter
1	MS DOS Basic
1	Quartet
1	DMP430
1	Printer Cable
1	Power Backup Supply
1	Word Perfect
1	PFS: Plan
1	On Site Service Agreement

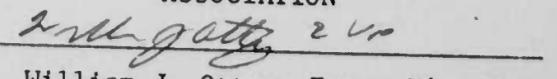
Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: 

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

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION

BY: 

TITLE: William J. Ottey, Exec. Vice-Pres.

263637

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

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

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
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)  
To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 6/30/86, Schedule # 01, dated 6/30/86 between Assignor as Lessor and LEASE ACCOUNT # 680360 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 8/18/86 between Assignor and Assignee:

See attached equipment list

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)

TRANS-AMERICAN LEASING CORPORATION  
*Frank J. Sarro, III*  
(Signature of Debtor)

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

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

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

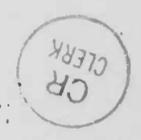
*William J. Ottey*  
(Signature of Secured Party)

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

Filed with Anne Arundel County

KNG Dst

RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY  
1986 SEP -4 PM 4:05  
E. AUBREY COLLISON  
CLERK



1150

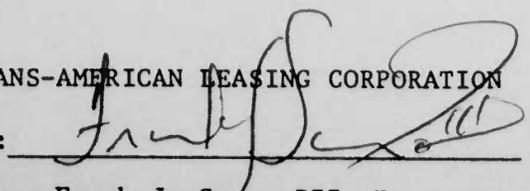
EQUIPMENT LIST

BOOK 502 PAGE 280

1	5340-E35	CPU 128K Memory, Magazine Diskette Drive, 128MB Disk s/n 40377
1	FC 2500 3701	Comm Adapter EIA Adapter
3	5251-011	Display Station s/n Q4890, Q4891, Q5277
1	1181-P	I-O Executive Workstation w/Printer Port s/n 86011073PA

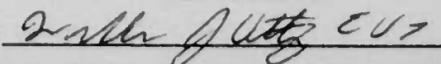
Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: 

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

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION

BY: 

TITLE: William J. Ottey, Exec. Vice-Pres.

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

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

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
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)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 24, 1986, Schedule # 01, dated 7/30/86 between Assignor as Lessor and LEASE ACCOUNT # 684270 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 August 18, 1986 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. Sarno, III*  
(Signature of Debtor)

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

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey, Exec. V.P.*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

HrTrmrs

1150

RECEIVED FOR RECORD  
SEP 11 1986  
ANNE ARUNDEL COUNTY

1986 SEP -4 PM 4:05

E. AUBREY COLLISON  
CLERK

CR  
CLERK

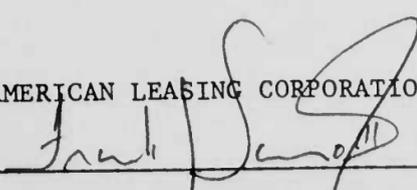
HAIR TRIMMERS, INC.  
SCHEDULE 01

BOOK 502 PAGE 282

EQUIPMENT LIST

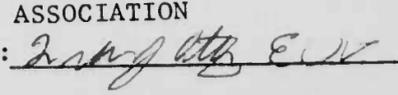
<u>QUANTITY</u>	<u>DESCRIPTION</u>
18	2100 Hydraulic Chairs BP-237-C Maroon
9	2100 Dryer Chairs with Super Hair Dryer
3	Manicuring Stools
4	3100 Belvedere Shampoo Bowls
4	Rona Shampoo Chairs
1	Shampoo Station
3	New Shampoo Bowl Bottoms
3	Back to Back Styling Stations
1	Reception Desk
2	Display Units
3	Wall Stations
3	Cabinets for Facial and Makeup Room
1	Coffee Cabinet
3	Chemical Stations
3	Pella Doors
2	Cabinets in Dispensary

TRANS-AMERICAN LEASING CORPORATION

BY: 

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

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION

BY: 

TITLE: William J. Ottey, Exec. V.P.

Mailed to Secured Party

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

BOOK 502 PAGE 283

DATE: August 19, 1986

203633

( X ) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR(s): James A. Weller

RECORDED 11.00  
INDEXED .50  
ANNAPOLIS MD 7/14/86  
AP 4 84

ADDRESS: 310 Ciddings Ave.  
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:

IBM AT Computer Serial Number 5179746  
IBM Color Monitor Serial Number 0116897  
Huston Instruments Plotter "D"

RECEIVED FOR RECORD  
COURT HOUSE, ANNAPOLIS, MD  
1986 SEP -4 PM 4:06  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

DEBTOR(S):

X James A. Weller, Jr  
James A. Weller, Jr

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: Robert Mann  
(Authorized Signature)

Robert Mann, Commercial Loan 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.)

150

FINANCING STATEMENT

DATE: August 27, 1986

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR(s): TSC, Corporation

ADDRESS: 1820 Milvale 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:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

RECORDED 11.00  
POSTAGE .30  
ASSISTANT CLERK T14127  
SEP 4 1986

CR  
CLERK  
RECEIVED FOR RECORD  
CIRCUIT COURT FOR ST. MARY'S COUNTY  
1986 SEP -4 PM 4:06  
E. AUBREY COLLISON  
CLERK

DEBTOR(S) :

TSC, Corporation

by: Eugene F. Piscitelli  
Eugene F. Piscitelli, President

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: Paul R. O'Connell  
(Authorized Signature)  
Paul R. O'Connell, Vice President  
(Type Name and Title)

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

Mailed to Secured Party

1150.

263641

BOOK 502 PAGE 285

### 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) Raymond and Carole McGarvey Address(es) 8317 Persimmon Tree Road  
Bethesda, Maryland 20817

6. Secured Party Maryland National Bank Address 6100 Executive Blvd., Suite 500  
Rockville, Maryland 20852  
Attention: Carolyn Hall/Pam Brazis  
(Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

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

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

Raymond C. McGarvey (Seal)  
Raymond C. McGarvey  
Carole A. McGarvey (Seal)  
Carole A. McGarvey  
Carole A. McGarvey (Seal)

Secured Party  
Maryland National Bank  
Carolyn Hall (Seal)  
Carolyn Hall, Assistant Vice President  
Type name and title

RECORD FEE 15.00  
FILING FEE 1.50  
ANNE ARUNDEL COUNTY  
SEP 4 1986



RECEIVED FOR RECORD  
CIRCUIT COURT, ANN. COUNTY  
1986 SEP -4 PM 4:06  
E. AUBREY COLLISON  
CLERK

1850

ASSIGNMENT OF CONTRACT

In consideration of financial accommodations made or to be made to or at the request of RAYMOND C. MCGARVEY, JR. and CAROLE A. MCGARVEY, located at 8317 Persimmon Tree Road, Bethesda, Maryland 20817 (hereinafter together referred to as the "Obligor"), by MARYLAND NATIONAL BANK (hereinafter called the "Bank"), as collateral security for any and all liabilities and obligations of the Obligor to Bank, whether now existing or hereafter created or arising, direct or indirect, matured or unmatured, and whether absolute or contingent, joint, several, or joint and several, and no matter how the same may be evidenced or shall arise (all of which are hereinafter collectively called the "Obligations"), RAYMOND C. MCGARVEY, JR. (hereinafter, called the "Undersigned") hereby:

1. Sells, transfers, sets over, assigns and grants to Bank a security interest in all of the Undersigned's right, title and interest in and to the contract hereinafter described: (to an amount of \$200,000) *R M*

That certain Agreement by and between Raymond C. McGarvey as Seller and IHP Limited Partnership as Buyer, dated October 29, 1985 for the sale by Seller of that unimproved ground owned by Seller, described on an Exhibit A attached hereto and made a part hereof by this reference, to Buyer in fee simple, subject to the terms, provisions, and conditions provided for therein, and for an agreed upon purchase price of Two Hundred Thousand Dollars (\$200,000.00),

together with all extensions, renewals and modifications thereof, and all liens, guarantees, securities, rights, remedies and privileges pertaining to the foregoing, together with all cash and non-cash proceeds of the rights and interests so assigned, including all accounts receivable arising from the Undersigned's performance under any assigned contract.

2. Agrees that at any time, in Bank's sole discretion, whether or not the Obligor is then in default under any of the documents creating or evidencing the Obligations, Bank may and is hereby authorized and empowered by the Undersigned to: (a) require the Undersigned to notify, or may itself notify, either in its own name or in the name of the Undersigned, or otherwise, any account debtor, or obligor(s) under the assigned contract of the fact of the Assignment; (b) request in its name, in the name of the Undersigned, or in the name of a third party, confirmation from any such account debtor of the amount shown by the Undersigned's books and records to be payable or any other matter stated therein; (c) demand, collect or compromise any and all sums which are now or may hereafter become due and owing upon assigned contract; (d) enforce payment of assigned contract either in its own name or in the name of the Undersigned; and (e) endorse and collect in the name of the Undersigned any instruments tendered or received in payment of the accounts receivable arising from such assigned contract; and, to this end, the Undersigned hereby irrevocably appoints and constitutes Bank, or any of Bank's agents designated by Bank to so act, its true and lawful Attorney-in-Fact to act as fully as the Undersigned could itself act but for the execution and delivery by the Undersigned of this Assignment; but under no circumstances shall Bank be under any duty to act in regard to any of the foregoing matters. The costs of such collection, including Bank's reasonable attorney's fees and out-of-pocket expenses, shall be borne by the Undersigned, whether suit be brought or not.

3. Warrants and represents to Bank that: the contract assigned hereby is genuine and enforceable; all signatures, names, addresses, amounts and other statements of fact contained therein are true and correct; the transactions involving or underlying the assigned contract conforms in all respects to all applicable laws and regulations and, if filing or recording of any financing statements relating thereto is required or permitted by law, financing statements have been so filed and recorded as to be effective and perfected against all persons; the Undersigned will promptly comply with all of its warranties and other obligations to the account debtor; no account debtor has any claim, defense or offset with respect thereto; such contract is not subject to any prior assignment, claim, lien or security interest, and the Undersigned shall not make further assignment thereof or create any further security interest therein, nor permit its rights therein to be reached by levy, garnish-

ment or other judicial process, without the prior written consent of Bank; and that the Undersigned does not have any knowledge or notice of any adverse financial circumstances, insolvency, or bankruptcy of the account debtor.

4. Covenants that the Undersigned will keep and maintain, at its own cost and expense, satisfactory and complete records relating to the contract hereby assigned, and agrees that the Bank shall have access to such books and records at all reasonable times until all Obligations secured hereby shall have been fully paid and this Assignment shall have been terminated.

5. Undersigned further agrees that:

a. All payments received by Bank pursuant hereto shall be applied when the funds are available against the principal and/or interest of the Obligations, the order and method of such applications to be in the sole discretion of Bank. Any portions of the payments received by Bank which Bank elects not to so apply shall be paid over to the Undersigned, or may be held by Bank as collateral security for payment of the Obligations, in Bank's sole discretion. Any payments arising from the assigned contract received by the Undersigned will be promptly paid over to Bank.

b. This Assignment may not be changed orally and shall continue in full force and effect for so long as the Undersigned or the Obligor shall be indebted to Bank, and thereafter until Bank shall have actually received written notice of the termination hereof from the Undersigned and until all of the Undersigned's or Obligor's Obligations to Bank incurred or contracted before receipt of such notice shall have been paid in full.

c. This Assignment shall be governed in all respects by the laws of the State of Maryland and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Undersigned has set its hand and seal hereunto this 30th day of Jan, 1986.

WITNESS:

Charles A. McGarvey

ASSIGNOR:

Raymond C. McGarvey, Jr. (SEAL)  
RAYMOND C. MCGARVEY, JR.

Edward J. Honan

MARYLAND NATIONAL BANK

By: Carolyn M. Hall (SEAL)  
Carolyn M. Hall,  
Assistant Vice President

BOOK 502 PAGE 288

EXHIBIT A  
TO ASSIGNMENT OF CONTRACT  
BY RAYMOND C. MCGARVEY, JR.  
TO MARYLAND NATIONAL BANK, DATED ~~DECEMBER~~ 30, 1985. <sup>CH</sup>  
*Raymond C. McGarvey* *RM*

---

BEGINNING for the second at an iron pipe now set at the intersection of the northernmost side of the former State Road to Laurel with the westernmost side of the County Road known as the Old Annapolis Road; said beginning being distant North 88 degrees 03 minutes 40 seconds West 15.61 feet from the beginning of the conveyance by Charles H. Stanley to Charles A. Bechtold and wife by Deed dated March 24, 1924, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.N.W. No. 86, folio 307; thence leaving said beginning point so fixed and said Old Annapolis County Road and running with the northernmost side of said Laurel Road North 88 degrees 03 minutes 40 seconds West 644.64 feet to an iron pipe now set; thence leaving said Laurel Road and running with the closing line of the conveyance by Anna B. Smallwood to George D. Quigley by Deed dated March 28, 1935, and recorded among the Land Records of Anne Arundel County in Liber F.A.M. No. 137, folio 310, as now surveyed, North 11 degrees 42 minutes 20 seconds East 1352.20 feet to an iron pipe now set at the beginning of said line; said pipe being distant South 11 degrees 42 minutes 20 seconds East 47.09 feet from a boundary stone found in a fence corner, said stone having been used as a property corner in the survey for the conveyance from Windom Miller and wife to the Maryland State Fair, Incorporated; thence leaving said conveyance to George D. Quigley and running still with the outline as now surveyed, North 87 degrees 51 minutes 30 seconds East 201.93 feet to a pipe now set, North 75 degrees 51 minutes 30 seconds East 330.0 feet to a pipe now set at the end of the North 45 degrees 15 minutes West 31.5 perch line of the conveyance by Emanuel L. Erickerd to Armea C. Ahern, by Deed dated August 5, 1875, and recorded among the Land Records aforesaid in Liber S.H. No. 9, folio 354; thence running reversely with part of said line, as now surveyed, South 42 degrees 25 minutes 30 seconds East 309.05 feet to an iron pipe now set on the westernmost side of said Old Annapolis County Road, distant North 42 degrees 25 minutes 30 seconds West 210.7 feet from a boundary stone found at the beginning of the said line and also distant North 42 degrees 25 minutes 30 seconds West 20.95 feet from the end of the South 45 degrees 15 minutes East 330 foot line described in the Deed to Charles H. Stanley but omitted in the Deed by Charles H. Stanley to Charles Bechtold and wife; thence leaving said outline and running with the westernmost side of said County Road (30 feet wide) South 3 degrees 24 minutes 40 seconds West 156.3 feet, South 22 degrees 35 minutes 10 seconds West 215.05 feet, South 26 degrees 03 minutes West 232.43 feet, South 12 degrees 11 minutes 40 seconds West 409.13 feet, South 18 degrees 01 minutes 40 seconds West 255.16 feet to the place of beginning. Containing 22.05 acres, more or less.

Mailed to Secured Party

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

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

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement Liber 494 200308  
Date of Filing 1-30-86 Record Reference Page 250  
Maturity date (if any) .....

Name(s) of Debtor(s) or assignor(s)	No.	Street	City	State
<small>(Last Name First)</small> <u>BACHMAN, RICHARD C.</u>	<u>1804</u>	<u>SAUNDERS WAY,</u>	<u>GLEN BURNIE,</u>	<u>MD.</u>
<u>PATTERSON, NORA, LEE</u>				

Name of Secured Party or assignee	No.	Street	City	State
<u>Griffith Consumers Co.</u>	<u>2510</u>	<u>Schuster Dr.</u>	<u>Cheverly,</u>	<u>MD.</u>

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

RECEIVED FOR RECORD  
 CLERK  
 CIRCUIT COURT T.A.A. COUNTY  
 1986 SEP -4 PM 4:11  
 E. AUBREY COLLISON  
 CLERK

Debtor(s) or assignor(s)

Griffith Consumers Company (Seal)  
(Corporate, Trade or Firm Name)

Lawrence M. Dennis  
Signature of Secured Party or Assignee

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

(Type or print name under signature)

Mailed to Secured Party

1050

1050

FINANCING STATEMENT

203642

BOOK 502 PAGE 290

- 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)  
 Video Magic Partnership, a 9105 M All Saints Road, Laurel, MD 20707 \*  
 Maryland Limited Partnership Joseph Square Village Center, Columbia MD 21044  
 (Debtor(s) Continued on Schedule A) 9105 H. All Saints Road, Laurel, MD 20707  
 (Addresses continued on Schedule A)

6. Secured Party Address  
 Equitable Bank, National Association 100 S Charles Street  
 Attention: Anita E. Sleater Baltimore, MD 21201  
 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: \_\_\_\_\_

Debtors Video Magic Partnership, a  
 Maryland Limited Partnership (Seal)

By: [Signature] (Seal)  
 Kurt O'Neill, General Partner

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

\* This address applies to all Debtors.

Form 609 (7-82)

RECEIVED FOR RECORD  
 CLERK  
 1986 SEP -4 PM 4:09  
 E. AUBREY COLLISON  
 CLERK

CR  
 CLERK

23 SW

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

SCHEDULE A

BOOK 502 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 Video Magic Partnership, Video Magic VI Limited Partnership, Video Magic VIII, Limited Partnership, Video Magic V, Limited Partnership, Video Magic VII, Limited Partnership and Video Magic IV, Limited Partnership.

5. Debtor(s) Name(s)	Adresse(s)
Video Magic IV, Limited Partnership	Village Green Center, Rt. 40 Ellicott City, MD 21043 Whiskey Bottom Center, All Saints Rd. Laurel MD Seabrook Shopping Center, Seabrook, MD
Video Magic VII, Limited Partnership	342 A Ritchie Highway, Severna Park, MD 21146
Video Magic V, Limited Partnership	6400 Baltimore National Pike, Suite 140 A Baltimore, MD 21228
Video Magic VIII, Limited Partnership	2657 D Old Annapolis Rd., Hanover, MD 21076
Video Magic VI, Limited Partnership	9338 Baltimore National Pike, Ellicott City MD 21043 8630 C80 Guildford Rd., Columbia, MD 21046 13344 Laurel-Bowie Road, Laurel MD 20708
Whiskey Bottom Liquors, Inc.	9150 N All Saints Road, Laurel MD 20707

Debtors

Video Magic IV, Limited Partnership

By: [Signature] (Seal)  
Kurt O'Neill, General Partner

Video Magic VII, Limited Partnership

By: [Signature] (Seal)  
Kurt O'Neill, General Partner

Video Magic V, Limited Partnership

By: [Signature] (Seal)  
Kurt O'Neill, General Partner

Video Magic VIII, Limited Partnership

By: [Signature] (Seal)  
Kurt O'Neill, General Partner

Video Magic VI, Limited Partnership

By: [Signature] (Seal)  
Kurt O'Neill, General Partner

Whiskey Bottom Liquors, Inc.

By: [Signature] (Seal)  
Charles H. Ernest, President

By: [Signature] (Seal)  
Paul W. Pfeiffer, Sec. Treasurer

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

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 8/7/86 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. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
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)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated May 29, 1986, Schedule # 01, dated June 12, 1986 between Assignor as Lessor and LEASE ACCOUNT # 689250 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 August 7, 1986 between Assignor and Assignee:

See Attached Equipment List

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]  
(Signature of Debtor)  
Howard D. Siegel, President

Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

RECEIVED FOR RECORD  
CIRCUIT COURT, ANN. COUNTY  
1986 SEP -4 PM 4:09  
E. AUBREY COLLISON  
CLERK

Filed with Anne Arundel County

1150

1205

EQUIPMENT LIST

BOOK 502 PAGE 293  
Schedule 01

<u>Quantity</u>	<u>Description</u>
1	Qantel System 45 - Computer System with 256K of Memory
1	Model # 3241 - 75MB Disc Drive
4	Model VT3 - Video Work Stations
1	Model 4807 Workstation Controller
1	Model 5180-12 Printer Controller
1	5264 Model - 1/4" Cartridge Tape Drive
1	Model 4350 - 180 CPS NLQ Printer
1	Model 4257 - Printer Stand
2	Modem UDS 212 A/D
1	Model 5180-10 System Printer Controller
1	Model 5090-2 - 300LPM Matrix Line Printer with stand
1	Model 5096-5 - Bar Code Graphics Option

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION      TRANS-AMERICAN LEASING CORPORATION

BY: William J. Ottey

BY: Howard D. Siegel

TITLE: William J. Ottey, Exec. V.P.

TITLE: Howard D. Siegel, President

Mailed to Secured Party

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

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

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 Medicus  
(Signature of Debtor)

T. WYATT MEDICUS  
Type or Print

Director of Finance  
(Signature of Debtor)

Type or Print

Builders Leasing Co Partner  
(Company, if applicable)

PHILIP FRIEDMAN, Treasurer  
(Signature of Secured Party)

Philip Friedman  
Type or Print (Include title if Company)

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

Name and Address \_\_\_\_\_  
Lucas Prod. Form F-1

RECEIVED FOR RECORDING  
CIRCUIT COURT - BALTIMORE COUNTY  
1986 SEP -4 PM 4:09  
E. AUBREY COLLISON  
CLERK

Exhibit A

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.

<u>Manufacturer</u>	<u>Quantity</u>	<u>Description</u>
CGR	1	IBIS III Radiographic/Fluoroscopic Diagnostic X-Ray System
CGR	1	Hyperlux High Contrast Image System
CGR	1	Vidilux 525L TV Camera
CGR	1	Interface

Mailed to Secured Part

113911

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Recordation Tax has been paid on the principal amount of \$130,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s): Thomas I. Baldwin Address(es): 647 Lakeland South  
Severna Park, MD 21146

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

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 27, 1986 from Debtor(s) to Stephen F. Beckenholdt and Lawrence J. Grady, Jr., Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

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

Debtor(s):  
*Thomas I. Baldwin* (SEAL)  
Thomas I. Baldwin  
\_\_\_\_\_  
(SEAL)

Secured Party:  
MARYLAND NATIONAL BANK  
By: *Patricia A. Hicks* (SEAL)  
Patricia A. Hicks  
Assistant Vice President  
Type name and title

RECORD FEE 11.00  
POSTAGE .50  
#35693 0055 102 112455  
SEP 4 86



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

11/30/86

All that parcel or parcels of real property located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

Beginning for the same at a point on the Southwest side of Ridgely Avenue, formerly known as West Annapolis Avenue, at the distance of 1202½ feet from the South corner of said Ridgely Avenue and Wilson Road, and running thence, with the Southwest side of Ridgely Avenue, South 39 degrees East 100 feet to the division line of the lot of ground heretofore conveyed to George Rodgers, Jr. and wife, by Clarence A. Beardmore and wife, by deed dated February 19, 1932, and recorded among the Land Records of Anne Arundel County in Liber FSR 94, folio 247; thence with the division line of said property and the property hereby conveyed, South 51 degrees West 363 feet to the division line of Lot 15, Block 8, on the Plat hereinafter referred to; thence with said division line, North 39 degrees West 100 feet; thence North 51 degrees East 363 feet to the Southwest side of Ridgely Avenue and the place of beginning. The improvements thereon are known and designated as 613 Ridgely Avenue, Annapolis, Maryland.

Being part of Lot 14, Block 8 on the Plat of "Cove of Cork Farm" which was formerly recorded among the Plat Records of Anne Arundel County in Plat Book GW 1, Section 2, folio 82, and now recorded in Plat Book 13, folio 14.

Mailed to Secured Party



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 CHARLES C. HOLMAN, 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.

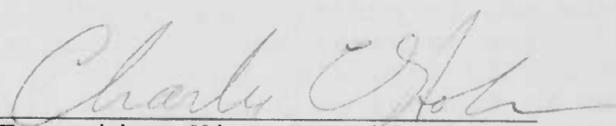
DEBTOR:

BLACK & SONS OF  
CHARTWELL, INC.

BY 

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS  
& LOAN ASSOCIATION

By 

Executive Vice-President

BSFS1206.176 B1

SCHEDULE A

All that plot of ground in Anne Arundel County, Maryland, being known and designated as:

BEGINNING for the same at an iron pipe found South 17 degrees 56 minutes 00 seconds West 162.83 feet from an iron pipe marking the Northernmost corner of Lot 17, Block C, as shown on a subdivision plat recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 5, folio 40; thence binding on part of the West lot lines of Lots 17 and 19 (1) South 17 degrees 56 minutes 00 seconds West 105.00 feet, thence binding reversely on the Southeast prolongation of the North 75 degrees 34 minutes West 191.67 foot line and on the first or North 75 degrees 34 minutes West 42.26 foot line as described in a deed of trust by Howard W. and Helen M. Wheeler recorded among the Land Records of Anne Arundel County, Maryland in Liber 1373, folio 320 (2) North 75 degrees 34 minutes 00 seconds West 263.98 feet thence binding on the Southeast side of a Drainage Easement 20 feet wide and also being the Northwest side of the herein described parcel, (3) North 46 degrees 19 minutes 30 seconds East 137.73 feet, thence binding on the new line of division between parcels of 0.56 acres  $\pm$  and 0.59 acres  $\pm$  of land, (4) South 72 degrees 04 minutes 00 seconds East 198.02 feet to the point of beginning. Containing 0.59 acres of land, more or less.

TOGETHER with a use in common access right of way, twenty feet (20') wide, providing ingress and egress from a parcel of land 0.59 acres  $\pm$  to Hatton Drive, said right of way located on and through a parcel of land of 0.56 acres  $\pm$  being adjacent and parallel to the South 17 degrees 56 minutes 00 seconds West 162.83 foot line being the East boundary line of said 0.56 acres  $\pm$  parcel;

ALL as shown on plat recorded in Liber WGL 2627, folio 312.

Mailed to:

THE MONUMENTAL TITLE CO.  
Monumental Title Bldg.  
BOSTON PARK, IND. 21148

263616

CLERK  
E. AUBREY COLLISON

1986 SEP -5 AM 11:25

FINANCING STATEMENT

RECEIVED FOR RECORD  
ANNAPOLIS FEDERAL SAVINGS AND  
LOAN ASSOCIATION

This Financing Statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland for filing pursuant to the Uniform Commercial Code.

NAME OF DEBTOR

ADDRESS

- 1. SSM PARTNERSHIP, a Maryland General Partnership 410 Severn Avenue Annapolis, Maryland 21403

NAME OF SECURED PARTY

ADDRESS

- 2. Annapolis Federal Savings and Loan Association 140 Main Street Annapolis, Maryland 21401

- 3. This Financing Statement covers the following items of property:  
All fixtures and equipment located at subject property, 120 N. MD. Route #3, Millersville, Maryland.
- 4. This Financing Statement is not subject to a Recordation Tax.
- 5. This Financing Statement is intended to evidence among the Financing Records the encumbrance of the items listed herein by a deed of trust from the aforesaid debtors securing the aforesaid secured party, dated August 14, 1986 and recorded simultaneously herewith (or prior hereto) among the Land Records of Anne Arundel County, Maryland.

EXECUTED THIS 14th day of August, 1986.

RECORD FEE 16.00  
POSTAGE .50  
#35894 0237 R02 T11:13  
SEP 5 86

DEBTORS:

WITNESS:

Be. Michael  
as  
to  
all  
1

SSM PARTNERSHIP, a Maryland General Partnership

- By: J. Kent McNew (SEAL)  
J. Kent McNew, Partner
- By: John W. Simmons (SEAL)  
John W. Simmons, Partner
- By: Leslie C. Simmons (SEAL)  
Leslie C. Simmons, Partner
- By: Janice D. Simmons (SEAL)  
Janice D. Simmons, Partner
- By: Cheryl A. Simmons (SEAL)  
Cheryl A. Simmons, Partner

SECURED PARTY:

ATTEST:

Thomas J. Flynn

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION

- By: Anthony H. deVeau (SEAL)  
Anthony H. deVeau, Sr. Vice President

Mailed to Secured Party

16.00  
.50



FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

If this statement is to be 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 Service Asphalt Co.  
Address 12211 MiddleBrook Rd., Germantown, MD 20874

2. SECURED PARTY

Name Elliott & Frantz, Inc.  
Address 450 East Church Road, King of Prussia, PA 19406

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

E-8731 "This is a Lease Transaction that Elliott & Frantz has a security interest in both the right to receive rental payments under the lease (and all other payments) and in the reversionary interest in the underlying equipment."

Sakai Model SW40  
Asphalt Roller  
s/n 30587

RECORD FEE 11.00  
RECORDED 301 708:37  
SEP 5 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)

*John K. Moore*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Charles F. Palmer, Jr.*  
(Signature of Secured Party)

Charles F. Palmer, Jr., Treasurer

Type or Print Above Name on Above Line

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP -5 PM 12:10

E. AUBREY COLLISON  
CLERK



Mailed to Secured Party

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

263619

Anne Arundel County

5. Debtor(s) Name(s) Address(es)  
 Nicto, Inc. 38 Clay Street  
 Annapolis, Maryland 21401

RECORDED FEE 11.00  
 RECORDED IN 350.00  
 FOR STATE .50  
 RECORDED WITH ROL TOB 355  
 SEP 5 86

6. Secured Party Address  
 First Federal Savings & Loan Association of Annapolis 1832 George Avenue  
 Annapolis, Maryland 21401  
 Attention: C. Partridge-Loan Clerk  
 (Type name & Title)

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

**XXXA. 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.

**XXXB. 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.

**XXXE. 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 Nicto, Inc.  
 By: Frank W. Scott, President (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY  
 1986 SEP -5 PM 12:10  
 (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the office and at the address set forth in paragraph 6 above. 2-2820 (3/85)

11-250 50  
 Mailed to Secured Party

CLERK  
 COLLISON

FINANCING STATEMENT

BOOK 502 PAGE 305

263805

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax. FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.
- 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) / Lessee

Address(es)

Kane Delivery Ltd.

1931 Lincoln Drive  
Annapolis, MD 21401

RECORD FEE 11.00  
POSTAGE .50  
123420 0777 001 108:56

6. Secured Party / Lessor

Address

Mt. Vernon Leasing, Inc., T/A Diversified Leasing

2024 West Street  
Annapolis, Maryland 21401

SEP 5 86

Attention: Margaret A. Bracone  
(Type name & Title)

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

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

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

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

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

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

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

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

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

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

Debtors Kane Delivery Ltd.  
Kenneth H. Smith  
Kenneth H. Smith (Seal)  
Vice President, Kenneth H. Smith (Seal)

RECEIVED FOR RECORD  
ANNAPOLIS, MARYLAND COUNTY (Seal)

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

2-2820 (3/85)

1986 SEP -5 PM 12:11  
E. AUBREY COLLISON  
CLERK

1150



**Diversified  
Leasing**

SCHEDULE A LEASE NUMBER 6096

1	1	Texas Instruments Business System Model 674A; WD800, 69 MB Storage, 512 KB RAM, 14.5 MB Tape Drive, Video Display Terminal(9)
2	1	Texas Instruments Expansion Memory Array, S545, 512 KB RAM
3	1	Texas Instruments 880DP Printer Kit
4	1	Fujitsu DX2100 Printer
5	1	DX10 Operating System
6	1	DATREX Real-Time Automated Messenger Service (RAMS) Program License
7	1	DATREX Scheduled Runs Program License
8	1	DATREX Dispatch Assistance Program License
9	1	DATREX Driver Settlement Program License
10	1	DATREX Dunning Letters Program License
11	1	DATREX Operation Statistics Program License
12	1	DATREX Service Operator Performance Program License
13	1	DATREX Client Analysis Program License
14	1	DATREX Accounts Receivable Program License

Mailed to Secured Party

*First Federal Building  
2024 West Street  
Annapolis, Maryland 21401*

*(301) 263-7795*

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): Aggregate Transport Corporation Address(es): 10 S. River Clubhouse Road Harwood, Maryland 20776

6. Secured Party: Maryland National Bank Address: Department: Church Circle  
 Attention: Debra L. Phipps Post Office Box 987, Mailstop 500-501  
 Baltimore, Maryland 21203  
 (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):
- 1. Aluminum oil tank attached to 1986 Mack Truck, Serial #1M2P140C3GA014875
  - 2. Aluminum oil tank attached to 1986 Mack Truck, Serial #1M2P140C4GA015145

Debtor: Aggregate Transport Corp. Secured Party: Maryland National Bank

By: David E. Gable (Seal) By: Debra L. Phipps (Seal)  
 Type name and title, if any. David E. Gable, President  
 By: Thomas S. Gooding (Seal) Debra L. Phipps, Branch Manger  
 Type name and title, if any. Thomas S. Gooding, Vice Pres.

11/50

207-95 REV. 1/86 MARYLAND NATIONAL BANK

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY  
 1986 SEP -5 PM 12:11  
 E. AUBREY COLLISON  
 CLERK



RECORD FEE  
 1.14  
 1.50  
 12/27/86 R01 709104  
 SEP 5 86

THIS SCHEDULE A IS ATTACHED TO AND MADE A PART OF  
A SECURITY AGREEMENT DATED August 5, 1986 BETWEEN  
MARYLAND NATIONAL BANK AND Aggregate Transport Corporation.

1. 1986 Mack Truck Model RD686SX  
Serial Number 1M2P140C4GA015145  
with attached aluminum oil tank
2. 1986 Mack Truck Model RD686SX  
Serial Number 1M2P140C3GA014875  
with attached aluminum oil tank

*R. B. Galt*  
*Thomas S. Harding*

Mailed to Secured Party

45.00

115

(Account No. 2516 ) Statement No. 241167  
Date: January 13, 1982 Financing Records, Liber \_\_\_\_\_, Fol. \_\_\_\_\_

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS: Linda Bradford  
Names: \_\_\_\_\_  
Address: 1833 Bowman Drive Annapolis Md. 21401

2. SECURED PARTY: USLIFE Credit Corporation  
Address: P. O. Box 532 Annapolis MD 21404

RECORD FEE 4.00  
RECORD TAX 7.00  
POSTAGE .50  
#4474 0217 002 108:39  
JAN 19 82

3. This Financing Statement covers the following types or items of property: (describe)  
Amount Secured \$ 1248.40  
1 Sofa, 2 Chairs, 3 Tables, 2 Lamps, 1 Rug, 1 Stove, 1 Refrig, 1 Washer, 1 Tables/4  
Chairs, 5 Beds, 4 Dressrs, 1 Chest, 1 Chair, 1 Lamp, 1 Mixer, 1 Toaster, 2 Radios  
1 T.V., 1 Sweeper

4. DEBTORS: /s/ Linda Bradford  
LINDA BRADFORD  
SECURED PARTY: USLIFE CREDIT CORPORATION  
By/s/ Rosco W. Merchant Manager

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1986 SEP -5 PM 12:11  
E. AUBREY COLLISON  
CLERK  
RECORD FEE 10.00  
RECORD TAX .50  
#2350 011 001 109:05  
SEP 5 86

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: August 18, 1986  
P/11-MD  
SECURED PARTY: USLIFE CREDIT CORPORATION  
By/s/ Kimberly A. Tilman

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1982 JAN 19 AM 11:11  
W. GARRETT LARRIMORE  
CLERK  
#5.50

10.50  
4.00 7.00 .50

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 053296

RECORDED IN LIBER 476 FOLIO 357 ON 8/14/84 (DATE)

1. DEBTOR

Name Marshall Hall & Gertrude A. Hall  
Address 7633 Old Telegraph Rd, Severn, MD 21144

2. SECURED PARTY

Name NORWEST FINANCIAL-727  
24 DEFENSE STREET - SUITE B  
Address ANNAPOLIS, MARYLAND 21401

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><input type="checkbox"/> <b>A. Continuation</b>.....</p> <p>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>B. Partial Release</b>.....</p> <p>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"/> <b>C. Assignment</b>.....</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><input checked="" type="checkbox"/> <b>D. Other: <u>termination</u></b>.....</p> <p>(Indicate whether amendment, termination, etc.)</p>

RECEIVED RE 10.00  
FEE .50  
22344 DT 7 R01 T09:05  
SEP 5 86



RECEIVED FOR RECORDS  
CIRCUIT COURT, BALTIMORE COUNTY

1986 SEP -5 PM 12:11

E. AUBREY COLLISON

Dated 08/18/86

Kimberly A. Tilman  
(Signature of Secured Party)

Kimberly A. Tilman  
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. 253303

RECORDED IN LIBER 476 FOLIO 364 ON 8/14/84 (DATE)

1. DEBTOR

Name Robert E. Marginot  
Address 7813 L. Brewster Dr., Glenburne, MD 21061

2. SECURED PARTY

Name NORWEST FINANCIAL-727  
Address 24 DEFENSE STREET - SUITE B  
ANNAPOLIS, MARYLAND 21401

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

RECORDED 10.00  
POSTAGE .50  
9/25/86 10:06  
SEP 5 86



RECEIVED FOR RECORD  
CIRCUIT COURT: A.A. COUNTY  
1986 SEP -5 PM 12:11  
E. AUBREY COLLISON  
CLERK

Dated 8/18/86

Kimberly A. Tilman  
(Signature of Secured Party)  
Kimberly A. Tilman  
Type or Print Above Name on Above Line

Mailed to Secured Party

1050

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253346

RECORDED IN LIBER 476 FOLIO 410 ON 8/15/84 (DATE)

1. DEBTOR

Name Ralph E. Steward Jr. & Glorcia Steward  
Address 7320 Tavenner Ln, Alexandria, VA 22306

2. SECURED PARTY

Name NORWEST FINANCIAL-727  
Address 24 DEFENSE STREET - SUITE B  
ANNAPOLIS, MARYLAND 21401

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

3. Maturity date of obligation (if any) \_\_\_\_\_

RECEIVED FOR RECORD CLERK 1984 SEP 5 PM 12:11 E. AUBREY COLLISON CLERK	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	10.00 .50 109.06 SEP 5 84
	C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <u>Termination</u> (Indicate whether amendment, termination, etc.)	

Dated 8/18/86

Kimberly A. Tilman  
(Signature of Secured Party)  
Kimberly A. Tilman  
Type or Print Above Name on Above Line

Mailed to Secured Party

1050

263651

BOOK 502 PAGE 313

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) LCP Plastics-North Carolina, Inc. Raritan Plaza II Raritan Center Edison, NJ 08837		2. Secured Party(ies) and address(es) Midlantic National Bank 200 Broadacres Drive Bloomfield, NJ 07003 (formerly 2 Broad St.)	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>241106</u> Filed with <u>Anne Arundel Co. (Md.)</u> Date Filed <u>January 12</u> 19 <u>82</u>		RECORDS FEE 10.00 #23444 0777 R01 T09:21 SEP 5 86	
5. <input checked="" type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input 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.			

No. of additional Sheets presented:

8/12/86 Midlantic National Bank  
 By: \_\_\_\_\_ By: [Signature] John J. Murphy, Vice Pres.  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party



RECEIVED FOR RECORD  
 CIRCUIT COURT I. A. COUNTY  
 1986 SEP -5 PM 12: 12  
 E. AUBREY COLLISON  
 CLERK

10-

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) Tridyn Industries, Inc. Old Highway 421 Colfax, North Carolina 27235	2. Secured Party(ies) and address(es) Midlantic National Bank 200 Broadacres Drive Bloomfield, NJ 07003 (formerly 2 Broad St.)	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 #23448077 #01 709422 SEP 5 86
4. This statement refers to original Financing Statement bearing File No. <u>241107</u> Filed with <u>Anne Arundel Co. (Md.)</u> Date Filed <u>January 12</u> 19 <u>82</u>		
5. <input checked="" type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input 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:

8/18/86 \_\_\_\_\_  
By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
By: [Signature] Midlantic National Bank  
John J. Murphy, Vice Pres.  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

1050



RECEIVED RECORD  
HARVARD COUNTY  
1986 SEP -5 PM 12:12  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

BOOK 502 PAGE 315

263896

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)  
EDGE, James Cary  
Lot C-11  
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

RECORD FEE 11.00

123450 CTTT 001 109:28

SEP 5 1986

5. This Financing Statement covers the following types (or items) of property  
The mobile home, manufactured by Skyline year 1976, model Homette, L 70, W 14, Serial # 03100692K, 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)

P. S. F. S.  
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 James Cary Edge  
Signature(s) of Debtor(s)

By Mobile Home Associates  
Arschel Martin  
Signature(s) of Secured Party(ies)

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

(Required only if Item 10 is checked)

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

Mailed to Secured Party



RECEIVED FOR RECORD  
CIRCUIT COURT, D.A. COUNTY

1986 SEP -5 PM 12:12

E. AUBREY COLLISON  
CLERK

STATE OF MARYLAND

263897

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 Foy, Wayne F. T/A W.F. Foy and Sons

Address 842 Swift Road Pasadena, MD 21122

RECORDED FEE 14.00  
POSTAGE .50  
#25431 0777 R01 TOP:29  
SEP 5 86

2. SECURED PARTY

Name Baltimore Mack Trucks, Inc.

Address 610 Nursey Road Linthicum, MD 21090

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

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Wayne F. Foy T/A W.F. Foy and Sons

Wayne F. Foy (owner)  
(Signature of Debtor)

Wayne F. Foy

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baltimore Mack Trucks, Inc.

Joe Merrick V.P.  
(Signature of Secured Party)

Joe Merrick V.P.

Type or Print Above Signature on Above Line



RECEIVED FOR RECORDS  
CIRCUIT COURT BY A.A. COUNTY  
1986 SEP -5 PM 12:12  
E. AUBREY COLLISON  
CLERK

14-50

Mailed to Secured Party

## 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 August 14, 1986, between Baltimore Mack Trucks, Inc., as Seller/Lessor/Mortgagee and Wayne F. Foy T/A W.F. Foy and Sons 842 Swift Road 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 \$ 95,664.00  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 14th day of AUGUST, 19 86

Baltimore Mack Trucks, Inc. (SEAL)  
(Seller/Lessor/Mortgagee)

By [Signature]

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

CONDITIONAL SALE CONTRACT NOTE

BOOK 502 PAGE 315

TO: Baltimore Mack Trucks, Inc. FROM: Wayne F. Foy T/A W.F. Foy and Sons  
 ("Seller") ("Buyer")  
610 Nursey Road Linthicum, MD 21090 842 Swift Road Pasadena, MD 21122  
 (Address of Seller) (Address of Buyer)

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

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks):  One (1) 1986 Mack Model RD686SX Tandem Dump Truck S/N 1MZP139C7GA014259 with 14' Steel Benson Body S/N 86-423	(1) TIME SALES PRICE .....	\$ 107,664.00
	(2) Less DOWN PAYMENT IN CASH .....	\$ 12,000.00
	(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$	-0-
	(4) CONTRACT PRICE (Time Balance) .....	\$ 95,664.00

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 842 Swift Road  
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 Ninety five thousand six hundred sixty four and 00/100\*\*\*\*\*  
 \*\*\*\*\* Dollars (\$ 95,664.00 )

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 14 day of SEPTEMBER, 19 86, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,993.00 and the final installment being in the amount of \$ 1,993.00

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 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: AUGUST 14 19 86 BUYER(S)-MAKERS(S):  
 Accepted Baltimore Mack Trucks, Inc. (SEAL) Wayne F. Foy T/A W.F. Foy and Sons (SEAL)  
 (Print Name of Seller Here) (Print Name of Buyer-Maker Here)  
 By: [Signature] By: Wayne F. Foy (owner)  
 (Witness as to Buyer's and Co-Maker's Signature) Co-Buyer-Maker: (SEAL)  
 (Print Name of Co-Buyer-Maker Here)  
 By: \_\_\_\_\_  
 (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

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

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

GUARANTORS-ENDORSERS SIGN HERE:

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

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

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

Date: \_\_\_\_\_, 19\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature

BOOK 502 PAGE 320

263893

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) Arthur Slade Regional School DBA: Arthur Slade Educare Center 124 Dogrey Rd. Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) BANC ONE LEASING CORPORATION Dept.0380 Columbus, OH 43271	For Filing Officer (Date, Time, Number, and Filing Office)
---	---	---

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

AT&T MERLIN 410 PHONE SYSTEM

5211677-001

RECORD FEE 12.00  
#23453 C777 R01 T09:31  
SEP 5 86

ASSIGNED TO: Bank One, Mansfield  
28 Park Avenue West  
Mansfield, OH 44902

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

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

Filed with Secretary of State of Maryland

Linda Shaeffer  
By: *Linda Shaeffer*  
Signature(s) of Debtor(s)  
Filing Officer Copy — Alphabetical

BANC ONE LEASING CORPORATION  
By: *Deanna Koch*  
Signature(s) of Secured Party(ies)

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

067-106-2930

12-

CR  
CLERK

RECEIVED FOR RECORD  
CIRCUIT COURT, S.A. COUNTY

1986 SEP -5 PM 12: 12

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

**NATIONAL CATHOLIC GROUP PURCHASING ASSOCIATION**

YOUR P.O. NUMBER 82203	INVOICE 07-17-86
---------------------------	---------------------

62

(DESIGNER'S BUILDING)  
2800 SUPERIOR AVENUE, ROOM 360  
CLEVELAND, OHIO 44114  
(216) 696-4811

YOUR ACCOUNT NUMBER IS

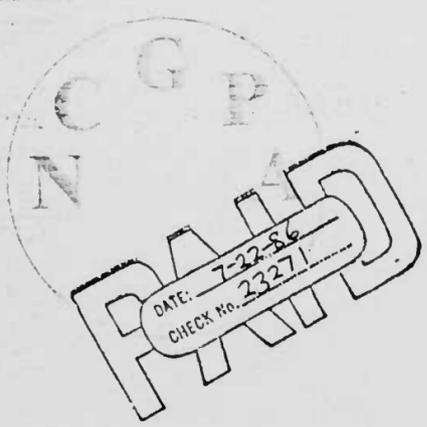
G  
P  
A

**BANC ONE LEASING  
QUICK LEASE**  
LD TO: 841 GSEENCREST DR  
WESTERVILLE, OHIO 43085

SHIPPED TO

**ARTHUR SHADE DWY CARE CENTER**  
124 DORSEY RD  
GLEN BURNIE MD 21601

TY. ORD.	QTY. SHIPPED	DESCRIPTION	PRICE	AMOUNT
	1	AT&T INVOICE ATTACHED COMMITMENT# 5211677-001 NCGPA	2419.75	2,419.75
TAX		FREIGHT	MISCELLANEOUS	YOUR TERMS ARE
		.00	0	NET 10 DAYS
				PLEASE PAY THIS AMOUNT → 2,419.75



**REMIT TO:**  
NCGPA  
P. O. BOX 92088  
CLEVELAND, OHIO 44101

PLEASE REMIT TO:  
NATIONAL CATHOLIC GROUP PURCHASING ASSOCIATION — DESIGNER'S BUILDING, ROOM 360  
2800 SUPERIOR AVE., CLEVELAND, OHIO 44114

INVOICE

Mailed to Secured Party

MARYLAND FINANCING STATEMENT (Secured Party or Assignee Form)

\*Instructions to Loan Officer: In most cases the signature of the Debtor is required to complete the Financing Statement. In a few special situations, however, the signature of the Secured Party alone is sufficient. This Financing Statement form may be used only if one of the situations described below in section five is true and the appropriate box is checked.

- 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).

X *James R. Strohecker* DEBTOR  
 James R. Strohecker  
 \_\_\_\_\_  
 \_\_\_\_\_ (Name)  
 1280 Commodore Barney Road  
 \_\_\_\_\_  
 \_\_\_\_\_ (Address)  
 St. Leonard, Md. 20685

SECURED PARTY (OR ASSIGNEE)  
 THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: Installment Loan Dept.  
 \_\_\_\_\_  
 \_\_\_\_\_ (Name of Loan Officer)  
 P.O. Box 1344  
 \_\_\_\_\_  
 \_\_\_\_\_ (Address)  
 Baltimore, Md. 21203

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

"Smoker" Hatteras 42 F.R.P. Sport Fisherman, 1978 L.O.A. 42 Ft.  
HATAD 5271078

RECORD FEE 11.00  
 FEE TIME .50  
 823959 CTT R01 TOP 37  
 SEP 5 86

Mailed to Secured Party

RECEIVED FOR RECORD  
 CLERK  
 1986 SEP -9 PM 12:13  
 E. AUBREY BOLLISON  
 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.
- \* 5. Check at least one of the following (see instructions to loan officer above):
  - The collateral has been brought into this State subject to a security interest in another jurisdiction.
  - The Debtor's location has been changed to this State.
  - The original filing on this collateral has lapsed.
  - This collateral has been acquired after a change of name, identity, or corporate structure of the Debtor.
  - The collateral includes proceeds of original collateral described above in which a security interest was perfected.

SECURED PARTY (OR ASSIGNEE): \_\_\_\_\_ (Seal)  
 THE FIRST NATIONAL BANK OF MARYLAND  
 By: *J. Wayne Newsh* (Signature) (Seal)  
 J. WAYNE NEWSH  
 \_\_\_\_\_ (Print or Type Name)

11/95

263653

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)

Wilkerson, Daniel C., M.D.  
1563 St. Margaret's Road  
Annapolis, Maryland 21401

2 Secured Party(ies) and address(es)

Stratford Leasing Company  
105 Revere Drive  
Northbrook, Illinois 60062

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

RECORD FEE 11.00  
FORAGE .50  
#23461 DTI RM 109:39  
SEP 5 86

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

Equipment Lease AGREEMENT # 5014 (20016) covering the following equipment: (1) Northcom 1A3 Telephone System, complete with: (1) Northcom Key Service Unit, (3) Northcom Telephones, (1) Code a Phone Model 4250 Answering Machine, s/n: YY006410, (2) Northcom Single Line Phone Sets - and all related attachments and accessories.

5 ASSIGNEE OF SECURED PARTY

This filing is on Leased Equipment!! LEASED EQUIPMENT - NOT SUBJECT TO RECORDATION TAX

6 Complete only when filing with Judge of Probate:  
The initial indebtedness secured by the financing statement is \$

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

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

Daniel C. Wilkerson, M.D.

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

Daniel C. Wilkerson, M.D.

(STANDARD)  
(1) FILING OFFICER COPY - ALPHABETICAL

Stratford Leasing Company

By: *[Signature]*  
Signature of Secured Party  
Anthony F. Stec, VP

Mailed to Secured Party



FILED FOR RECORD  
CLERK COURT, A.A. COUNTY

1986 SEP -5 PM 12:13

E. AUBREY COLLISON  
CLERK

STATE OF MARYLAND

BOOK 502 PAGE 324

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 246782

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON April 8, 1983 (DATE)

1. DEBTOR

Name Kenneth Hatch, DPM PA

Address 2510 Riva Rd. Annapolis MD 21401

2. SECURED PARTY

Name Ultra Funding Corporation

Address 550 Old Country Rd. Hicksville, NY 11801

RECORD FEE 10.00  
FEE FILE .50  
02342 CTTT 001 109140  
SEP 5 86

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

3. Maturity date of obligation (if any) None

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/> XXXX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>AMENDMENT</p>
	<p>**AMEND DEBTORS ADDRESS: 1831 Forest Dr. Forest Office Park Annapolis MD 21401</p>	

"No Recordation Tax require"  
(Clerk of Ann Arundel)

RECEIVED WITH RECORD  
CIRCUIT COURT, ANN ARUNDEL COUNTY  
1986 SEP -5 PM 12:13  
E. AUBREY COLLISON  
CLERK



163-3267068

*Kenneth Hatch*  
Kenneth Hatch DPM PA

Mailed to Secured Party

Dated 8/11/83

*[Signature]*  
(Signature of Secured Party)

Ultra Funding Corporation  
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

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

1. DEBTOR

Name West Bank Contracting, Inc.

Address 73 Maryland Avenue, Annapolis, MD 21401 (Anne Arundel)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Avenue, 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) New Dresser Model TD 8E Crawler Dozer SN 10388 (Rental)

RECORDED 11.00  
INDEXED .50  
2024 SEP 01 10:41  
SEP 5 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)

na

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

na

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

West Bank Contracting, Inc.

T. Nippes PRES.  
(Signature of Debtor)

T. NIPPES  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

Glenn S. Conklin  
(Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line



RECEIVED FOR RECORD  
COURT CLERK

1986 SEP -5 PM 12:13

AUBREY COLLISON  
CLERK

1150

Mailed to Secured Party

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 251722  
Book 472 Page 424 #15001 C345 R01 T15:48  
RECORDED IN LIBER----- FOLIO----- ON 4-24-84 (DATE)

- 1. Debtor's name and address: C. Richard Keller  
2410 Bugle Lane  
Reston, VA 22091
- 2. Secured party's name and address: First Virginia Bank  
Commercial Division  
6400 Arlington Boulevard  
Falls Church, VA 22046
- 3. Person and address to whom statement is to be returned if different from above:

RECEIVED  
10.00  
50  
SEP 5 1986

4. Maturity date of obligation, if any-----

5. Statement of:

- Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- Other:

1986 SEP -5 PM 12:13  
E AUBREY COLLISON  
CLERK

RECEIVED FOR RECORD  
CLERK COUNTY



First Virginia Bank (Bank)

Dated August 15, 1986

By *[Signature]*  
Joseph J. Calabrese, III, Vice President  
TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

1050

Mailed to Secured Party

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 20,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
<u>Kenneth R. &amp; Dianna M. Vogel</u>	<u>THE FIRST NATIONAL BANK OF MARYLAND</u>
<u>DBA Custom Engineering &amp; Fabricating Co.</u>	Attn: <u>Catherine T. Lewis</u>
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
<u>108 Holsum Way</u>	<u>18 West Street</u>
<small>(Address)</small>	<small>(Address)</small>
<u>Glen Burnie, Maryland 21061</u>	<u>Annapolis, Maryland 21401</u>

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

Cincinnati Shear Serial #20264

Cincinnati Power Brake (Press) Serial #35083

RECORD FEE 12.00  
 RECORD IN 140.00  
 FEE 50  
 873474 071 001 109450  
 SEP 5 86

RECEIVED FOR RECORD  
 CLERK  
 CIRCUIT COURT, S.A. COUNTY  
 1986 SEP -5 PM 12:13  
 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.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
_____ <small>(Seal)</small>	_____ <small>(Seal)</small>
<u><i>Kenneth R. Vogel</i></u> <small>(Signature)</small>	<u><i>Dianna M. Vogel</i></u> <small>(Signature)</small>
<u>Kenneth R. Vogel</u> <small>(Print or Type Name)</small>	<u>Dianna M. Vogel</u> <small>(Print or Type Name)</small>

Mailed to Secured Party

12-140-50

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ 10,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

Kitchen Display & Wholesale Center, Inc.  
 (Name)  
1799 McGuckian Street  
 (Address)  
Annapolis, Maryland 21401

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND  
 Attn Nickolas P. Lambrow  
 (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  
 RECORD TAX 70.00  
 POSTAGE .30  
 823475 CTTT 001 109:51  
 SEP 5 1986

RECEIVED FOR RECORD  
 CLERK  
 CIRCUIT COURT, S.A. COUNTY  
 1986 SEP -5 PM 12:13  
 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)

KITCHEN DISPLAY & WHOLESALE CENTER, INC. (Seal)  
 By: L. Melvin Wilde (Signature) (Seal)  
L. Melvin Wilde, President  
 (Print or Type Name)

DEBTOR (OR ASSIGNEE)

\_\_\_\_\_  
 (Seal)  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

11  
70  
50

SCHEDULE A

BOOK 502 PAGE 329

STOCK #	DESCRIPTION	U/M	QUANTITY	UNIT PRICE	AMOUNT
*	✓ ALTOS AUGMENTATION	EA	1.000	2280.000	2280.00
*	CABLE FOR JET PRINTER	1	1.000	30.000	30.00
IBM 3852002	IBM JETPRINTER	EA	1.000	745.000	745.00
*	TEXTCRAFT	EA	1.000	100.000	100.00
*	DISKS	BOX	1.000	45.000	45.00
*	COMPUTER PAPER	BOX	1.000	35.000	35.00
*	RIBBON	EA	.000	.000	.00
			1.000 ON BACKORDER		

IBM3170339	✓ IBM AT 30 MEG	EA	1.000	5295.000	5295.00
IBM1501200	PC ENHANCED GRAPHIC ADAPTER	EA	1.000	524.000	524.00
IBM1501201	PC GRAPHICS MEMORY EXPAN CAR	EA	1.000	199.000	199.00
IBM1501203	PC GRAPHIC MEMORY MODULE KIT	EA	1.000	259.000	259.00
*	SERIAL CONNECTOR	EA	1.000	.000	.00
EPSJX80	✓ IX-80 PRINTER	EA	1.000	599.000	599.00
*	CABLE	EA	1.000	45.000	45.00
*	DISKS	EA	1.000	85.000	85.00
IBM6024211	DOS 3.10	EA	1.000	85.000	85.00
IBM5154001	✓ PC ENHANCED COLOR DISPLAY	EA	1.000	849.000	849.00
IBMHHOUSE	IBM PC BUSINESS MOUSE	EA	1.000	195.000	195.00
IBM6450242	AT SERIAL ADAPTER CONNECTOR	EA	1.000	35.000	35.00

Mailed to Secured Party

194317

203657

Not to be recorded in  
Land Records

**NOT** Subject to Recordation Tax:  
Principal Amount is \$1,000,000.00

**FS RECORDS**

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: *Aug. 22*, 1986

FINANCING STATEMENT

- 1. Debtor: Address:  
ADVENTURES IN HOME BUILDING, 844 Ritchie Highway  
LIMITED Suite 204  
P.O. Box 1071  
Severna Park, Maryland 21146
- 2. Secured Party: Address:  
FAIRVIEW FEDERAL SAVINGS 9151 Baltimore National Pike  
& LOAN ASSOCIATION Ellicott City, Maryland 21043
- 3. This Financing Statement covers:

RECORD FEE  
POSTAGE

13.00  
.50

(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

#35958 0237 R02 T14:59  
SEP 5 86

(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

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP -5 PM 3:37

E. AUBREY COLLISON  
CLERK



*13.00*  
*50*

(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 CHARLES C. HOLMAN, 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:

ADVENTURES IN HOME BUILDING,  
LIMITED

By



SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS  
& LOAN ASSOCIATION

By



Executive Vice-President

AIHFS876.110 K1

SCHEDULE A

All that lot of ground in Anne Arundel County, Maryland, being known and designated as Lot No. 65 as shown on a plat entitled, "PLAT SIX CHASE WOOD RUN," which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 100, folio 9.

Mailed to Secured Party

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

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

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

Date of Filing	Record Reference			
Maturity date (if any)	No.	Street	City	State
Name(s) of Debtor(s) or assignor(s) (Last Name First)				
Sasser, Robert E.	1801	Underwood Rd,	Ganbrille, Md.	21054
Sasser, Mary Jane	1801	Underwood Rd,	Ganbrille, Md.	21054

Name of Secured Party or assignee	No.	Street	City	State

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

Sears, Roebuck & Co.  
Rockville Credit Central # 8303  
5520 Randolph Road  
Rockville, MD 20852

RETURN TO:

CR  
CLERK

Filed: 9/2/81  
Liber: 441  
Page: 427  
Id # 239526  
Filed in financing

Mailed to Secured Party

RECEIVED FOR RECORD  
SEP 04 1986  
CLERK

1986 SEP -5 PM 4:00

E. AUBREY COLLISON  
CLERK

Sears, Roebuck & Co.  
Rockville Credit Central # 8303  
5520 Randolph Road  
Rockville, MD 20852

Debtor(s) or assignor(s)

Robert E. Sasser

Mary Jane Sasser

(Type or print name under signature)

L. Janashek, Credit Sales Mgr. (Seal)

(Corporate, Trade or Firm Name)

*L. Janashek*

Signature of Secured Party or Assignee

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

1250.



FINANCING STATEMENT FORM UCC-1

Identifying File No. 263660

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

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

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

This financing statement Dated July 29, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name McCrone, Inc./Design Teams, Inc.
Address 20 Ridgely Ave., Annapolis, MD 21401

RECORD FEE 12-00
225014 6777 NOV 14 5:56
SEP 5 86

2. SECURED PARTY

Name Textron Financial Corporation
Address 18201 Von Karman Ave., 3rd Fl., Irvine, CA 92713-9979

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

3. Maturity date of obligation (if any)

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

As per exhibit A attached consisting of computer equipment, (1 page)
"(Description of Collateral) and all its proceeds, including all goods,
accounts, chattel paper, documents, instruments and contract rights"

"This statement is filed in connection with a lease transaction and is
filed for precautionary purposes only,"

CHECK THE LINES WHICH APPLY

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

(If collateral is goods which are or are to become fixtures) The above 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: McCrone, Inc./Design Teams, Inc.

Type or Print Above Name on Above Line: William R. Larson

(Signature of Debtor)

Type or Print Above Signature on Above Line: F. M. LASHAM III PRES.

Signature of Secured Party: Textron Financial Corporation

Type or Print Above Signature on Above Line: Key Money Regional Manager

RECEIVED FOR RECORD BY
CIRCUIT COURT, A.A. COUNTY
1986 SEP -5 PM 4:05
E. AUBREY COLLISON
CLERK

Mailed to Secured Party
CR
CLERK

12

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No.
(Not to Be) <del>(To Be)</del> Recorded in the Land Records.* <small>strike inapplicable words</small>		
Debtor(s) Name(s) and Address(es) <b>James Bernard Offer</b> Box 22 721 Oar Lane Deal, MD (Anne Arundel)	Secured Party Name and Address <b>DiMarzo &amp; Glasgow Truck Leasing, Inc.</b> 2545 Arbor Court Gambrills, MD 21054	RECORD FEE 11.00 STATE FEE .50 SEP 11 11 42 57 SEP 17 86
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.  This Financing Statement is filed to make a Lease between the above mentioned parties a matter of public record. Date of Lease <u>7/22/86</u> Equipment One (1) 1986 Marmon Model 57P Truck, S/N 1JUCEC184G1000330 One (1) New 14' R&S Steel Body, S/N 86020174  <small>The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any references herein to "CIT Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."</small>		
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>James Bernard Offer</u>	Secured Party <u>DiMarzo &amp; Glasgow Truck Leasing, Inc.</u>	
By <u>James B. Offer</u> Title <u>Owner</u>	By <u>Bernard DiMarzo</u>	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>		
<u>James B. Offer</u> Type or print name(s) of person(s) signing	<u>Bernard DiMarzo</u> Type or print name of person signing	
5-SA-989D		

1986 SEP - 5 PM 4:05  
 AUBREY COLLISON  
 CLERK

115

MARYLAND FINANCING STATEMENT

263662

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: CUSIMANO & SONS, INC.  
(Name or Names)  
601 REVELL HIGHWAY ANNAPOLIS, MARYLAND 21401  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
 \_\_\_\_\_  
(Address)

2. SECURED PARTY: BALDWIN SERVICE CENTER, INC.  
(Name or Names)  
41 DEFENSE HIGHWAY ANNAPOLIS, MARYLAND 21401  
(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) International Model #1954 Truck s/n GHA62993 equipped with 10' Dump Body plus  
 all attachments and accessories thereto.

RECORDED 11.00  
 POSTAGE .50  
 SEP 5 1986  
 SEP 5 86

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT

CR CLERK  
 1986 SEP -5 PM 4:05  
 ED AUBREY COLLISON  
 CLERK

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

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
CUSIMANO & SONS, INC.  
 By: *Michael J. Cusimano* (Title)  
Michael J. Cusimano  
(Type or print name of person signing)

SECURED PARTY:  
BALDWIN SERVICE CENTER, INC.  
 By: *Use H. Fink*  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
 \_\_\_\_\_  
(Type or print name of person signing)

Mailed to Secured Party

Return To: UNION TRUST COMPANY OF MARYLAND  
P. O. BOX 22497 ATTN: 427  
BALTIMORE, MARYLAND 21203

7150

RECORD FEE 25.00  
825523 CTTI ROL 115:05  
SEP 5 86

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input checked="" type="checkbox"/> Debtor is a Transmitting Utility	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) <b>Chancellor Corporation</b> <b>Attention: Cheryl Dunn</b> <b>Federal Reserve Plaza</b> <b>Boston, Mass. 02210</b>	2. Secured Party(ies) and address(es) <b>Lake View Trust and Savings Bank</b> <b>3201 N. Ashland Ave.</b> <b>Chicago, IL 60657</b>	3. For Filing Officer (Date, Time, Number, and Filing Office)

7. This financing statement covers the following types (or items) of property: [a] The equipment listed below, [b] all equipment leased under the lease identified below by Debtor as lessor to the lessee named below, [c] all accessions and substitutions now or hereafter acquired, in respect of all such equipment, and [d] all Debtors's right, title and interest in and to the lease identified below and to all payments, rents and monies due to become due pursuant to such lease.

CAD/CAM/CAE System manufactured by Computervision Corporation and software  
 Equipment: ~~See XXXXXXXXXXXXXXXX~~ manufactured by Interleaf, Inc., as more particularly described on the Exhibit A hereto.

Lease: Schedule D to Master Lease Agreement No. 332 dated March 26, 1984 between Chancellor Corporation as Lessor and Gould, Inc. as Lessee

"LEASE AGREEMENT NOT SUBJECT TO RECORDATION TAX."  
 Equipment Location: Glen Burnie, MD  
 Filed with: Clerk of the Circuit Court, Anne Arundel County, MD  Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	<b>Chancellor Corporation</b>  Signature(s) of Debtor (Or Assignor)	<b>Lake View Trust and Savings Bank</b>  Signature(s) of Secured Party (Or Assignee)
--	---	---

*Handwritten mark*



RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY  
 1986 SEP -5 PM 4:05  
 E. AUBREY COLLISON  
 CLERK



EXHIBIT A  
TO  
SCHEDULE D TO MASTER LEASE AGREEMENT CONTROL NO. 332  
BETWEEN  
CHANCELLOR CORPORATION (LESSOR) AND GOULD INC. (LESSEE)  
-----

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>
	<b>COMPUTERVISION CORPORATION CAD/CAM/CAE SYSTEM CONSISTING OF:</b>
1	311400 CDS 3911 Shared Resource Manager (SRM). Includes the Following: <ul style="list-style-type: none"><li>- MC68010 Central Processing Unit.</li><li>- Two (2) Megabytes of Main Memory.</li><li>- 19" Monochrome Display and Controller. Includes Mouse and Detachable Keyboard.</li><li>- Two Asynchronous Ports (RS-232C)</li><li>- 300 Megabyte Fixed Disk Drive and Controller.</li><li>- 9 Track, 800/1600 BPI, 45 IPS, Magnetic Tape Drive and Controller.</li><li>- Unix 4.2 BSD Operating System. "C", Fortran 77, Pascal, and Core Graphics Library.</li></ul>
6	313100 One MB Memory Expansion Module. (MEM)
6	313110 Floating Point Processor (FPP).
6	360170 2D Drafting - Provides the User with a Complex Geometric Construction and Drawing Facilities.
6	360190 3D Design-Provides User with Advanced 3D Solid Generators, Hidden Line Removal and Full Viewing Facilities including Isometric, Perspective, and Sectional Views.

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>
	<b>COMPUTERVISION CORPORATION</b>
	<b><u>CAD/CAM/CAE/SYSTEM CONSISTING OF:</u></b>
6	360200 2D Data Transfer - Provides Access to the Medusa Database.
1	313515 Graphics Hard Copy Device.
1	316400 16 Channel Asynchronous Multiplexer.
2	300200 Prevail Engineering Productivity Tools Package.
1	370210N Medusa Microvax II Computer System (1-4 Users)
1	370250 Additional 71 MB Disk Drive (DEC #RD53A-BA)
1	370256 Additional 4MB Memory Board (DEC #MS630-BB).
1	370262 Deqna Ethernet Controller (DEC #DEQNA-KP).
1	360264 2-D Drafting (1--2 Users).
1	360270 Parametrics. Requires 2-D Drafting (Model #360260).
1	360280 3D Design. Requires 2-D Drafting (Model #360260).
1	360290 Supervisor. Requires 2-D Drafting (Model #360260)
1	360300 2D Data Transfer. Requires 2-D Drafting (Model #360260), and VMS Fortran (Model #37100 or Model #CIS013).
1	360310 3D Data Transfer. Requires 2-D Drafting (Model #360260) and 3-D Design (Model #360280).

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>
	<b>COMPUTERVISION CORPORATION CAD/CAM/CAE SYSTEM CONSISTING OF:</b>
1	360320 3D Geometric Properties. Requires 2-D Drafting (Model #360260) and 3-D Design (Model #360280)
1	360330 Shader. Requires 2-D Drafting (Model #360260) and 3-D Design (Model #360280)
1	360350 Patran Interface. Requires 2-D Drafting (Model #360260), 3-D Design (Model #360280), and 3-D Data Transfer (Model #360310).
1	CIS-SPEC Wollongong Special
1	415136NS Versatec 7236 36" 200 DPI Electrostatic Plotter.
1	CIS-SPEC Versatec Plotter Interface (126 Controller)
1	CIS-SPEC Versatic Versplot Software
1	CIS-SPEC 4692 Hard Copy Units
1	312300N Medusa WS45 Workstation
2	311600 CDS 3411 Console Workstation. Includes the Following: <ul style="list-style-type: none"> <li>- MC68010 Central Processing Unit.</li> <li>- Two (2) Megabytes of Main Memory.</li> <li>- 19" Monochrome Display and Controller, Includes Detachable Keyboard.</li> <li>- 17" X 24" Tablet and Five Button Puck.</li> <li>- Six (6) Asynchronous Ports (RS-232C).</li> <li>- Disk and Cartridge Subsystem, Includes a 50 Megabyte Single Sealed Disk Drive and Controller and a Fully Enclosed 1/4" Tape Cartridge and Controller.</li> <li>- Unix 4.2 BSD Operating System."C", Fortran 77, Pascal, and Core Graphics Library.</li> </ul>

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>
	<b>COMPUTERVISION CORPORATION</b> <b><u>CAD/CAM/CAE SYSTEM CONSISTING OF:</u></b>
4	316300 Ethernet Controller Includes Transceiver and 25 Foot (7.5M) Cable.
4	360180 Parametrics - Productivity of 2D Module is Increased by the Addition of Variational Geometry for Generating Families of Parts From a Single Drawing.
4	360220 3D Geometrics Properties.
2	313520 Upgrade Package to Allow for a CDS 3000 Workstation to Include Dual Disk Drive Capability. Upgrade Package Includes:  One 50 Megabyte Disk Drive
1	311200 CDS 3311 Desktop Workstation. Includes the Following:  - MC68010 Central Processing Unit. - Two (2) Megabytes of Main Memory - 19" Monochrome Display and Controller, Includes Mouse and Detachable Keyboard - Six (6) Asynchronous Ports. (RS-232C). - Disk and Cartridge Subsystem Includes a 50 Megabyte Single Sealed Disk Drive and Controller and a 1/4" Tape Cartridge and Controller. - Unix 4.2 BSD Operating System. "C", Fortran 77, Pascal, and Core Graphics Library.

QUANTITYMODEL/DESCRIPTION**COMPUTERVISION CORPORATION  
CAD/CAM/CAE SYSTEM CONSISTING OF:**

2	311800	CDS 3421 Color Console Workstation Includes the Following:  -MC68010 Central Processing Unit. -Two Megabytes of Main Memory. -19" 30 HZ Color Display. Includes Detachable Keyboard with 15 Ft. Cable. -17" X 24" Tablet With +/- .001" -Six (6) Asynchronous Ports (R-232C) -Disk and Cartridge Subsystem (DCS) Includes a 50 Megabyte Sealed Disk Drive and Controller and 1/4" Tape Cartridge and Controller. -Computervision's Berkeley-Based Unix 4.2 BSD Operating System. -Console Furniture Package -Cadds Access -Complete System Installation, Operators Manuals, and 90 Day Warranty,
2	313550	85 MB Sealed Disk Drive

**INTERLEAF INC.:**

1	TPS-1CS	-First Copy Software
1	TPS-XCS	-Additonal Copy Software
1	LPR-326	-Laser Printer
1	LPRK-SP2	-Parallel Kit

Mailed to Secured Party

203664

BOOK 502 PAGE 344

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 [Redacted] (Last Name First) and address(es) <b>Lessee</b> Gould Inc. 10 Gould Center Rolling Meadows, IL 60008	2 [Redacted] (Last Name First) and address(es) <b>Lessor</b> Chancellor Corporation Attention: Cheryl Dunn Federal Reserve Plaza Boston, Mass. 02210	3 For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 25.00 723024 0777 101 115:06 SEP 5 88

7. This financing statement covers the following types (or items) of property [a] The equipment listed below, [b] all equipment leased under the lease identified below and [c] all accessions and substitutions now or hereafter acquired in respect of all such equipment. THIS STATEMENT IS FILED TO GIVE NOTICE OF A LEASE and without prejudice to the rights, standing and obligations of the parties under said lease.

Equipment: See Attachment hereto.

"LEASE AGREEMENT NOT SUBJECT TO RECORDATION TAX."

Lease: Schedule D to Master Lease Agreement No. 332 dated as of March 26, 1984 between Chancellor Corporation as Lessor and Gould Inc. as Lessee

Equipment Location: Glen Burnie, MD

Filed with: Clerk of the Circuit Court, Anne Arundel County, MD

Assignee: Lakeview Trust & Savings Bank, 3201 North Ashland Ave., Chicago, IL 60657

Products of Collateral are also covered.

Whichever is Applicable (See Instruction Number 9)	Gould Inc.	Chancellor Corporation
	<i>[Signature]</i> Signature ( [Redacted] ) Lessee	<i>[Signature]</i> Signature(s) ( [Redacted] ) (Or Assignee) Lessor

25

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP -5 PM 4:05

E. AUBREY COLLISON  
CLERK



EXHIBIT A  
TO  
SCHEDULE D TO MASTER LEASE AGREEMENT CONTROL NO. 332  
BETWEEN  
CHANCELLOR CORPORATION (LESSOR) AND GOULD INC. (LESSEE)

-----

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>
	<b>COMPUTERVISION CORPORATION CAD/CAM/CAE SYSTEM CONSISTING OF:</b>
1	311400 CDS 3911 Shared Resource Manager (SRM). Includes the Following: <ul style="list-style-type: none"> <li>- MC68010 Central Processing Unit.</li> <li>- Two (2) Megabytes of Main Memory.</li> <li>- 19" Monochrome Display and Controller. Includes Mouse and Detachable Keyboard.</li> <li>- Two Asynchronous Ports (RS-232C)</li> <li>- 300 Megabyte Fixed Disk Drive and Controller.</li> <li>- 9 Track, 800/1600 BPI, 45 IPS, Magnetic Tape Drive and Controller.</li> <li>- Unix 4.2 BSD Operating System. "C", Fortran 77, Pascal, and Core Graphics Library.</li> </ul>
6	313100 One MB Memory Expansion Module. (MEM)
6	313110 Floating Point Processor (FPP).
6	360170 2D Drafting - Provides the User with a Complex Geometric Construction and Drawing Facilities.
6	360190 3D Design-Provides User with Advanced 3D Solid Generators, Hidden Line Removal and Full Viewing Facilities including Isometric, Perspective, and Sectional Views.

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>
	<b>COMPUTERVISION CORPORATION</b>
	<b><u>CAD/CAM/CAE/SYSTEM CONSISTING OF:</u></b>
6	360200 2D Data Transfer - Provides Access to the Medusa Database.
1	313515 Graphics Hard Copy Device.
1	316400 16 Channel Asynchronous Multiplexer.
2	300200 Prevail Engineering Productivity Tools Package.
1	370210N Medusa Microvax II Computer System (1-4 Users)
1	370250 Additional 71 MB Disk Drive (DEC #RD53A-BA)
1	370256 Additional 4MB Memory Board (DEC #MS630-BB).
1	370262 Deqna Ethernet Controller (DEC #DEQNA-KP).
1	360264 2-D Drafting (1--2 Users).
1	360270 Parametrics. Requires 2-D Drafting (Model #360260).
1	360280 3D Design. Requires 2-D Drafting (Model #360260).
1	360290 Supervisor. Requires 2-D Drafting (Model #360260)
1	360300 2D Data Transfer. Requires 2-D Drafting (Model #360260), and VMS Fortran (Model #37100 or Model #CIS013).
1	360310 3D Data Transfer. Requires 2-D Drafting (Model #360260) and 3-D Design (Model #360280).

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>
	<b>COMPUTERVISION CORPORATION</b> <b><u>CAD/CAM/CAE SYSTEM CONSISTING OF:</u></b>
1	360320 3D Geometric Properties. Requires 2-D Drafting (Model #360260) and 3-D Design (Model #360280)
1	360330 Shader. Requires 2-D Drafting (Model #360260) and 3-D Design (Model #360280)
1	360350 Patran Interface. Requires 2-D Drafting (Model #360260), 3-D Design (Model #360280), and 3-D Data Transfer (Model #360310).
1	CIS-SPEC Wollongong Special
1	415136NS Versatec 7236 36" 200 DPI Electrostatic Plotter.
1	CIS-SPEC Versatec Plotter Interface (126 Controller)
1	CIS-SPEC Versatic Versplot Software
1	CIS-SPEC 4692 Hard Copy Units
1	312300N Medusa WS45 Workstation
2	311600 CDS 3411 Console Workstation. Includes the following: <ul style="list-style-type: none"> <li>- MC68010 Central Processing Unit.</li> <li>- Two (2) Megabytes of Main Memory.</li> <li>- 19" Monochrome Display and Controller, Includes Detachable Keyboard.</li> <li>- 17" X 24" Tablet and Five Button Puck.</li> <li>- Six (6) Asynchronous Ports (RS-232C).</li> <li>- Disk and Cartridge Subsystem, Includes a 50 Megabyte Single Sealed Disk Drive and Controller and a Fully Enclosed 1/4" Tape Cartridge and Controller.</li> <li>- Unix 4.2 BSD Operating System."C", Fortran 77, Pascal, and Core Graphics Library.</li> </ul>

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>
<b>COMPUTERVISION CORPORATION</b>	
<b><u>CAD/CAM/CAE SYSTEM CONSISTING OF:</u></b>	
4	316300 Ethernet Controller Includes Transceiver and 25 Foot (7.5M) Cable.
4	360180 Parametrics - Productivity of 2D Module is Increased by the Addition of Variational Geometry for Generating Families of Parts From a Single Drawing.
4	360220 3D Geometrics Properties.
2	313520 Upgrade Package to Allow for a CDS 3000 Workstation to Include Dual Disk Drive Capability. Upgrade Package Includes:  One 50 Megabyte Disk Drive
1	311200 CDS 3311 Desktop Workstation. Includes the Following:  <ul style="list-style-type: none"> <li>- MC68010 Central Processing Unit.</li> <li>- Two (2) Megabytes of Main Memory</li> <li>- 19" Monochrome Display and Controller, Includes Mouse and Detachable Keyboard</li> <li>- Six (6) Asynchronous Ports. (RS-232C).</li> <li>- Disk and Cartridge Subsystem Includes a 50 Megabyte Single Sealed Disk Drive and Controller and a 1/4" Tape Cartridge and Controller.</li> <li>- Unix 4.2 BSD Operating System. "C", Fortran 77, Pascal, and Core Graphics Library.</li> </ul>

QUANTITY      MODEL/DESCRIPTION

**COMPUTERVISION CORPORATION**  
**CAD/CAM/CAE SYSTEM CONSISTING OF:**

2	311800	CDS 3421 Color Console Workstation Includes the Following:  -MC68010 Central Processing Unit. -Two Megabytes of Main Memory. -19" 30 HZ Color Display. Includes Detachable Keyboard with 15 Ft. Cable. -17" X 24" Tablet With +/- .001" -Six (6) Asynchronous Ports (R-232C) -Disk and Cartridge Subsystem (DCS) Includes a 50 Megabyte Sealed Disk Drive and Controller and 1/4" Tape Cartridge and Controller. -Computervision's Berkeley-Based Unix 4.2 BSD Operating System. -Console Furniture Package -Cadds Access -Complete System Installation, Operators Manuals, and 90 Day Warranty,
2	313550	85 MB Sealed Disk Drive

**INTERLEAF INC.:**

1	TPS-1CS	-First Copy Software
1	TPS-XCS	-Additonal Copy Software
1	LPR-326	-Laser Printer
1	LPRK-SP2	-Parallel Kit

Mailed to Secured Party

PRINT OR TYPE ALL INFORMATION

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

ANNE ARUNDEL COUNTY

STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

RECORDED FEE 11.00

Index numbers of subsequent statements (For office use only)

POSTAGE .50

RECEIVED 11/17/86

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

The Columbus Company  
300 11th Street  
Columbus, GA 31901

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

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

Name & address of Secured Party

L. B. Smith, Inc.  
Dorsey Rd. & Balt. Wash. Pkwy  
Hanover MD 21076

Name & address of Assignee

Associates Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, VA 23288

Date of maturity if less than five years

Check if proceeds of collateral are covered (  )

Description of collateral covered by original financing statement  
One Terex Model 80C Wheel Loader SN/73081

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF.

TRANSACTION NOT SUBJECT TO RECORDATION TAX

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

RECEIVED RECORD  
ANNE ARUNDEL COUNTY  
1986 SEP -5 PM 4:05  
E. A. BREYER CLERK

Describe Real Estate if applicable:

Mailed to Secured Party

The Columbus Company

L. B. Smith, Inc.

Signature of Debtor if applicable (Date)

*[Signature]* 8/8/86  
TREASURER

Signature of Secured Party if applicable (Date)

*[Signature]* 8/11/86  
L. B. Smith, Inc., Bruce Dean/Business Manager

1150.

TO BE RECORDED IN LAND RECORDS       SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT TO BE RECORDED IN LAND RECORDS       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 is 301 Hospital Drive  
Glen Burnie, Anne 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  
by: Bresler & Reiner, Inc.

Philip Friedman  
(Signature of Debtor)

PHILIP FRIEDMAN  
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY: Mellon Bank (East) National Association

(Company, if applicable)  
Beth A Woodring  
(Signature of Secured Party)

BETH A WOODRING ASST BANKING OFFICER  
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 \_\_\_\_\_

RECORDING FEE 12.50  
 INDEXING FEE 5.00  
 02.3026 0777 ML 115107  
 SEP 5 86

CR CLERK

RECEIVED FOR RECORD  
 MONTGOMERY COUNTY, MARYLAND  
 1986 SEP -5 PM 4:05  
 AUBREY COLLISON  
 CLERK

1350

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. 13, dated June 23, 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.

Hewlett-Packard Model 78720A Arrhythmia Monitoring System, S/N 001714950  
One (1) 78720AC Arrhythmia System with  
Three (3) option A04 Increase to 16 patients  
One (1) option A06 Battery Backup  
One (1) option H01 Printer  
Two (2) option 78510B Displays  
Two (2) option A12 Systems Interface

Mailed to Secured Batts

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263663 BOOK 502 PAGE 354

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

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

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

This financing statement Dated August 14, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Business Labor Services, INC.  
Address 8229 Telegraph Road, Odenton, Maryland 21113

2. SECURED PARTY

Name Federal City National Bank Attn: Ms. Tina C. Benson  
Address 555 New Jersey Ave. N.W., Washington, D.C. 20001

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

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

RECORD FEE 11.00  
POSTAGE .50  
#23637 0777 R01 T15:17  
SEP 5 86

First security interest in all accounts receivable now owned and hereinafter acquired.

CHECK  THE LINES WHICH APPLY

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

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

John M. Davis  
(Signature of Debtor)

John M. Davis, President  
Type or Print Above Name on Above Line

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

Mailed to Secured Party  
PARTY

Federal City National Bank  
(Signature of Secured Party)  
John W. Duffy, Senior Loan Officer  
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY  
1986 SEP -5 PM 4:06  
E. AUBREY COLLISON  
CLERK

11.50

263667

BOOK 502 PAGE 355

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

<b>1 Debtor(s) (Last Name First) and address(es)</b> Arundel Structures, Incorporated 1993 Moreland Parkway Annapolis, Maryland 21401	<b>2 Secured Party(ies) and address(es)</b> Stratford Leasing Company 105 Revere Drive Northbrook, Illinois 60062	<b>3 Maturity date (if any)</b>  <b>For Filing Officer</b> (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #263667 CT77 VOL 115-09 SEP 5 1986
<b>4 This financing statement covers the following types (or items) of property:</b> Equipment Lease Agreement # 5009 (20011) covering the following equipment: (1) Spectra Physics Utility Laser # 1169 Model 1160 - s/n: 1699 - and all related attachments and accessories.  This filing is on Leased Equipment!  "COLLATERAL NOT SUBJECT TO RECORDATION TAX."		<b>5 ASSIGNEE OF SECURED PARTY</b>
<b>6 Complete only when filing with Judge of Probate:</b> The initial indebtedness secured by the financing statement is \$ _____		
Check <input checked="" type="checkbox"/> If covered: <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented: _____		
Filing Office of the Circuit Court/Anne Arundel County/Annapolis, Maryland/21401		
..... Arundel Structures, Incorporated ..... By: <i>[Signature]</i> Signature of Debtor(s)	Stratford Leasing Company By: <i>[Signature]</i> Signature of Secured Party	
(STANDARD) (1) FILING OFFICER COPY - ALPHABETICAL		

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY  
 1986 SEP -5 PM 4:05 Mailed to Secured Party  
 E. AUBREY COLLISON  
 CLERK

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

3. Maturity date (if any):

1. Debtor(s) Name (Last Name First)

United Propane, Inc.

2. Debtor(s) Address

205 Najoles Road  
Millersville, MD 21108

This space for use of Filing Officer (Date, time, number and Filing Office.)

263669

BOOK 502 PAGE 356

4. Secured Party(ies)

White River Distributors, Inc. of Batesville

5. Secured Party(ies) Address

P. O. Box 2037  
Batesville, Ark. 72503

6. Assigned Party(ies)

Guaranty Finance Company

7. Assigned Party(ies) Address

P. O. Box 2037  
Batesville, Ark. 72503

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

1986 Chev., No. 1GBM7DE66V114875, Equipped W/3499 WG Single Propane Tank & Equipment.

RECORD FEE 11.00  
POSTAGE .50  
#25638 0777 ML 115:19  
SEP 5 1986



Description of Real Estate. (Use this only if applicable)

Mailed to Secured Party

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CIRCUIT COURT, ADAIR COUNTY  
1986 SEP -5 PM 4:06  
E. AUBREY COLLISON  
CLERK

Check (X) 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 \_\_\_\_\_ County. ( ) Secretary of State.

United Propane, Inc.

By: [Signature]

Signature(s) of Debtor(s)

FILING OFFICER COPY

White River Distributors, Inc. of Batesville

By: [Signature]

Signature(s) of Secured Party(ies)

Pres.

This form of financing statement is approved by the Secretary of State and the Arkansas Commission on Uniform State Laws.  
STANDARD FORM—UNIFORM COMMERCIAL CODE—FORM UCC-1. Forms may be purchased from Democrat Ptg. & Litho. Co. 114 East 2nd St. Little Rock, Arkansas

11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 203070

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

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

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

This financing statement Dated July 31, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name William Rodell Pinkard
Address 7955 Greentown Road, Glen Burnie, MD 21061

RECORD FEE 11.00
223437 0777 NOV 11 1986
SEP 5 1986

2. SECURED PARTY

Name DiMarzo & Dellinger Truck Sales, Inc.
Address 1312 Ritchie Road, Capitol Heights, MD 20743

Person And Address To Whom Statement Is To Be Returned 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) 1986 Marmon Model 57P S/N 1JUCEF182G1000392 with 14' R/S aluminum dump body S/N 86060896

Name and address of Assignee
Deutsche Credit Corporation
4 Greentree Center, Suite # 204
Marlton, NJ 08054

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 to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor (handwritten)

William Rodell Pinkard
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 (handwritten)

(Signature of Secured Party)

Bernard B. DiMarzo, President
Type or Print Above Signature on Above Line



RECEIVED FOR RECORD
CIRCUIT COURT I.A.A. COUNTY

1986 SEP -5 PM 4:06

E. AUBREY COLLISON
CLERK

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 456

Page No. 275

Identification No. 245151

Dated

1. Debtor(s)   
 Debtors 1-8   
 \* See Below   
 { 1. Baltimore Home Insulation, Inc.   
 Name or Names—Print or Type   
 4111 Washington Blvd., Elkridge, Md. 21227   
 Address—Street No., City - County State Zip Code

2. Secured Party   
 { Owens-Corning Fiberglas Corporation   
 Name or Names—Print or Type   
 Fiberglas Tower   
 Toledo, Ohio 43659   
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
C. Assignment <input 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: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)

1986 SEP -5 PM 4:07  
E. AUBREY COLLISON  
CLERK

RECORDED FEE 10.00  
POSTAGE .50  
BALTIMORE CITY ROI 713424  
SEP 5 86

- 2. Chesapeake Insulation, Inc., 4111 Washington Blvd., Elkridge, Md. 21227
- 3. Colonial Insulation, Inc., 3700 Progress Rd., Norfolk, Va. 23502
- 4. Wade Insulation, Inc., 621 West Division St., Dover, Delaware 19901
- 5. Potomac Insulation, Inc., 6142 Rosehill Drive, Alexandria, Virginia, 22310
- 6. Advance Insulation & Supply, Inc., 6529 Dickens Road, Richmond, Virginia 23230
- 7. Ruppert Brothers, Inc. T/A Atlanta Insulators, 7055D Amwiler Industrial Drive, Doraville, Georgia 30360
- 8. Ruppert Brothers of Maryland, Inc., 601 Baltimore-Annapolis Blvd., Suite 500, Severna Park, Maryland 21146

Dated: August 8, 1986

Owens-Corning Fiberglas Corporation

Name of Secured Party

Signature of Secured Party

Robert E. Young, Jr., Manager, INSOD/CFS

Type or Print (Include Title if Company)

Lucas Bros. Form T-1

1050

Please return to: Neil S. Kurlander, Esquire  
929 N. Howard Street  
Baltimore, Maryland 21201 after recordation

Mailed to Secured Party

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

Roll No. 456 Page No. 483  
Identification No. 245097 Dated \_\_\_\_\_

1. Debtor(s) { Ruppert Brothers, Inc., T/A Atlanta Insulators  
Name or Names—Print or Type  
7055D Amwiler Industrial Drive, Doraville, Ga. 30360  
Address—Street No., City - County State Zip Code

2. Secured Party { Owens-Corning Fiberglas Corporation  
Name or Names—Print or Type  
Fiberglas Tower, Toledo, Ohio 43659  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 10.00  
PRINTING .50  
SEP 5 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: <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECEIVED FOR RECORD  
CLERK COURT, L.A.A. COUNTY  
1986 SEP -5 PM 4:07  
E. AUBREY COLLISON  
CLERK



Dated: August 21, 1986 Owens-Corning Fiberglas Corporation  
Name of Secured Party

[Signature]  
Signature of Secured Party  
Robert E. Young, Jr., Manager, INSOD/CFS  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Please return to: Neil S. Kurlander, Esquire  
929 N. Howard Street  
Baltimore, Maryland 21201 after recordation

1055

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. \_\_\_\_\_

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

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

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

This financing statement dated August 20, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kelly Vending, Inc  
Address 300 Legion Avenue Annapolis, MD 21401

RECORD FEE 11.00  
POSTAGE .50  
#23647 CTTI INI 115:25  
SEP 5 86

2. SECURED PARTY

Name State Sales & Service Corporation  
Address 7160 Ambassador Road  
Baltimore, MD 21207

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

SEE ATTACHED SCHEDULE "A"

Assignee of Secured Party  
The Finance Company of America  
Munsey Building, Baltimore, Md. 21202

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)

Kelly Vending, Inc  
(Corporate or Trade Name)

*[Signature]*  
(Signature of Debtor)

Robert L. Sauls, Pres.  
Type or Print Signature

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Signature



State Sales & Service Corporation

*[Signature]*  
(Signature of Secured Party)

Stephen B. Koenigsberg, Exec. V.P.

Type or Print Above Signature on Above Line

1150

Mailed to Secured Party

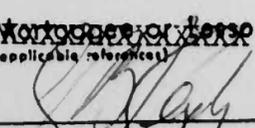
1986 SEP -5 PM 4:07  
E. ALDREY COLLISON  
CLERK  
RECEIVED FOR RECORD  
CLERK COURT HOUSE BALTIMORE

**SCHEDULE 'A'**

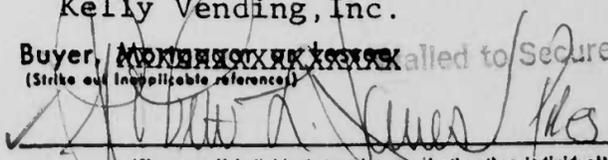
This schedule is to be attached to and become part of Conditional Sale Contract, Chattel Mortgage or Lease dated (Strike out inapplicable references)  
August 20, 19 86, between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT	YEAR & MODEL	SERIAL No.	PRICE
2	APC 6600 Snack Vend 32-Sel I/C	APC	6894,6891	\$ 3,990.00
2	Mars Micro Mech Changer MC5000	Mars	605-20729 605-19945	500.00
4	APC 6600 Snack Vend 32-Sel I/C	APC	6892,6890 6888,6886	7,980.00
4	Mars Micro Mech Changer MC5000	Mars	604-07618 604-07300 604-06906 604-00977	1,000.00
2	Litton Microwave Oven Vend 7-D	Litton	20054 20053	590.00
1	Rowe Cold Food Merch. I/C	Rowe	11011	3,810.00
1	Mars Micro Mech Changer MC5000	Mars	602-00592	550.00
1	Litton Microwave Oven Vend 10	Litton	2251	815.00
2	APC 6600 Snack Vend 32-Sel	APC	4541,4536	3,960.00
1	Litton Microwave Oven Vend 7-D	Litton	20070	268.00
				23,463.00
			5% MD TAX	1,173.15
				24,636.15

This schedule is hereby verified correct and undersigned Buyer, Mortgagor or Lessee acknowledges receipt of a copy. (Strike out inapplicable references)

State Sales & Service Corporation  
~~Seller, Mortgagor or Lessee~~  
(Strike out inapplicable references)  
  
 \_\_\_\_\_ (I. S.)  
(Signature if individual, typed name if other than individual)

By Stephen B. Koenigsberg, Exec. V.P. (I. S.)

Kelly Vending, Inc.  
~~Buyer, Mortgagor or Lessee~~  
(Strike out inapplicable references)  
 called to Secured Party  
  
 \_\_\_\_\_ (I. S.)  
(Signature if individual, typed name if other than individual)

By Robert L. Sauls, Pres. (I. S.)  
(Signature & title if not individual)

263905

BOOK 59-435

BOOK 502 PAGE 362

FINANCING STATEMENT FORM UC 71

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 8/20/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WHITMORE, Margaret F.  
Address 73 T Ridge Road, Greenbelt, MD 20770

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION  
Address 303 Second Street, Annapolis, MD  
Midlantic National Bank, 2 Broad Street, Bloomfield, N.J. 07003  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

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

1982 42' Gibson fiberglass hull #GBN42674M82K  
1982 260 HP Volvo gas engine #CU51184

E. AUBREY COLLISON  
CLERK

1986 SEP - 5 PM 4:07

Home anchorage/winter: Edgewater, MD

ASSIGNEE:  
MIDLANTIC NATIONAL BANK  
2 Broad Street  
Millburn, NJ 07003

CHECK  THE LINES WHICH APPLY

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

Margaret F. Whitmore  
(Signature of Debtor)

Margaret F. Whitmore  
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

1180

Mailed to Secured Party

263906

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

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

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

This financing statement Dated 8-23-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James V. Osterman  
 Address 305A Magothy Rd Severna Park, Md 21146

RECORD FEE 11.00  
 POSTAGE 1.50  
 12345 077  
 SEP 5 86

2. SECURED PARTY

Name	<u>Baldwin Service Ctr</u>	<u>Kubota Tractor Corp.</u>
	<u>41 Defense Hwy</u>	<u>4444 Shackelford Rd</u>
Address	<u>Annapolis, Md 21401</u>	<u>Norcross, Ga 30093</u>

ASSIGNEE:

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

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

- 1- New Kubota Tractor Model L2550DT-7 S/N 52984
- 1- New Kubota Loader Model BF400G S/N 12838

1986 SEP -5 PM 4:07  
 E AUBREY COLLISON  
 CLERK

CHECK  THE LINES WHICH APPLY

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

Mailed to Secured Party

James V. Osterman  
 (Signature of Debtor)  
James V. Osterman  
 Type or Print Above Name on Above Line  
 \_\_\_\_\_  
 (Signature of Debtor)  
 \_\_\_\_\_  
 Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.  
Ilse H. Fink, Corp. Sec.  
 (Signature of Secured Party)  
 Type or Print Above Signature on Above Line

1150

STATEMENT OF TERMINATION OF FINANCING

The record reference, file number, and date of filing of the original Financing Statement to which this Statement of Termination of Financing shall apply are:

Record:  Land } Liber 462 Folio 139 File No. 247469  
 Financing Statement } Date of Financing Statement May 25, 1983

DEBTOR (OR ASSIGNOR)

Name Address  
Anchor Yacht Basin, Inc. 1048 Turkey Point Road  
Edgewater, Md. 21037

RECORD FEE 10.00  
POSTAGE .50  
ANNAPOLIS CITY 201 111129  
SEP 5 86

SECURED PARTY (OR ASSIGNEE)

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

The Secured Party certifies that it has terminated the security interest evidenced by the Financing Statement filed as stated above.

The filing officer is authorized to note the termination of that security interest in the index at the number given above, to remove from the files the Financing Statement filed at that number, and to return this Termination Statement to the Debtor at the above address.

THE FARMERS NATIONAL  
BANK OF ANNAPOLIS

Dated: August 25, 1986. By *[Signature]*  
Secured Party (or Assignee)

Mail to: The Farmers National Bank of Annapolis  
5 Church Circle  
Annapolis, Maryland

1050

Mailed to Secured Party

RECORDED FOR ANNE ARUNDEL COUNTY  
1986 SEP 25 PM 4:07  
E. AUDREY COLLISON  
CLERK

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal  
Amount is \$ 35,000.00 (paid on Deed of Trust)
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

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

I. Debtor(s) NAME ADDRESS  
 Street City State  
Peter J. Hildebrandt T/A Peter James Hairdressers and Darleen R. Hildebrandt  
150 K Jennifer Road, Annapolis, Md. 21401

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

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

Check  one or more boxes as applicable:

All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.

Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

RECORD FEE 12.00  
 POSTAGE .50

Title Owner of Real Estate: \_\_\_\_\_

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

436033 0237 R02 TOR#22  
 SEP 8 1986

Secured Party: SOVRAN BANK/MARYLAND

By: \_\_\_\_\_

Type Name Thomas A. Holland, III

Title Vice President

Debtor(s) or Assignor(s)

Peter J. Hildebrandt  
Peter J. Hildebrandt T/a Peter James Hairdressers

Darleen R. Hildebrandt  
Darleen R. Hildebrandt

Type or Print Name and Title of Each Signature

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY

1986 SEP -8 AM 9:24

E. AUBREY COLLISON  
 CLERK



Mailed to Secured Party



CONDITIONAL SALE CONTRACT NOTE

TO: Beltway Ford Truck Sales, Inc. FROM: Charles T. Moreland
8300 Ardwick-Ardmore Road, Landover, Md. 20785 813 Main Street, Galesville, Md. 20765

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

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

See Schedule "A" attached hereto and made a part hereof for description of equipment.

- (1) TIME SALES PRICE \$ 67,229.40
(2) Less DOWN PAYMENT IN CASH \$ 5,100.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ - 0 -
(4) CONTRACT PRICE (Time Balance) \$ 62,129.40

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 813 Main Street, Galesville, Md. 20765

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 Sixty two thousand one hundred twenty-nine and 40/100\*\*\*\*\* Dollars (\$ 62,129.40 )

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 18th day of September, 19 86, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,035.49 and the final installment being in the amount of \$ 1,035.49

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: August 13, 19 86
Accepted Beltway Ford Truck Sales, Inc. (SEAL) Charles T. Moreland (SEAL)
By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: Charles T. Moreland (Print Name of Buyer-Maker Here)
By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Co-Buyer-Maker Here)
This instrument prepared by

BOOK 502 PAGE 368

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

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

GUARANTORS-ENDORSERS SIGN HERE:

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

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)  
\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

Notice of the acceptance hereof is hereby waived, and none of the term s 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

BOOK 502 PAGE 369

BOOK 502 PAGE 369

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 August 13, 1986

between Deltway Ford Truck Sales, Inc. as Seller/Lessor/Mortgagee and Charles T. Moreland, 813 Main Street, Galesville, Md. 20745 (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 unamortized 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 \$ 62,129.40 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13th day of August, 19 86

Deltway Ford Truck Sales, Inc. (SELLER/LESSOR/MORTGAGEE)  
By 

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

SCHEDULE "A"

BOOK 502 PAGE 370

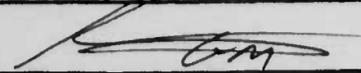
This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated August 13, 19 86 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Ford Dump Truck with 10 ft. Snyder body.  Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Noted, Buyer grants to Holder a Security Interest in goods inventory and equipment including but not limited to the following:	1986	LN9000	S/N1FDXR90W6GVA31274
One (1)	International Harvester	1979		

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

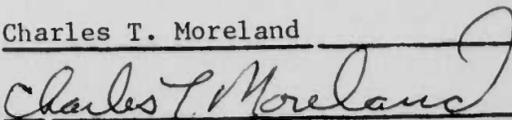
Seller, Mortgagee or Lessor:

Beltway Ford Truck Sales, Inc.

By: 

Purchaser, Mortgagor or Lessee:

Charles T. Moreland

By: 

Mailed to Secured Party

203073

BOOK 502 PAGE 371

FINANCING STATEMENT

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

1. Name of Debtor(s): Catherine S. MacMurray  
Address: 324 Charred Oak Court  
Whispering Woods  
Annapolis, Maryland 21401

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:  
All Inventory, Raw Materials, Goods In Process, Finished Goods, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and All Intangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements.

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

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

RECORD FEE 11.00  
POSTAGE .50  
#36099 0055 R02 T11:45  
SEP 8 86

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

Debtor(s):  
*Catherine S. MacMurray*  
Catherine S. MacMurray

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *[Signature]*  
Dennis Ortiz, 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.)

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

*Bald & Hall  
192 Duke of Gloucester St.  
Annapolis, MD 21401*

Mailed to Secured Party

RECEIVED IN RECORDS  
CIRCUIT COURT, ANNE ARUNDEL COUNTY  
1986 SEP -8 AM 11:48  
AUBREY COLLISON  
CLERK

140  
0  
045 580 72 Rev 8/79

FINANCING STATEMENT

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

1. Name of Debtor(s): Donald H. MacMurray  
Address: 324 Charred Oak Court  
Whispering Woods  
Annapolis, Maryland 21401

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

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

All Inventory, Raw Materials, Goods In Process, Finished Goods, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles. Equipment, All Tangible Assets, Accounts Receivable, Book Debts, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and All Intangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements.

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

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

RECORD FEE 11.00  
POSTAGE .50  
#36100 0055 R02 T11:46  
SEP 8 86

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s):  
*Donald H. MacMurray*  
Donald H. MacMurray

Secured Party:  
1st AMERICAN BANK OF MARYLAND  
By: *Dennis Ortiz*  
Dennis Ortiz, Asst. Vice President  
(Type Name and Title)

CR  
CLERK

(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)

*Bald A Hale*  
*192 Duke of Gloucester St.*  
*Annapolis, MD 21401*

Mailed to:  
045-580/1 Rev. 12/78

1100  
50

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, ST. JOHNS COUNTY  
1986 SEP -8 PM 11:48  
E AUBREY COLLISON  
CLERK

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

Harrison Yacht Sales, Inc.

Rt. 1 Box 536B  
Grasonville, MD 21638

RECORD FEE 11.00  
POSTAGE .50  
REGISTERED MAIL 110433  
SEP 8 86

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 Chris Craft inventory and from time to time together with all equipment or other necessities thereunto appertaining and belonging now or hereinafter added to or attached to said items of inventory, and all substitutions and replacements of said items of inventory and equipment and necessities.

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)

HARRISON YACHT SALES, INC.

FARMERS NATIONAL BANK OF MARYLAND

BY: David E. Harrison  
David E. Harrison

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



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP -8 AM 11:57

E. AUBREY COLLISON  
CLERK

1150

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 253,000.00

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

Name of Debtor

Red's Dove, Inc.

Address

2729 Solomons Island Rd.  
Edgewater, Md. 21037

Secured Party

Farmers National Bank

Address

5 Church Circle  
Annapolis, Md. 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):

- 966 D Rubber Tired Loader #94x5313
- D8K Bulldozer #77V13042
- Case Backhoe 580E #P.I.N. \*17031336\*

RECORDED FEE 11.00  
 RECORDING FEE 1771.00  
 POSTAGE .50  
 263909 001 110:34  
 SEP 8 86

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Red's Dove, Inc.

*[Handwritten Signature]*

Secured Party (or Assignee)

THE FARMERS NATIONAL BANK OF ANNAPOLIS

BY

*[Handwritten Signature]*

Type or print names under signatures

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

Mailed to Secured Party



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP -8 AM 11:57

E AUBREY COLLISON  
CLERK

11-  
1771-50

263910

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 50,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Robert C. Moore, M.D.

130 Holiday Ct., Suite 106  
Annapolis, MD 21401

SECURED PARTY

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

Attach separate list if necessary

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

All equipment and leasehold improvements now owned and hereafter acquired and all proceeds (cash & non-cash) of such equipment and leasehold improvements.

RECORDATION FEE 3.11-08  
POSTAGE .50

RECEIVED 077 801 110435  
SEP 8 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)

Secured Party (or Assignee)

*Robert C. Moore*  
Robert C. Moore, M.D.

FARMERS NATIONAL  
BANK OF MARYLAND

BY *Luan A. Coker*

Type or print names under signatures

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

Mailed to Secured Party

*11-300-50*



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP -8 AM 11:57

E. AUBREY COLLISON  
CLERK

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): DANIEL J MARCH  
Address: SANDRA B MARCH  
706 Eddings Avenue  
ANNAPOLIS, MD 21401

2. Name of Secured Party: The ANNAPOLIS BANK AND TRUST CO  
Address: P.O. Box 311  
ANNAPOLIS, MD 21404

RECORDED FEE 12-02  
POSTAGE .30  
MAY 13 1977 AM 11:50

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

SEP 8 1986

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

ALL ACCOUNTS RECEIVABLE, INVENTORY, FURNITURE, FIXTURES AND EQUIPMENT  
NOW OR HEREAFTER ACQUIRED.

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):  
*[Signature]*  
.....  
x *Sandra B March*  
.....

Secured Party:  
*The ANNAPOLIS BANK AND TRUST CO.*  
.....  
(Type Name of Dealership)



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Mailed to Secured Party

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

*John Paul Koehler, ASSISTANT CEE 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.)

Amount to be taxed: \$56,526.00

CIRCUIT COURT OF MARYLAND FOR ANNE ARUNDEL COUNTY  
(To be recorded among Financing Statement Records )

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code, to establish a Purchase Money Security Interest as described below:

1. NAMES AND ADDRESSES OF DEBTORS:

Eva Meyer  
5 Southship Road  
Dundalk, Maryland 21222

Victoria Donofrio  
2503 Wycliffe Road  
Baltimore, Maryland 21234

Phyllis Thomas  
5 Southship Road  
Dundalk, Maryland 21222

RECORD FEE 31.00  
PROPERTY TAX 399.00  
POSTAGE .50  
REGISTERED 0777 001 115-18

2. NAMES AND ADDRESSES OF SECURED PARTIES:

Lewis DeLizio  
Tremar, Incorporated  
406-C Silverleaf Court  
Glen Burnie, Maryland 21061

3. GRANT OF INTEREST: This Financing Statement covers the following property of the Debtors, acquired by the advance of funds from the Secured Parties to the Debtors:

(a) All of the Debtors' Accounts, whether now or hereafter existing, owned, acquired or created, and all monies and claims for monies due or to become due to the Debtors thereunder, and all cash and non-cash proceeds thereof pertaining or relating to or accrued from the operation of Modern Bride and Formal Shop or its successor at 28 Ordnance Road, Glen Burnie, Maryland 21061.

(b) All of the Debtors' goods, machinery and equipment, including but not limited to all of the Debtors' equipment, machinery, and furniture, together with all increases, additions, accretions, parts, fittings, accessories, special tools, attachments and accessions, now or hereafter used or bought for use in the Debtors' business at 28 Ordnance Road, Glen Burnie, Maryland, now or hereafter affixed thereto or used in connection therewith, and all replacements thereof or substitutions therefor, and all cash and non-cash proceeds thereof, and all subsequently acquired property placed on the premises at Modern Bride and Formal Shop, or its successor at 28 Ordnance Road, Glen Burnie, Maryland.

(c) All of the Debtors' Contract Rights now in force or hereafter acquired and all monies and claims for monies due or to become due to the Debtors thereunder and all cash and non-cash

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and McCONKEY, P. A.  
ATTORNEYS AT LAW  
1320 LINDEN AVE.  
ARBUTUS, MD. 21227  
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proceeds thereof, which in any manner relate to the business known as Modern Bride and Formal Shop, or any successor business located at 28 Ordnance Road, Glen Burnie, Maryland

4. PURCHASE MONEY INTEREST: Debtors grant and acknowledge that the Secured Parties with this filing have a perfected purchase money security interest in that property set forth and specifically described on the inventory attached as Schedule A, all replacements thereof or substitutions therefor acquired with the proceeds from the sale of the encumbered property.

5. The underlying secured transaction is for an unpaid principal purchase money indebtedness in the amount of

DATED: 1st day of July, 1986

DEBTORS:

SECURED PARTIES:

Eva Meyer  
EVA MEYER

Tremar Incorporated By:  
Lewis DeLizio  
LEWIS DeLIZIO

Victoria Donofrio  
VICTORIA DONOFRIO

Lewis DeLizio  
LEWIS DeLIZIO, individually

Phyllis Thomas  
PHYLLIS THOMAS

## INVENTORY-MODERN BRIDE &amp; FORMAL SHOP (7/1/86)

## Wedding Gowns (White Tickets)

G#	Code	Price	G#	Code	Price
4939	210	105.00	8888	9511	215.00
3811	210	105.00	8893	606	250.00
4006	202	90.00	8969	604	225.00
5126	240	145.00	8973	601	250.00
6318	249	175.00	9017	1600	175.75
5068	552	35.00	9043	1601	175.75
4005	157	105.00	9044	339	125.00
7025A	200W	310.00	9267	7718	149.00
7160	202	249.75	9269	7720	139.00
7161	204	329.75	9321	647	298.00
7191	203	289.75	9370	290	110.00
7155	953	200.00	9371	252	210.00
7139	5430	189.75	9372	257	205.00
7162	201	249.75	9373	323	225.00
7231	273	175.00	9374	242	130.00
8105	292	210.00	9441	333	155.00
8327	295	145.00	9442	298	175.00
8318	5608	169.75	9453	337	175.00
8357	304-114	225.00	9499	6017	220.00
8404	298	175.00	9500	6000	215.00
8527	7605	99.00	9508	1900	295.00
8588	5601	179.95	9518	970	220.00
8605	8448	245.00	8768	8526	299.00
8601	7608	69.00	9534	7724	269.00
8607	7603	159.00	9533	347	189.00
8608	7606	156.00	9016	1602	135.00
8626	7601	154.00			
8621	2658	220.00			
8627	7609P	99.00			
8636	960	190.00			
8631	5814	179.75			
8641	9503	195.00			
8651	962	225.00			
8664	967	250.00			
8669	2668	299.00			
8680	5834	169.75			
8678	963	250.00			
8681	965	220.00			
8692	7607	119.00			
8693	7611	159.00			
8711	2686	240.00			
8721	9514	235.00			
8733	7604	149.00			
8745	961	220.00			
8749	966	227.40			
8759	964	200.00			
8760	308	245.00			
8767	5803	199.75			
8769	8445	275.00			
8771	9502	235.00			
8785	5806	239.75			
8761	325	160.00			
8795	509	170.00			
8812	7612	299.00			
8809	7610	259.00			
8839	327	145.00			
8860	2677	240.00			
8863	5825	189.75			

## BM &amp; MOB (White Tickets)

9571	669	50.00
9560	7137	59.00
9559	7108	65.00
9517	7150	62.00
9514	7114	46.00
9513	7107	62.00
9512	7106	50.00
9511	7105	50.00
9510	7100	49.00
9494	8080	50.00
9501	7147	59.00
9504	7149	56.00
9493	794	45.00
9487	362	49.00
9486	361	54.00
9485	356	47.00
9484	729	52.00
9478	718	50.00
9454	355	57.00
9419	795	55.00
9417	748	50.00
9358	351	57.00
9392	717	52.00
9359	357	62.00
9354	752	60.00
9353	600	45.00
9240	350	54.00
9268	6702	59.00

WNEMAN, STYLES  
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ATTORNEYS AT LAW  
20 LINDEN AVE.  
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242-4414

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MB & MOB (white tickets) continued

G#	CODE	PRICE	G#	CODE	PRICE
9257	9321	89.75	7114	6924	95.75
9154	969-725	60.00	8391	4100	54.75
9099	6701	49.00	9469	5043	55.00
9355	772	60.00	9381	552	43.00
9084	525	46.00	8931	7902	99.75
9352	755	45.00	9459	5010	52.00
9083	525	46.00	8904	6915	69.75
9042	708	44.00	9401	4119	64.75
9023	9321	89.75	8914	5116	69.00
9010	753	45.00	9452	6993	69.75
9009	853	45.00	7833	5086	65.00
8945	9317	74.75	8694	104	35.00
8871	723	54.00	8867	4075	60.00
8862	6949	49.75	8978	5116	69.00
8838	6930	54.75	7699	6995	69.75
8748	727	59.00	9349	5075	59.00
8735	759	49.00	8724	711	40.00
8713	704	65.00	9307	6965	69.75
8698	759	48.00	8752	5029	59.00
8676	707	52.00	9475	4544	55.00
8674	714	37.00	9418	792	45.00
8662	708	44.00	8913	5064	49.00
8657	6914	39.75	9490	552	40.00
8639	753	45.00	7314	5080	57.00
8630	6901	44.75	7210	613	35.00
8625	6608	34.00	9006	5080	57.00
8591	746	45.00	9415	6930	54.75
8660	702	45.00	9476	4523	59.00
8592	750	45.00	9085	525	46.00
8545	6605	44.00	9360	354	62.00
8372	6713	39.75	9084	525	46.00
8185	528	50.00	8814	5115	59.00
8169	957	60.00	8844	4324	52.75
8138	500	69.00	9507	5021	55.00
8255	517	62.00	7657	963	55.00
8044G	730	49.00	9356	554	40.00
8046G	736	49.00	9474	4520	62.00
7939	512	49.00	8923	5902	59.72
7654	963	50.00	8576	725	35.00
7429	716	45.00	7208	531	38.00
7306	717	53.00			
7194	448	50.00			
7172	445	53.00			
7159	1204	49.75			
7158	1203	59.75			
7094	1200	129.00			
7086	706	49.00			
7084	708	42.00			
7248	957	60.00			
7083	710	42.00			
6277	525	44.00			
5110	236	46.00			
5045	528	57.00			
4982	645	45.00			
4981	635	38.00			
4902	904	46.00			
9444	5039	59.00			

Flower Girls Gown (White Tags)

8042	1052	36.00
9502	17147	44.00
9503	17149	42.00
8628	16927	49.00

Flower Girls Gowns (Yellow Tags)

7567	29.75
6339	22.00
4658	29.75
7565	34.75

Single Crinoline Slips

116 slips at \$11.75 each 1,363.00

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Dougle Crinoline Slips

60 slips @ \$16.50 each 990.00  
44 slips @ \$14.00 each 616.00

Straight Slips

86 slips @ \$8.00 each 688.00

Gloves

Lace 11 @ \$10.95 120.45  
Plain 8 @ \$6.95 55.60  
Ruffle 5 @ \$10.95 54.75  
Long Ruffle 12 @ \$10.95 131.40  
Lace 1 @ 7.95 7.95  
Childrens 5 @ \$7.95 39.75

Nylons

7529 8 @ \$8.50 68.00  
7544 10 @ \$11.50 115.00  
7502 8 @ \$8.50 68.00

Shoes

Sandals 32 at \$12.25 392.00  
Pump 24 at \$13.75 330.00  
Lace Pump 7 @ \$16.25 113.75  
Ballet 7 at \$10.50 73.50

Bras

#7601 92 @ \$5.00 460.00

Treasure Masters

Wedding Photo Book 6 @ \$11.25 67.50  
Champagne Set 11 @ \$11.25 123.75  
Garters 69 @ \$1.40 96.60  
Tulip Glasses 1 @ \$7.50 7.50  
Pillows 9 @ \$5.50 49.50  
Baby Dolls 6 @ \$5.50 33.00  
Garter set glasses 3 @ \$10.75 32.35  
Two galses set 8 @ \$4.25 34.00  
Cake Tops 3 @ \$7.00 21.00  
Cake Tops 1 @ \$5.25 5.25  
Cake Tops 5 @ \$6.50 32.50

Bridal Veils (Rack #1)

#	Code	Price
H1346	621-293	39.00
	MJ1122WL	24.00
H2161	T2197M	46.00
H1137	T2270M-390	17.75
H9942	T2154MN	34.00
H1349-390	P2136MW	34.75
H1241	P2161MW	44.75
H1394	T1064M-390	52.75
H1342	572-293	40.00
H9972	8204V-103	21.75

Bridal Veils (Rack #1) cont.

#	Code	Price
H1304	P2138M-390	39.75
H1383	ABC 4-WM	22.00
H1051	HA7393W-WM	21.75
H1227	T2201MW	36.75
H9850	7322-130	32.75
H9825	8101V-130	24.75
	RA1090	43.00

Window Veils

H1240	T1427M	36.75
H1404-390	T1524M	62.75
H1414-390	T1368M	42.75
H1391-390	T2285M	37.75

Bridal Veils

H1294	T2162M-390	41.75
H9973	7405V-130	26.75
H9258	6156-373	35.75

Bridal Veils

H9978	2058.373	39.75
H1403-390	P22670	32.75
H1129-390	T2142MW	35.75
H1053	1168WM	25.25
G1786	N/R/O	
H9951	P2138M	39.75
H1096	0435	36.00
H1301	P2142MW	29.75
H1302	T2136-392	33.75
H1401-390	T2161MW	37.75
H1262	P502M	32.75
H1327	4275-102	52.00
H1048	V5428-136	32.75
H1263	1048	53.75
H1250-136	V5827	39.75
H1337	T2201MW	36.75
H1254-373	1130-205-275	35.75
H1344	624-293	45.00
H1192	T2275M-390	59.75
H1292	T2118MW-390	32.75
H1350-390	T1298M	37.75
H1415	T1435M-390	49.75
H1333	T2193M-390	34.75
H1108	6108-293	36.00
H1426	T825M	34.75

Bridal Veils (Rack #2)

H1300-390	T1259M	29.75
H9006	975-249	37.00
H1427	T2237M	38.75
H1393	T2297M 390	54.75
H1275	T2142MW	35.75
H1279	V5806	39.75
H1170	T2277M	39.75
H1408-390	1171	42.75

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242-4414

Bridal Veils (Rack #2) Cont.

#	Code	Price
H1128-390	T2136M	33.75
H9254	6493-373	42.75
H1323	4215702	52.00
H1431-136	V6000	40.00
H1190	P2271MW	44.75
H1297	T2294M-390	42.75
H1413-390	T1407MW	39.75
H1271	2236	45.75
H1303	T2200M-390	36.75
H9596	T1041-390	47.75
H1258	1134-371-273-373	37.75
H9811	7320V-130	34.75
H9604	7123-130	26.75
H1432-136	V6017	45.00
H9406	6022-373	39.75
H1398-390	T2197MW	45.75
H1249-136	V5814	44.75

Wedding Gowns (Yellow Tags)

#	Code	Price
7127	932-154	180.00
8370	5621-136	189.75
7151	7407-130	139.00
8942	5823-136	169.75
7707	7519-130	129.00
4996	5044-136	
7577	5444-136	199.75
8114	7524-130	144.00
7907	7521-130	99.00
3802	2308-249	185.00
8864	5807-136	199.75
7393	1811-154	190.00
6303	929-154	195.00
8645	8302-130	69.00
6186	927-154	180.00
6069	926-154	175.00
7238	934-154	195.00
7152	937-154	200.00
7190	933-154	190.00
7263	7412-130	169.00
7711	7516-130	149.00
7312	936-154	190.00
7153	2510-249	230.00
6438	7325-130	169.00
7076	7402-130	139.00
8017	7526-130	159.00
7831	7517-130	159.00
7413	5404-136	199.75
7336	1859-154	195.00

BM & MOB (Yellow Tickets)

#	Code	Price
8706	61-242	53.00
8926	613242	50.00
8186	514242	52.00
8684	749156	49.00
8623	9318312	39.75
4563	5745381	44.75
6400	6123381	49.75

BM & MOB (Yellow Tickets) cont.

#	Code	Price
8111	732-156	55.00
7367	696-111	42.00
7265	692-111	55.00
8590	745156	49.00
7291	310288	45.00
8707	613242	50.00
7135	6550381	47.75
7295	715111	50.00
7125	685111	45.00
8450	740156	45.00
3912	352288	44.00
5112	6104381	45.75
2846	6706130	24.00
7136	6508381	49.75
8806	750111	45.00
8448	741156	49.00
8051	4976299	49.00
7318	611249	49.00
4542	806156	36.00
8686	758156	45.00
4593	626111	45.00
4741	615288	99.95
4679	607288	49.00
8045	733156	49.00
7352	6515-381	42.75
6416	226-280	46.00
7088	711-156	55.00
1832	4126-381	32.75
3574	6809-130	36.00
	628-111	39.00
3116	953-288	47.00
6441	216-280	55.00
3472	6808130	44.00
4654	5916381	42.75
7269	968288	47.00
4641	629111	42.00
6320	6305130	59.00
7196	6500381	39.75
7317	603249	49.00
6805	316288	52.00
8050	4991299	49.00
3891	358288	50.00
2541	992146	45.75
4481	6129130	49.00
7299	966288	62.00
6265	663111	60.00
5044	957156	49.00
5074	533288	40.00
3837	425156	121.75
2528	558111	32.00
SP78651		26.00
GSP	141011093	45.00
G-AAG	339769	50.00
6128	305288	43.00
8088	505288	52.00
6235	304288	42.00
8821	6912381	69.75
3892	6906130	42.00
2795	727156	27.00
3975	367288	45.00

**WONNEMAN, STYLES  
and McCONKEY, P. A.**

ATTORNEYS AT LAW  
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ARBUS, MD. 21227

242-4414

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BM & MOB (Yellow Tickets) Cont.

<u>#</u>	<u>Code</u>	<u>Price</u>
7566	652038I	39.75
3971	368288	45.00
2831	962288	39.00
8049	501288	50.00
6398	610338I	47.75
7093A	6407130	44.00
8140	503288	60.00
8679	690338I	39.75
8248	670838I	54.75
7117	713156	49.00
9254	9309312	49.75
8216	971288	40.00
5130	615538I	45.75
7124	691111	55.00
8820	690738I	36.75
G7103	952288	46.00
7043	661111	40.00
8239	515242	48.00
8144	672338I	47.75
4591	611281	53.00
6261	630438I	39.75
8542	375038I	59.00
8373	5097113	65.00
7143	5059113	65.00
2518	251338I	44.75
2587	4052111	38.00
8758	5108113	79.00
8756	5097113	65.00
8727	116111	40.00
2786	4064111	49.00
5233	351638I	39.75
61536	KAT-BBB	43.00
4732	902242	95.95
	767	40.00

Brides Maids

1316	8345	22.50
9261	9152	14.75
9592	7751	14.75
1315	8436	23.75
8067	9091	38.75
9696	7876	18.50
9403	9202	14.75
9260	9153	14.75
8066	9090	
8000	2781	13.75
9696	7876	18.50
6894	9083	13.75
9909	9261	13.75
9696	7876	18.50
6873	9081	12.75
9910	9281-373	13.75
9402	9201	14.75
6688	9062	15.75
9691	7889	14.75

NEMAN, STYLES  
 McCONKEY, P. A.  
 ATTORNEYS AT LAW  
 100 LINDEN AVE.  
 BALTIMORE, MD. 21227  
 410-242-4414

Mailed to Secured Party

PURCHASE MONEY SECURITY AGREEMENT

This Security Agreement dated as of the 1st day of July, 1986, to Lewis DeLizio, individually and Tremar, Inc., a Maryland Corporation (hereinafter referred to as the "Lender"), from Eva Meyer, Victoria Donofrio and Phyllis Thomas, (hereinafter referred to as the "Borrowers").

RECORD FEE 53.00  
POSTAGE .50

WITNESSETH:

RECITALS

Simultaneously herewith the Borrowers have borrowed from the Lender the principal sum of eighty-six Thousand/Dollars (\$ 86,500.00) which loan is evidenced by the Borrowers' promissory note (hereinafter referred to as the "Note") of even date herewith in the aforementioned principal amount with interest. The Borrowers desire to secure the hereinafter referred to Liabilities by the execution of these presents.

SEP 8 86

NOW, THEREFORE, in consideration for the Lender making the loan evidenced by the Note and other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrowers covenant and agree as follows:

SECTION 1. DEFINITIONS.

All the terms herein which are defined by the Maryland Uniform Commercial Code shall have the same meanings as assigned them by the Maryland Uniform Commercial Code. All accounting terms not specifically defined herein shall have the meanings assigned to them as determined by generally accepted accounting principles, consistently applied. Unless the context otherwise requires, when used herein, the following terms shall have the following meanings:

1.01 "Accounts" shall have the same meaning as provided by the Maryland Uniform Commercial Code.

1.02 "Contract Rights" shall have the same meaning as provided by the Maryland Uniform Commercial Code.

WONNEMAN, STYLES  
and McCONKEY, P. A.  
ATTORNEYS AT LAW  
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242-4414

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RECORDING FOR RECORD  
1986 SEP 18 PM 4:26  
AUDREY COLLISON  
CLERK

1.03 "Equipment" All of the Borrowers' equipment now or hereafter used or bought for use in the Borrowers' business or businesses including but not limited to all of the Borrowers' equipment, machinery, and furniture, together with all increases, additions, accretions, parts, fittings, accessories, special tools, attachments and accessions now or hereafter affixed thereto or used in connection therewith and all replacements thereof or substitutions therefor. Equipment is particularly listed on Schedule A attached hereto.

1.04 "Liabilities" include, as of the date on which determined, (a) the unpaid principal balance of the Note (or any renewals or extensions thereof or substitutions therefor) plus accrued and unpaid interest thereon, (b) all unpaid Advances, (c) all unpaid Related Expenses, and (d) any and all other liabilities, indebtedness or obligations of the Borrowers to the Lender of whatsoever kind or nature, due, accrued, or to become due, future advances, now existing or hereafter created, matured or unmatured, direct or contingent, including any extensions and renewals thereof or substitutions therefor.

1.05 "Person" A corporation, an association, a partnership, an organization, a business, an individual or a government or political subdivision thereof or governmental agency.

1.06 "Related Expenses" All expenses, charges, costs, and fees (including attorney's fees and expenses) paid or incurred by or on behalf of the Lender in connection with (a) the collection or enforcement of the Note or any of the Liabilities, and (b) the creation, perfection, collection, maintenance, preservation, performance, taking possession, realization upon, disposition, sale or enforcement of all or any part of the Collateral and/or of the Lender's lien, and/or security interest therein or thereon.

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and McCONKEY, P. A.**

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ARBUS, MD. 21227

242-4414

1.07 "Taxes" All taxes and assessments whether general or special, ordinary or extraordinary, or foreseen or unforeseen, of every character (including all penalties or interest thereon), which at any time shall have been assessed, levied, confirmed or imposed on the Borrowers or any of its properties or assets or any part thereof or in respect of any of its respective franchises, businesses, income or profits, and all claims for sums which by law have or might become a lien or charge upon any of its properties or assets.

SECTION 2. COLLATERAL.

As security and collateral for the payment as and when due and payable of all of the Liabilities, and for the performance of, and compliance with, by the Borrowers of all of the terms, covenants, conditions, stipulations and agreements contained in this Agreement and in the Promissory Note, the Borrowers hereby assigns and grants to the Lender and agrees that the Lender shall have a lien on a security interest in:

2.01 Accounts. All of the Borrowers' Accounts whether now or hereafter existing, owned, acquired or created, and all monies and claims for monies due or to become due to the borrowers hereunder, including but not limited to all cash and non-cash proceeds thereof. The Accounts are intended to secure the Liabilities and are not, in fact, sold to the Lender.

2.02 Equipment. All of the Borrowers' Equipment whether now owned or hereafter acquired including but not limited to all proceeds thereof (cash and non-cash) and any Equipment which is or may become attached to the real property (or any improvements thereon) described in Schedule A attached hereto and made a part hereof. All of the Schedule A property is acquired by virtue of the extension of credit described herein and the interest granted is intended to be a "purchase money security interest".

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2.03 Contract Rights. All of the Borrowers' Contract Rights now in force or hereafter acquired and all monies and claims for monies due or to become due to the Borrowers hereunder including but not limited to all cash and non-cash proceeds thereof, provided however that nothing contained in this Agreement shall impose upon the Lender any of the obligations and liabilities of the Borrowers under any of the contracts of the Borrowers now in existence or hereafter entered into by the Borrowers. The Contract Rights are intended to secure the payment of the Liabilities and are not, in fact, sold to the Secured Party.

2.04 Borrowers grant Lender a security interest in that ongoing business known as "Modern Bride and Formal Shop" at 28 - Ordnance Road, Glen Burnie, Maryland, or any other name under which the Borrowers operate a business on those premises, and including goodwill, the inventory, and related items.

SECTION 3. REPRESENTATIONS AND WARRANTIES.

The Borrowers represent that:

3.01 Assignment. The Borrowers may assign the property herein to any individual or a corporate authority or limited partnership, in which case the assignee will enter into and perform this Agreement and make the borrowing hereunder, execute and deliver this Note and incur the obligations provided for therein and herein, all of which will be duly authorized by all proper and necessary corporate or other actions. However, the addition of the entity as a signatory to this Agreement and the entity's execution of the Note will not discharge the obligation of the Borrowers described herein.

3.02 Binding Agreement. This Agreement and the Note constitute the valid and legally binding obligations of the Borrowers in accordance with their terms.

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3.03 Taxes. The Borrowers have filed or caused to be filed all federal, state and local tax returns which, to the knowledge of the Borrowers, are required to be filed, and have paid or caused to be paid all Taxes as shown on said returns or on any assessment received by it, to the extent that such Taxes have become due, except as otherwise permitted by the provisions of this Agreement.

3.04 Collateral. (a) No financing statement (other than any which may have been filed on behalf of the Lender) covering any of the Collateral is on file in any public office, and (b) the Borrowers are the legal owners or purchasers of all Collateral, free and clear of all security interest, assignment and lien except as granted hereunder.

SECTION 4. COVENANTS.

Until payment in full of the Liabilities and performance of all other obligations of the Borrowers hereunder and under the Note:

4.01 Financial Statements. The Borrowers will furnish to the Lender, promptly, from time to time, such information regarding the operation, business, affairs, and financial condition of the Borrowers as the Lender may from time to time reasonably request in order to ascertain the condition of its collateral.

4.02 Books and Records, etc. The Borrowers will (a) at all times keep and maintain accurate books and records of the Collateral and of any contracts and collections relating thereto, (b) make entries on such books and records in form satisfactory to the Lender disclosing the Lender's security interest in and lien on the Collateral, (c) furnish promptly upon request such information, reports, contracts, invoices (showing names, addresses and amounts owing) and other data concerning account debtors, and (d) permit any person designated by the Lender to enter,

examine, audit and inspect the Collateral and all properties, corporate books and financial records pertaining to the Collateral, operation, business, affairs and financial condition of the Borrowers at any reasonable time and from time to time.

4.03 Location of Equipment. Without the prior written consent of the Lender, the Borrowers' Equipment (except for mobile Equipment customarily used in more than one place) will only be located at the Borrowers' principal place of business, which until \_\_\_\_\_ will be 28 Ordnance Road, Glen Burnie, Maryland. Whenever any of the Equipment is located upon mortgaged or leased premises, the Borrowers will promptly at the request of the Lender cause the lessor or mortgagee of such premises to execute and deliver to the Lender such consents, waivers and/or subordinations as the Lender may require.

4.04 Sale of Equipment. Without the prior written consent, which will not be unreasonably withheld, the Borrowers will not sell, transfer, lease, exchange or otherwise dispose of any of its Equipment.

4.05 Maintenance and Care. The Borrowers will maintain its Equipment in good condition and repair and will not permit anything to be done to the same which may impair the value thereof.

4.06 Insurance. The Borrowers will insure its Equipment against such casualties or risks in such form and amount as may be required by the Lender. All insurance policies shall be written for the benefit of the Borrowers and the Lender as their interests may appear and designating the Lender as loss payee to the extent of its interest, and such policies or certificates evidencing the same shall be furnished to the Lender. The Lender is hereby irrevocably appointed the Borrowers' attorney-in-fact coupled with an interest to endorse any draft or check which may be payable to the Borrowers in order to collect the proceeds of

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such insurance. Any balance of insurance proceeds remaining after payment in full of all amounts secured hereunder shall be paid to the Borrowers. Lien amounts hereunder shall have priority over any claim of Borrowers to insurance proceeds.

4.07 Taxes. The Borrowers shall pay and discharge all Taxes, on the secured under this agreement, prior to the date on which penalties are attached thereto, unless and to the extent only that such Taxes shall be contested in good faith and by appropriate proceedings by the Borrowers.

4.08 Other Liens, Security Interest, etc. The Borrowers will at all times keep the Collateral free from all liens, security interests, assignments, encumbrances and claims of every kind and nature, other than those of the Lender.

4.09 Defense of Title and Further Assurances. The Borrowers will at their expense defend the title to the Collateral (or any part thereof) and will promptly upon request execute, acknowledge and deliver any financing statement, renewal, affidavit, deed, assignment, continuation statement, security agreement, certificate or other document as the Lender may require.

4.10 Advance. If the Borrowers shall fail to make any payment or otherwise fail to perform observe, or comply with any of the conditions, covenants, terms, stipulations or agreements contained in Sections 4.05, 4.06, 4.07, 4.08 and 4.09 hereof, the Lender, without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Borrowers, and may enter upon the premises of the Borrowers for that purpose. All sums so advanced by the Lender and all related costs and expenses including, without litigation, reasonable attorney's fees and expenses) will be paid in full within five (5) days or this Agreement will be deemed in default.

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4.11 Collections. Until such time as the Lender shall notify the Borrowers of the revocation of such privilege, the Borrowers shall at their own expense have the privilege for the account of and in trust for the Lender of collecting the proceeds of its Accounts and Contract Rights. The Lender may, at its option, at any time or from time to time revoke, the collection privilege given to the Borrowers by giving notice of such revocation to the Borrowers.

4.12 Rights of Lender Concerning Collateral. The Lender may at any time or from time to time, and the Borrowers hereby appoints irrevocably the Lender its attorney-in-fact, with power of substitution, at the cost and expense of the Borrowers, to:

(a) enter and remove from the Borrowers' place of business all records, ledger sheets, correspondence, invoices and documents, relating to or evidencing any of the Collateral, (b) stamp all ledgers of the Collateral and the proceeds thereof with a Notice of Lien, (c) extend services, if any necessary, to fulfill in whole or in part any order of any account debtor, (d) demand, collect, receipt for and give reasonable renewals, extensions, discharges and releases of any of the Collateral or any part of any thereof, (e) institute and prosecute legal and equitable proceedings to enforce collection of, or realize upon, any of the Collateral, (f) settle, renew, extend, compromise, compound, exchange or adjust claims in respect of any of the Collateral or any legal proceedings in respect thereof, (g) sell any Account for cash, credit or property to itself or to any other Person at any public or private sale, (h) make any agreement with respect to any of the Collateral and otherwise deal with any of the same as fully and completely as though the Lender were the absolute owner for all purposes, (i) take control in any manner of any cash or non-cash items of payment, (j) endorse the name of the Borrowers upon any

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check, note, draft or other instrument in payment of any of the Collateral, (k) sign the Borrowers' name on any invoices relating to the Collateral or on any Proof of Claim in Bankruptcy against any account debtor, (l) receive and open all mail addressed to the Borrowers and notify the Post Office authorities to change the address for the delivery of mail to the Borrowers to such address as the Lender may designate, and (m) do all other acts and things necessary in the Lender's opinion, but only to carry out the terms of this Agreement and avoid a default by the Borrowers.

SECTION 5. EVENTS OF DEFAULT.

The occurrence of any one or more of the following events (herein sometimes referred to as "Events of Default") shall constitute a default hereunder, and all such Events of Default are individually and collectively included in the term "Default" as used herein:

5.01 If the Borrowers shall fail to pay promptly the principal or interest on any of the Liabilities, including, without limitation, the Promissory Note, when and as due and payable.

5.02 If the Borrowers shall fail to duly perform, comply with or observe any of the terms, conditions or covenants of this Agreement, the Sales Agreement, or the Promissory Note all executed simultaneously herewith.

5.03 If the Borrowers shall attempt to remove the equipment from the premises without the prior authorization of the Lender, as expressly prohibited in paragraph 4.03 of this Agreement.

5.04 If the Borrowers shall cease operating a Bridal and Formal Wear Shop on the premises known as 28 Ordnance Road, Glen Burnie, Maryland or if the Borrowers shall sell or attempt to sell the business or the equipment to a third party.

SECTION 6. RIGHTS AND REMEDIES.

If any one or more Events of Default shall occur, then in

each and every such case, the Lender at its option may at any time thereafter exercise and/or enforce any rights with respect to the Collateral hereinbefore set forth and any of the following rights and remedies:

6.01 Acceleration. Declare without notice to the Borrowers all of the Liabilities (including, without limitation, the Note) to be immediately due and payable.

6.02 Uniform Commercial Code. In addition to all other rights and remedies which it may have, proceed under the Maryland Uniform Commercial Code. The Lender or its agents may enter upon the Borrowers' premises to take possession of the Collateral, to remove it, to render it unusable or to sell or otherwise dispose of the Collateral. Any notice of the sale or other disposition of the Collateral required by applicable law shall constitute reasonable notice to the Borrowers if sent at least five (5) days prior to such sale or disposition. The Borrowers shall pay all Related Expenses which shall bear simple interest from the date incurred or advanced until paid in full at the rate of eighteen percent (18%) per annum. No notice shall be required to be sent to the Debtor pursuant to the Uniform Commercial Code unless in the event default has been declared under paragraph 5.03 immediately above. Any notice of default and in particular any notice of acceleration pursuant to paragraph 6.01 shall be mailed to the Borrowers.

6.03 Appointment of Receiver. As a matter of right, the Lender shall be entitled to the appointment of a receiver for the Collateral of all or any other property and assets of the Borrowers, and the Borrowers hereby consent to the appointment of such a receiver and will not oppose any such appointment of such a receiver and will not oppose any such appointment.

6.04 Remedies, etc. Cumulative. Each right, power and remedy provided for in this Agreement or in the Note or in any

related document, instrument or agreement now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent.

6.05 No Waiver, etc. No failure to insist upon the strict performance of any term, condition, covenant or agreement of this Agreement or of the Note or of any related documents, instruments, or agreements, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term. By accepting payment after the due date of any amount payable, the Lender shall not be deemed to waive the right either to require prompt payment when due of all other amounts payable under this Agreement or under the Note.

SECTION 7. MISCELLANEOUS.

7.01 Survival. All covenants, agreements, representations, and warranties made herein, in any officer's certificates and in any other instruments or documents delivered pursuant hereto shall continue in full force and effect so long as any of the Liabilities are outstanding and unpaid.

7.02 Notices. All notices, demands, requests, consents, or approvals required under this Agreement to be in writing, shall be deemed to have been properly given if and when mailed by first class mail, return receipt requested, postage prepaid, if to Lender at: 8256 Rivera Drive, Severn, Maryland 21144; and if to the Borrowers at or at such other addresses as the Borrowers or the Lender shall have furnished to the other in writing.

IN WITNESS WHEREOF, the Lender and the Borrowers have each caused this Agreement to be executed, sealed and attested by its duly authorized officers, the day and year first written above.

BORROWERS:

*Eva Meyer*  
EVA MEYER

*Victoria Donofrio*  
VICTORIA DONOFRIO

*Phyllis Thomas*  
PHYLLIS THOMAS

LENDER:

Tremar, Inc., BY:  
*Lewis DeLizio*  
Lewis DeLizio

*Lewis DeLizio*  
Lewis DeLizio,  
Individually

Mailed to Secured Party

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256053  
RECORDED IN LIBER 483 FOLIO 492 ON 3/26/85 (DATE)

1. DEBTOR

Name Crow-Park Station Limited Partnership, a Maryland limited partnership  
Address c/o Trammell Crow Company, 1025 Thomas Jefferson Street, N.W.  
Washington, D.C. 20007

2. SECURED PARTY

Name Union Trust Company of Maryland  
Address 7 St. Paul Street, Baltimore, Maryland 21202  
See below

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

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 11.00  
POSTAGE .50  
#34256 0237 R02 110:25  
SEP 9 86

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above, in the following property: <u>All property described in original statement</u></p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>E. TERMINATION STATEMENT <input type="checkbox"/>  This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>	

E. AUBREY COLLISON  
CLERK

RECEIVED FOR RECORDING  
1986 SEP -9 AM 10:49

Assignee: Aetna Life Insurance Company  
CityPlace  
Hartford, Connecticut 06156  
Attn: Aetna Realty Investors, Inc.

Mailed to Secured Party

Assignor: Union Trust Company of Maryland

Dated September 8, 1986

By: George F. Oliver (SEAL)  
George F. Oliver  
(Print Name)  
Assistant Vice President  
(Title)

To The Filing Officer: Please return this document following filing to:  
Patrick M. Shelley, Esquire, Semmes, Bowen & Semmes, 10 Light Street,  
Baltimore, Maryland 21202.

11.00  
50

263875

nD-1

BOOK 502 PAGE 397

To Be Recorded In FINANCING  
STATEMENT RECORDS  
ANNE ARUNDEL COUNTY, MARYLAND

Not Subject To  
Recordation Tax

The appropriate amount of documentary stamps are affixed to certain Deeds of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same indebtedness.

RECORD FEE 26.00  
POSTAGE .50  
#36257 (237 RD) T10:25  
SEP 9 '86

FINANCING STATEMENT

This Financing Statement dated September 8, 1986, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

- |   |   |
|---|---|
| 1. Debtor:  | Address:  |
| Crow-Park Station Limited Partnership, a Maryland limited partnership also trading as P and D Joint Venture | Trammell Crow Company<br>1025 Thomas Jefferson Street,<br>N.W., Suite 720<br>Washington, D.C. 20007 |
| 2. Secured Party:   |   |
| Aetna Life Insurance Company, a Connecticut corporation   | CityPlace<br>Hartford, Connecticut 06156<br>Attn: Aetna Realty<br>Investors, Inc.                   |

RECEIVED FOR RECORDATION  
CLERK'S OFFICE  
1986 SEP -9 AM 10:49  
E. AUBREY COLLISON  
CLERK

3. This Financing Statement Covers:
- (a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

26.00  
50

(b) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or leased or hereafter acquired, including, but not limited to: all building materials, goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(c) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the herein-

BOOK 502 PAGE 399

after described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

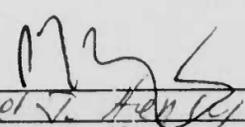
4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under a Consolidated Deed of Trust pursuant to an Agreement of Confirmation, Consolidation, Modification and Extension of even date herewith given by Debtor to David E. Belcher and Donald L. Bradfield, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing indebtedness owed by Debtor to the Aetna Life Insurance Company.

6. The real estate consists of a certain 21.5905 ± acre parcel of land and the improvements thereon located in Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto.

Debtor: Crow-Park Station Limited Partnership, a Maryland limited partnership also trading as P and D Joint Venture

By: Crow-Severna Retail Limited Partnership, a Texas limited partnership, General Partner

By:   
Peter J. Henry, General Partner

To The Filing Officer: After this statement has been recorded, please mail the same to Patrick M. Shelley, Esquire, Semmes, Bowen & Semmes, 10 Light Street, Baltimore, Maryland 21202.

EXHIBIT A

Beginning for the same at a point on the westerly right-of-way line of Maryland Route 2 at the dividing line between said The Farmers National Bank and the lands of Charles H. Steffey, Inc. recorded among the said land records in Liber 2527 Folio 521; thence with said right-of-way line of Maryland Route 2

1. S 35° 23' 20" E, 328.26 feet; thence leaving said right-of-way line and binding on two lines common to the lands of the Annapolis Banking and Trust Company recorded among the said land records in Liber 1720 Folio 72
2. S 50° 13' 40" W, 200.00 feet; thence
3. S 35° 23' 20" E, 165.00 feet to a point on the northerly right-of-way line of McKinsey Road; thence binding on same
4. S 48° 26' 40" W, 410.26 feet; thence leaving said right-of-way line and binding on seven lines common to the lands of the Weiss Brothers, a limited partnership, recorded among the said land records in Liber 1972 Folio 462
5. N 17° 23' 17" W, 266.14 feet; thence
6. N 18° 03' 17" W, 103.11 feet; thence
7. S 63° 46' 41" W, 234.58 feet; thence
8. N 18° 10' 14" W, 180.91 feet; thence
9. S 65° 53' 58" W, 354.79 feet; thence

10. S 24° 06' 02" E, 6.30 feet; thence
11. S 65° 08' 58" W, 183.04 feet to a point on the easterly right-of-way line of Baltimore-Annapolis Boulevard; thence leaving said lines of Weiss Brothers and binding on said right-of-way line
12. N 41° 24' 02" W, 7.40 feet; thence
13. N 27° 58' 20" W, 49.98 feet to a point being a common corner of The Vermont Federal Savings and Loan Association, recorded among the said land records in Liber 3720 Folio 197; thence binding on 3 lines common to the said lands of The Vermont Federal Savings and Loan Association
14. N 65° 08' 58" E, 336.93 feet; thence
15. N 35° 14' 06" W, 141.19 feet; thence
16. S 68° 44' 10" W, 45.00 feet to a point being a common corner of A.W. Giddings, et ux recorded among the said land records in Liber 1720 Folio 525; thence binding on same
17. N 18° 14' 40" W, 89.97 feet to a point being a common corner of Estelle S. Hewes recorded among the said land records in Liber 1513 Folio 295; thence binding on same
18. N 68° 45' 02" E, 12.95 feet; thence
19. N 00° 59' 11" E, 53.18 feet, thence
20. N 88° 58' 30" W, 51.83 feet to a point being a common corner of A.W. Giddings, ET UX recorded among the said land records in Liber 1535 Folio 10; thence binding on same and also binding on a common line of 3 parcels of land recorded among the said land records in Liber 1815 Folio 11, as V.C. Frame, ET UX , Liber 3199 Folio 359, as Charles D. Howard, et ux, and Liber 1535 Folio 10, as A.W. Giddings, et ux
21. N 01° 08' 28" E, 283.28 feet to a point being a common corner of John H.J. Giddings, et al recorded among the said land records in Liber 3285 Folio 104; thence with the same
22. N 69° 14' 18" E, 75.14 feet; thence
23. N 18° 10' 41" W, 204.63 feet to a point being a common corner of Lot 3, Minor Subdivision GIDDINGS REALTY COMPANY, recorded among the said land records in Plat Book 71 Folio 15; thence binding on the easterly line of same

24. N 14° 54' 17" W, 319.03 feet to a point on the common line with the Kalus Construction Company recorded among the said land records in Liber 1514 Folio 177; thence binding on same
25. N 49° 48' 46" E, 231.57 feet to a point being a common corner of Giddings Realty Company, recorded among the said land records in Liber 1900 Folio 369; thence with same
26. S 40° 11' 13" E, 150.03 feet; thence continuing with same and also on the common line of Arnold E. Zaks, ET UX recorded among the said land records in Liber 3531 Folio 16
27. N 49° 48' 46" E, 222.87 feet to a point on the aforesaid right-of-way line of Maryland Route 2; thence with same
28. S 35° 23' 20" E, 751.20 feet to a point being a common corner of Charles L. Wolf, Jr. recorded among the said land records in Liber 1931 Folio 96; thence binding on same
29. S 55° 23' 10" W, 500.00 feet; thence
30. S 35° 23' 20" E, 250.00 feet to a point being a common corner of the aforesaid Farmers National Bank; thence with same
31. N 55° 23' 10" E, 500.00 feet to the point of beginning.

Containing 21.5905 Acres of land, more or less

BEING the same property which by Deed dated March 28, 1985 and recorded among the Land Records of Anne Arundel County in Liber No. 3870, folio 423 was granted and conveyed by The L.E.G. Joint Venture to Crow-Park Station Limited Partnership, a Maryland Limited Partnership.

BEING the same property which by Deed dated March 28, 1985 and recorded among the Land Records of Anne Arundel County in Liber No. 3870, folio 414 was granted and conveyed by The Farmers National Bank of Maryland to Crow-Park Station Limited Partnership.

Together with the rights, privileges and benefits contained in that certain Deed dated January 27, 1965 and recorded among the land records of Anne Arundel County in Liber 1831, Folio 83; and

Together with the rights, privileges and benefits contained in that certain Deed dated March 26, 1984 and recorded among the land records of Anne Arundel County in Liber 3720, Folio 197; and

Together with the rights, privileges and benefits contained in that certain Deed dated December 28, 1961 and recorded among the land records of Anne Arundel County in Liber 1535, Folio 6; and

Together with the rights, privileges and benefits contained in that certain Deed dated December 17, 1963 and recorded among the land records of Anne Arundel County in Liber 1720, Folio 72; and

Together with the rights, privileges and benefits contained in that certain Agreement dated January 27, 1965 and recorded among the land records of Anne Arundel County in Liber 1831, Folio 90.

Mailed to Secured Party

To Be Recorded In The Land Records And In The Financing Statement Records Of Anne Arundel County, Maryland And Among The Financing Statement Records Of The State Department of Assessments and Taxation

This Financing Statement Is Subject To Recording Tax Of \$ \_\_\_\_\_ On Principal Amount of \$1,525,000.00 Which Was Paid To The Clerk Of The Circuit Court Of Anne Arundel County, Maryland Upon The Filing Of A Deed of Trust

*Vol 10  
11/11*

FINANCING STATEMENT

RECORD FEE 310.00

1. Debtor:

CROW-PARK STATION LIMITED PARTNERSHIP also trading as P AND D JOINT VENTURE c/o Trammell Crow Company 1025 Thomas Jefferson Street, N.W., Suite 720 Washington, D.C. 20007

2. Secured Party:

UNION TRUST COMPANY OF MARYLAND Seven St. Paul Street Baltimore, Maryland 21202

RECORD FEE 31.00  
POSTAGE 50  
436259 0237 402 110:29  
SEP 9 '86

Attention: George F. Oliver, Assistant Vice President

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

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

CR  
CLERK

E. AUBREY COLLISON  
CLERK

1986 SEP -9 AM 10:50

RECEIVED FOR RECORD  
OFFICE OF THE CLERK  
ANNE ARUNDEL COUNTY

31.00  
- 50

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

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

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

DEBTOR:

CROW-PARK STATION  
LIMITED PARTNERSHIP,  
a Maryland limited partnership,  
also trading as P AND D JOINT  
VENTURE by CROW-SEVERNA RETAIL  
LIMITED PARTNERSHIP, a Texas limited  
partnership, General Partner,

SECURED PARTY:

UNION TRUST COMPANY  
OF MARYLAND,  
a Maryland banking corporation

By: *[Signature]* (SEAL)  
PETER J. HENRY,  
General Partner

By: *[Signature]* (SEAL)  
GEORGE F. OLIVER,  
Assistant Vice President

DATE: September 9, 1986

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

James R. Deveney, II, Esquire  
Whiteford, Taylor & Preston  
Seven St. Paul Street  
Suite 1400  
Baltimore, Maryland 21202  
Our File No.: 67455/00146

*[Handwritten initials]*

CERTIFICATION

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

*Adelina M. Welch Esq.*  
~~JAMES R. DEVENEY, II, Esq.~~  
Whiteford, Taylor & Preston  
Seven St. Paul Street  
Suite 1400  
Baltimore, Maryland 21202  
(301) 347-8700

AMW/kag/real estate  
UT/crow park  
crow financing st

EXHIBIT A

Beginning for the same at a point on the westerly right-of-way line of Maryland Route 2 at the dividing line between said The Farmers National Bank and the lands of Charles H. Steffey, Inc. recorded among the said land records in Liber 2527 Folio 521; thence with said right-of-way line of Maryland Route 2

1. S 35° 23' 20" E, 328.26 feet; thence leaving said right-of-way line and binding on two lines common to the lands of the Annapolis Banking and Trust Company recorded among the said land records in Liber 1720 Folio 72
2. S 50° 13' 40" W, 200.00 feet; thence
3. S 35° 23' 20" E, 165.00 feet to a point on the northerly right-of-way line of McKiusey Road; thence binding on same
4. S 48° 26' 40" W, 410.26 feet; thence leaving said right-of-way line and binding on seven lines common to the lands of the Weiss Brothers, a limited partnership, recorded among the said land records in Liber 1972 Folio 462
5. N 17° 23' 17" W, 266.14 feet; thence
6. N 18° 03' 17" W, 103.11 feet; thence
7. S 63° 46' 41" W, 234.58 feet; thence
8. N 18° 10' 14" W, 180.91 feet; thence
9. S 65° 53' 58" W, 354.79 feet; thence

2661 Riva Road • Suite 620 • Riva 400 Office Park • Annapolis, MD 21401  
Ballimore 841-6309 • Washington, DC 261-8771 • Annapolis 266-3033

10. S 24° 06' 02" E, 6.30 feet; thence
11. S 65° 08' 58" W, 183.04 feet to a point on the easterly right-of-way line of Baltimore-Annapolis Boulevard; thence leaving said lines of Weiss Brothers and binding on said right-of-way line
12. N 41° 24' 02" W, 7.40 feet; thence
13. N 27° 58' 20" W, 49.98 feet to a point being a common corner of The Vermont Federal Savings and Loan Association, recorded among the said land records in Liber 3720 Folio 197; thence binding on 3 lines common to the said lands of The Vermont Federal Savings and Loan Association
14. N 65° 08' 58" E, 336.93 feet; thence
15. N 35° 14' 06" W, 141.19 feet; thence
16. S 68° 44' 10" W, 45.00 feet to a point being a common corner of A.W. Giddings, et ux recorded among the said land records in Liber 1720 Folio 525; thence binding on same
17. N 18° 14' 40" W, 89.97 feet to a point being a common corner of Estelle S. Hewes recorded among the said land records in Liber 1513 Folio 295; thence binding on same
18. N 68° 45' 02" E, 12.95 feet; thence
19. N 00° 59' 11" E, 53.18 feet, thence
20. N 88° 58' 30" W, 51.83 feet to a point being a common corner of A.W. Giddings, ET UX recorded among the said land records in Liber 1535 Folio 10; thence binding on same and also binding on a common line of 3 parcels of land recorded among the said land records in Liber 1815 Folio 11, as V.C. Frame, ET UX, Liber 3199 Folio 359, as Charles D. Howard, et ux, and Liber 1535 Folio 10, as A.W. Giddings, et ux
21. N 01° 08' 28" E, 283.28 feet to a point being a common corner of John H.J. Giddings, et al recorded among the said land records in Liber 3285 Folio 104; thence with the same
22. N 69° 14' 18" E, 75.14 feet; thence
23. N 18° 10' 41" W, 204.63 feet to a point being a common corner of Lot 3, Minor Subdivision GIDDINGS REALTY COMPANY, recorded among the said land records in Plat Book 71 Folio 15; thence binding on the easterly line of same

24. N 14° 54' 17" W, 319.03 feet to a point on the common line with the Kalus Construction Company recorded among the said land records in Liber 1514 Folio 177; thence binding on same
25. N 49° 48' 46" E, 231.57 feet to a point being a common corner of Giddings Realty Company, recorded among the said land records in Liber 1900 Folio 369; thence with same
26. S 40° 11' 13" E, 150.03 feet; thence continuing with same and also on the common line of Arnold E. Zaks, ET UX recorded among the said land records in Liber 3531 Folio 16
27. N 49° 48' 46" E, 222.87 feet to a point on the aforesaid right-of-way line of Maryland Route 2; thence with same
28. S 35° 23' 20" E, 751.20 feet to a point being a common corner of Charles L. Wolf, Jr. recorded among the said land records in Liber 1931 Folio 96; thence binding on same
29. S 55° 23' 10" W, 500.00 feet; thence
30. S 35° 23' 20" E, 250.00 feet to a point being a common corner of the aforesaid Farmers National Bank; thence with same
31. N 55° 23' 10" E, 500.00 feet to the point of beginning.

Containing 21.5905 Acres of land, more or less

BEING the same property which by Deed dated March 28, 1985 and recorded among the Land Records of Anne Arundel County in Liber No. 3870, folio 423 was granted and conveyed by The L.E.G. Joint Venture to Crow-Park Station Limited Partnership, a Maryland Limited Partnership.

BEING the same property which by Deed dated March 28, 1985 and recorded among the Land Records of Anne Arundel County in Liber No. 3870, folio 414 was granted and conveyed by The Farmers National Bank of Maryland to Crow-Park Station Limited Partnership.

Together with the rights, privileges and benefits contained in that certain Deed dated January 27, 1965 and recorded among the land records of Anne Arundel County in Liber 1831, Folio 83; and

Together with the rights, privileges and benefits contained in that certain Deed dated March 26, 1984 and recorded among the land records of Anne Arundel County in Liber 3720, Folio 197; and

Together with the rights, privileges and benefits contained in that certain Deed dated December 28, 1961 and recorded among the land records of Anne Arundel County in Liber 1535, Folio 6; and

Together with the rights, privileges and benefits contained in that certain Deed dated December 17, 1963 and recorded among the land records of Anne Arundel County in Liber 1720, Folio 72; and

Together with the rights, privileges and benefits contained in that certain Agreement dated January 27, 1965 and recorded among the land records of Anne Arundel County in Liber 1831, Folio 90.

Mailed to Secured Party

263677

FINANCING STATEMENT

Lien Amount \$4,200.00

Not subject to recordation tax  
XX

1. Name of Debtor(s): Gregory W. Waltjen  
Address: Stephen J. Waltjen  
5109 Mountain Road  
Pasadena, Md. 21122

Filing Fees: \$ 41.90  
A.A. Co. Circuit Court

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:

1984 John Deere Tractor & Loader Model #67  
Serial # CH07505008131

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

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

RECEIVED FOR RECORD  
ANNAPOLIS COUNTY  
1986 SEP -9 PM 2:29  
E. AUBREY COLLISON  
CLERK

RECORD FEE 12.00  
RECORD TAX 31.50  
POSTAGE .50  
#36318 0055 R02 T13:52  
SEP 9 86

Debtor(s):

*Gregory W. Waltjen*  
Gregory W. Waltjen  
*Stephen J. Waltjen*  
Stephen J. Waltjen

Secured Party:

.....Annapolis Banking & Trust Co.  
(Type Name of Dealership)

By.....

*Karen Q. Trettin*  
(Authorized Signature)

.....Karen Q. Trettin/.....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.)

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

10-31-86

Mailed to Secured Party

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

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

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Sardana, Malik Ram Sardana, Inder R. Sardana, Kamlesh Kumar	3620	South 9th Street,	Arlington, VA	22204

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
United Savings Bank	8219	Leesburg Pike,	Vienna, VA	22180

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

See Addendum A

RETURN TO:

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

CHECK  THE LINES WHICH APPLY

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

RECORD FEE 15.00  
POSTAGE 50  
#36413 0237 R02 110:27  
SEP 10 86

Debtor(s) or assignor(s)

Malik Ram Sardana  
(Type or print name under signature)

Inder R. Sardana  
(Type or print name under signature)

Kamlesh Kumar Sardana  
(Type or print name under signature)

United Savings Bank (Seal)  
(Corporate, Trade or Firm Name)

By: [Signature]  
Signature of Secured Party or Assignee  
ASST. VICE PRESIDENT  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP 10 AM 10:31

E. AUBREY COLLISON  
CLERK



ADDENDUM A

All of the Debtor's right, title and interest in and to the following:

Fixtures: All fixtures located upon or within or now or hereafter attached to or installed in, or used in connection with the Land (as defined below), including, but not limited to, any and all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not.

Plans and Specifications: All architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and the like; and all sewer taps, permits and allocations, agreements for utilities, bonds, sureties and the like, relating to the Land or the improvements thereon or appurtenant facilities erected or to be erected upon or about the Land;

Personalty: All furniture, furnishings, equipment, machinery and other personal property (other than the Fixtures) now or hereafter located in, upon or about the Land, including, without limitation, any annual crops planted or cultivated by the Debtor or those claiming under the Debtor, and any timber or minerals.

The "Land." means the real estate described in "EXHIBIT A" attached hereto and by this reference made a part hereof.

BOOK 502 PAGE 411 B

EXHIBIT A

BEGINNING for the same at a point in the north side of Maryland Route 198 No. 73 degrees 42 minutes 22 seconds west 178.94 feet distant from the end of the 5th or North 73 degrees 33 minutes 54 seconds west 680.22 foot line of the deed to S & A Realty Co. dated November 1, 1968 and recorded in the Land Records of Anne Arundel County in Liber 2218, folio 185 and running thence the following four courses and distances as now surveyed (1) with the north side of Maryland Route 198 North 73 degrees 42 minutes 22 seconds west 178.89 feet, thence (2) leaving Route 198 north 16 degrees 29 minutes 18 seconds east 243.50 feet, thence (3) along the south side of the Old Laurel-Fort Meade Road north 73 degrees 37 minutes 27 seconds west 178.89 feet, thence (4) leaving Old Laurel-Fort Meade Road south 16 degrees 29 minutes 15 seconds east 243.63 feet to the point of beginning. Containing 1.0 acre, more or less.

Mailed to Secured Party

STATE OF MARYLAND  
 FINANCING STATEMENT FORM UCC-1  
 263683  
 BOOK 502 PAGE 412  
 Identifying File No. #4869

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

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

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

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

1. DEBTOR

Name Young, Michael T/A Print Force  
 Address 160 Ritchie Highway, Severna Park, Md. 21146

2. SECURED PARTY

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

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

RECORD FEE 12.00  
 POSTAGE .50  
 471137 0777 RM TOR:47  
 SEP 10 86

3. Maturity date of obligation (if any) \_\_\_\_\_

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

"SEE ATTACHED SCHEDULE A FOR EQUIPMENT"

Name and address of Assignee

CONDITIONAL SALES CONTRACT

CR CLERK  
 RECEIVED FOR RECORD  
 CLERK'S OFFICE  
 1986 SEP 10 AM 11:35  
 E. AUBREY COLLISON  
 CLERK

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Michael Young T/A Print Force

X [Signature]  
 (Signature of Debtor)

Michael Young/Owner

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

[Signature]  
 (Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

Mailed to Secured Party

1750

SCHEDULE A - LEASE # 4869

DATE: August 29, 1986 263684

BOOK 502 PAGE 412A

- One (1) Velo-Binder, Model 323, Serial Number 38254
- One (1) Chief 17 Press, Serial Number 4-957 with T-51  
Color Head and Envelope Feed  
Serial Numbers 029977J/1902
- One (1) A. B. Dick 360 Offset Press with 36095 Blanket  
Washer and 3582 Work Light  
Serial Number 0009135
- One (1) A. B. Dick 155 Madax 375 Electrostatic Camera  
Serial Number C120218
- One (1) Canon NP400 Bond Copier, Serial Number 60100748
- One (1) A. B. Dick 375 QPC Offset Press with one (!) Spray  
Attachment, Serial Number 000361/3737

LESSEE:

Michael Young  
T/A Print Force

LESSOR:

National Surety Leasing, Inc.

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

BOOK 502 PAGE 413

(xx) Not Subject to Recordation Tax (C/S/C)

263685

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

1. LESSEE Ted Bell T/A Bell's Septic Service  
8523 New Cut Road Severn, Md. 21144  
(Name or Names)  
(Address)

LESSEE  
(Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234  
RECORD FEE 12.00  
FILING FEE .50  
TOTAL FEE 12.50  
SEP 10 1986

3. ASSIGNEE (if any) Of LESSOR Heritage Savings Association  
1505 York Road, Lutherville, MD 21093  
(Name or Names)  
(Address)

4. This financing Statement covers the following types (or items) of property:  
One - KEW, Model 802, Hot High Pressure Washer

RECEIVED RECORD CLERK  
1986 SEP 10 AM 11:35  
E. AUBREY COLLISON  
CLERK

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

LESSEE  
Ted Bell T/A Bell's Septic Service  
By: Ted Bell (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 Mgr. (Title)  
(Type or print name of person signing)

Return to:  
Heritage Savings Assoc.  
1505 York Road  
Lutherville, MD 21093  
Attn: Peggy Stewart

1760

Mailed to Secured Party

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)  RECORD FEE 12.00 POSTAGE Legal Department .50 SEP 10 1985
4. This statement refers to original Financing Statement bearing File No. <u>Liber 488 page 66</u> <u>257807</u> Filed with <u>Anne Arundel Cty</u> Date Filed <u>August 8,</u> 19 <u>85</u>		
<p>5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.</p> <p>6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.</p> <p>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.</p> <p>8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.</p> <p>9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.</p> <p>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.</p> <p style="text-align: right;">No. of additional Sheets presented: _____</p>		
By: <u>[Signature]</u> Treas Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). (2) Filing Officer Copy - Numerical	By: <u>[Signature]</u> VP Signature(s) of Secured Party(ies)	

STANDARD FORM - FORM UCC-3

123

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1986 SEP 10 AM 11:34  
E. AUBREY COLLISON  
CLERK



CLERK  
E-AUBREY COLLISON  
1986 SEP 10 AM 11:34  
BOOK 502 PAGE 415  
RECEIVED FROM RECORDS  
CIRCUIT COURT BALTIMORE COUNTY

083380

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

<p>1. Debtor(s) (Last Name First) and address(es)</p> <p><b>Franki Foundation Co.</b> State Route 3 Crofton, Md. 21114</p>	<p>2. Secured Party(ies) and address(es)</p> <p><b>European American Bank</b> 10 Hanover Square New York, N.Y. 10015</p>	<p>3. Maturity date (if any):</p> <p>For Filing Officer (Date, Time and Filing Office)</p> <p style="text-align: right;">RECORD FEE 12.00 POSTAGE .50</p> <p style="text-align: right;">024130 CTTI R01 T08436 SEP 10 86</p>
<p>4. This statement refers to original Financing Statement bearing File No. <b>258,749</b></p> <p>Filed with <b>Anne Arundel Cty</b> Date Filed <b>10/7</b> 19 <b>85</b></p>		
<p>5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.</p> <p>6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.</p> <p>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.</p> <p>8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.</p> <p>9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.</p>		
<p>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.</p> <p style="text-align: right;">No. of additional Sheets presented:</p>		
<p><b>Franki Foundation Co.</b></p> <p>By: <u>[Signature]</u> Treas</p> <p>Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).</p>		<p><b>European American Bank</b></p> <p>By: <u>[Signature]</u> V.P.</p> <p>Signature(s) of Secured Party(ies)</p>

(2) Filing Officer Copy - Numerical      STANDARD FORM - FORM UCC-3

TSW

Mailed OR CLERK Secured Party

*Financing Statement*

COPY FOR FILING

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

Record in:

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

RECORD FEE 13.00  
POSTAGE .50  
M24133 0777 801 708:41  
SEP 10 86

NAME	ADDRESS
1. Debtor(s)	Street City State
Cardinal Industries, Inc.	333 S. Hammonds Ferry Rd., Glen Burnie, MD 21061 and 2040 S. Hamilton Rd., Columbus, OH 43232

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

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

Check  one or more boxes as applicable:

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

Title Owner of Real Estate: \_\_\_\_\_

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

Secured Party: SOVRAN BANK/MARYLAND	Debtor(s) or Assignor(s) CARDINAL INDUSTRIES, INC.
By: <u>Dennis L. Stough</u>	<u>Joseph V. Collins</u>
Type Name <u>Dennis L. Stough</u>	<u>Joseph V. Collins</u>
Title <u>Assistant Vice-President</u>	<u>Vice-President/Mortgage Company</u>

Type or Print Name and Title of Each Signature

1350-

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY



1986 SEP 10 AM 11:34

E. AUBREY COLLISON  
CLERK

SCHEDULE A  
ATTACHMENT TO FINANCING STATEMENT

All of the Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor arising from the sale of the prefabricated home modules identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specific prefabricated home modules being hereinafter referred to as the "Modules"); all rights of Debtor to receive any payment in money or kind arising from the sale of the Modules; the Inventory of the Modules, wherever located, now owned or hereafter acquired, by Debtor which are held for sale or lease by Debtor; all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules; all proceeds and products, from the sale or other disposition of the Modules, including the Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments (as those terms are defined in the Uniform Commercial Code) covering the Modules; all Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation; and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account, including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all proceeds of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all guarantees or other agreements or property securing or relating to any of the Modules or acquired for the purpose of securing and enforcing any of the Modules; all books of account and documents related thereto; all customer lists and other documents containing the names, addresses and other information regarding the Debtor's customers, subscribers or those to whom the Debtor provides the Modules.

The terms used herein shall have the same meanings as set forth in a Loan and Security Agreement between the Secured Party and the Debtor dated October 14, 1985.

0232Z

## SCHEDULE B

Finished building unit components consisting of 121 units: 1(one) Manager's two-bedroom apartment-S/N 865; 3(three) linens-S/N 866, 927, 955; 10(ten) 1-bed sofa efficiency-S/N 867 thru 876; 56(fifty-six) 2-beds-S/N 877, 878, 908 thru 913, 915 thru 926, 930 thru 932, 934 thru 940, 942 thru 944, 946 thru 948, 950 thru 954, 969 thru 972, 974 thru 980, 982 thru 985; 25(twenty-five) 1-bed-S/N 879 thru 885, 887 thru 892, 894 thru 899, 901 thru 906; 12(twelve) 2-bed barrier-free-S/N 886, 893, 900, 907, 933, 941; 1(one) reception/office-S/N 914; 1(one) Laundry-S/N 928; 1(one) Folding-S/N 929; 10(ten) 1-bed sofa-S/N 957 thru 964, 966, 967; 1(one) Conference room-S/N 968. A unit consists of from one to three 12' x 24' prefabricated building unit modules.

Mailed to Secured Party

BOOK

502 FACE 418

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263686

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

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

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

This financing statement Dated 8/14/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name Dealers Outlet, Inc.

Address 7234 Ritchie Highway, Glen Burnie, MD 21061

2. ~~SECURED PARTY~~ Lessor

Name Dominion Leasing Corporation

Address P.O. Box 13327, Roanoke, VA 24040

Person And Address To Whom Statement Is To Be Returned 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 - ADP 22 Video Terminals S/N TA52437413; TA52437468; TA52437244
- 2 - ADP 120 Printing Terminals T9972, U0832
- 1 - ADP 630 Printing Terminal 86307323

RECORD FEE 11.00

12-11-86 0777 001 708-555

SEP 10 86

"LESSEE HAS THE OPTION TO PURCHASE AT END OF LEASE CONTRACT"

"NOT SUBJECT TO RECORDATION TAXES"

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Dealers Outlet, Inc.

(Signature of ~~DEBTOR~~ Lessee)

Ronald Manns  
Type or Print Above Name on Above Line

(Signature of ~~DEBTOR~~ Lessee)

Type or Print Above Signature on Above Line

Dominion Leasing Corporation

(Signature of Secured Party)

David G. Wright, Jr. Vice President  
Type or Print Above Signature on Above Line

CR  
CLERK

RECEIVED FOR RECORD  
CIRCUIT COURT, ALBANY COUNTY

1986 SEP 10 AM 11:35

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

12.50

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)  
 Gold Rush, Inc. T/A See Attached Schedule A  
 The Linen Locker

RECORD FEE 12.00  
 POSTAGE .50  
 124138 0777 R01 108:48  
 SEP 10 86

6. Secured Party Address  
 Equitable Bank, National Association  
 Attention: B. Wykowski 100 S. Charles Street  
 Loan Documentation Baltimore, Maryland 21201

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

Debtors Gold Rush, Inc. T/A The Linen Locker  
 By: Joseph Gold (Seal)  
 Joseph Gold, President (Seal)

RECORDED FOR SECURITY  
 1986 SEP 10 AM 11:35  
 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 609 (7/82)

12.50

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

Addresses

1326 Eastern Blvd.  
Baltimore, MD 21221

7615½ Harford Road  
Baltimore, MD 21206

7700 Ritchie Highway  
Glen Burnie, Md. 21061

Mailed to Secured Party

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

BOOK 502 PAGE 421

~~Sealed~~ *As Country*

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 243825  
RECORDED IN LIBER 453 FOLIO \_\_\_\_\_ ON August 19, 1982 (DATE) PAGE 60

1. DEBTOR

Name Gates Marina, Inc. (MD CORP)  
Address RT 256, Rockhold Creek, Deale, MD 20751

RECORD FEE 10.00

SEP 10 1986 10:00

2. SECURED PARTY

Name Sea Ray Credit Corporation  
Address 5979 E. Livingston Ave., Suite 210, Columbus, OH 43227

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

SEP 10 1986

3. Maturity date of obligation (if any) NONE

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> ..... <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>B. Partial Release</b> ..... <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><b>C. Assignment</b> ..... <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><b>D. Other:</b> ..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">AMENDMENT</p>
	<p>Please amend secured party's address to read:</p> <p style="text-align: center;">6100 Channingway Blvd., Suite 507 Columbus, OH 43232</p>	

RECEIVED FOR RECORD  
SEP 10 1986  
CLERK

1986 SEP 10 AM 11:36

E. AUBREY COLLISON  
CLERK

*Michael J. Martini*  
Michael J. Martini



106

Dated 8/19/86

*J. Sloan, Agent*  
(Signature of Secured Party)  
T. Sloan, Agent  
Type or Print Above Name on Above Line

1080.41

STATE OF MARYLAND  
Filed with Clerk of Circuit Court, Anne Arundel County, Maryland

BOOK 502 PAGE 422

FINANCING STATEMENT FORM UCC-1

Identifying File No. 203687

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

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

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

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

1. ~~DEBTOR~~ Lessee:

Name LEVITZ FURNITURE CORPORATION

Address 6111 Broken Sound Parkway, N.W., Boca Raton, Florida 33431-2799

2. ~~SECURED PARTY~~ Lessor:

Name LEASE FINANCING CORPORATION

Address 3 Radnor Corporate Center, 100 Matsonford Road, Radnor, PA 19087-4574

Anna O'Hara, LFC, 3 Radnor Corporate Center, 100 Matsonford Road, Radnor, PA 19087-4574

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

Crown Controls Corporation forklift trucks and related equipment as described on the attached Schedule A leased by Lessor to Lessee under Lease dated as of April 1, 1986. THIS STATEMENT IS FILED FOR INFORMATIONAL PURPOSES ONLY. The transaction is that of a lease of personal property and is not a secured transaction. No power of sale.

RECORDING FEE 11.00  
POSTAGE .50  
#24153 CT77 R01 T09:04

SEP 10 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)

*Edward P. Grimes V.P.*  
(Signature of ~~Debtor~~) Lessee

LEVITZ FURNITURE CORPORATION  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

1150-

*[Handwritten Signature]*  
(Signature of ~~Secured Party~~) Lessor

LEASE FINANCING CORPORATION

Type or Print Above Signature on Above Line

CR  
CLERK

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY  
1986 SEP 10 AM 11:36  
E. AUBREY COLLISON  
CLERK

SCHEDULE A  
 LEVITZ FURNITURE CORPORATION  
 LEASE NO. 186-1080.41  
 Date of Acceptance : 06/19/86

LEVITZ FURNITURE CORPORATION has accepted the following Units pursuant to paragraph 2.c.(1) of the above Agreement for Leasing.

Qty	Description	Serial Number
1	Crown Lift Truck Model 15SP48TT	H 12,475,023
1	General Battery 12-160G-11	
1	Mac Charger 12M725 BXV	
1	Crown Lift Truck Model 15SP48TT	H 12,475,024
1	General Battery 12-160G-11	
1	Mac Charger 12M725 BXV	
1	Crown Lift Truck Model 15SP48TT	H 12,475,022
1	General Battery 12-160G-11	
1	Mac Charger 12M725 BXV	
1	Crown Lift Truck Model 15SP48TT	H 12,475,021
1	General Battery 12-160G-11	
1	Mac Charger 12M725 BXV	

Location of Original Use:  
 50 Orchard Rd  
 Glen Burnie, MD 21061

Lessors Cost:  
 \$75,937.11

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

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

1. DEBTOR

Name 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

RECORD FEE 11.00  
FILING FEE .50  
SEP 10 1986

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 1/13/86, Schedule #02, dated 3/3/86 between Assignor as Lessor and LEASE ACCOUNT # 683110 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 8/18/86 between Assignor and Assignee:

- 1 Model 3100 air tamp label applicato AT 3100HS applicator w/Norwood K5 hot stamp
- 8 Station rotary table to accept plastic spools

CHECK  THE LINES WHICH APPLY

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

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

Mailed to Secured Party

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

RECEIVED IN RECORDS SECTION  
ANNE ARUNDEL COUNTY  
1986 SEP 10 AM 11:36  
E. AUBREY COLLISON  
CLERK

Filed with Anne Arundel County

1155

2247  
GDBD2

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

SEARCH FEE 11.00  
INDEX FEE .50  
RECORDED BY 109706  
SEP 10 86

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 1/13/86, Schedule # 03, dated 3/3/86 between Assignor as Lessor and LEASE ACCOUNT # 683110 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 8/18/86 between Assignor and Assignee:

- 1 40 Position double-sided traverse winder for double flanged spools w/adjustable tension at each position, quick lock spool release and variable speed 3HP to 200FPM

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]  
(Signature of Debtor)

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

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

[Signature]  
(Signature of Secured Party)

J. David Kommalan, Sr. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

RECEIVED BY THE CLERK  
ANNE ARUNDEL COUNTY  
1986 SEP 10 AM 11:36  
E. AUBREY COLLISON  
CLERK

2248  
GDBD3

1120

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

RECORD FEE 11.00  
FILING FEE .50

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

SEP 10 1986 10:08  
SEP 10 1986

3. Maturity date of obligation (if any) \_\_\_\_\_

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

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 1/13/86, Schedule # 05, dated 4/7/86 between Assignor as Lessor and LEASE ACCOUNT # 683110 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 8/18/86 between Assignor and Assignee:

- 3 VLGSL Winders s/n 40344, 40345 and 40346
- 1 VLGSL Automatic Winder S/N 40347
- 4 Conversion Kits

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)  
TRANS-AMERICAN LEASING CORPORATION

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

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

BALTIMORE FEDERAL FINANCIAL, F.S.A

[Signature]  
(Signature of Secured Party)  
J. David Kommalan, Sr. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party



RECEIVED IN RECORDS DEPARTMENT ANNE ARUNDEL COUNTY

1986 SEP 10 AM 11:36

E. AUBREY COLLISON CLERK

116

2249  
GDBD5

263691

BOOK 502 PAGE 427

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.

RECORD FEE 11.00  
POSTAGE .50  
724160 0777 001 109:08  
SEP 10 1986

3. Maturity date of obligation (if any) \_\_\_\_\_

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

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 1/13/86, Schedule # 06, dated 4/25/86 between Assignor as Lessor and LEASE ACCOUNT # 683110 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 8/18/86 between Assignor and Assignee:

1 Cezoma winder, type EKKGSL s/n 39917

CHECK  THE LINES WHICH APPLY

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

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

Filed with Anne Arundel County

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan  
(Signature of Secured Party)

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

1986 SEP 10 AM 11:36  
E. AUBREY COLLISON  
CLERK

2250  
GDBD6

1150



BOOK 502 PAGE 429

263633

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) Robert S. Durbin 3282 Green Ash Road Davidsonville, Md. 21035	2. Secured Party(ies) and address(es) FIRST FIDELITY BANK 5515 Security Lane Rockville, Maryland 20852	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:  5005 shares of Marriott Corporation Common Stock to be paid to debtor thru deferred payment plan thru <u>1991</u>  **NOT SUBJECT TO RECORDATION TAX IN ANNE ARUNDEL COUNTY		5. Assignee(s) of Secured Party and Address(es)  RECORD FEE 11.00 POSTAGE .50 424162 0777 MOL 107:11 SEP 10 86

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

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

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

Filed with: \_\_\_\_\_

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

By: X Robert S. Durbin  
 Signature(s) of Debtor(s)

By: Michael J. Consalvo  
 Signature(s) of Secured Party(ies)

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

1986 SEP 10 AM 11:36  
 CLERK  
 E. A. COLLISON

Mailed to Secured Party

BOOK 502 PAGE 430

263691

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) Homan, Marc T. Homan, Donna L. 804 Hollywood Blvd. Crownsville, Md. 21032	2. Secured Party (ies) and address(es) Fanta-Sea Pool Box 153 A Waldorf, Md. 20601	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 12.00 POSTAGE .50 12187 0777 R01 T09:16 SEP 10 86
--	---	---

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

① 16 x 32 x 4 mark VII Solar Deck Poly-Elfin Gussett above ground swimming pool completely installed

CONDITIONAL SALES CONTRACT NOT SUBJECT TO TAX

5. Assignee(s) of Secured Party and Address(es)  
Finance One of Md., Inc.  
P.O. 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:

Mark Homan	Fanta-Sea Pools
<i>Marc T Homan</i>	<i>FANTA SEA POOLS</i>
Donna L. Homan	Charles Chiarenza MGR
By: <i>Donna L. Homan</i>	By: <i>Charles Chiarenza MGR</i>
Signature(s) of Debtor(s)	Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party

REC'D YES. RECORD  
CLERK COLLISION

1986 SEP 10 AM 11:36

E. AUBREY COLLISON  
CLERK

CR  
CLERK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

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

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

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

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

1. DEBTOR

Name Stephen Jones Enterprises, Inc.

Address 752 Stenchcombe Road Severna Park, MD 21146

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

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)

Stephen Jones Enterprises, Inc.

*[Signature]*  
(Signature of Debtor)

Stephen Jones, President

Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

*[Signature]*  
(Signature of Secured Party)

William Fenwick, President

Type or Print Above Signature on Above Line

RECORDS & CLERK  
ANNE ARUNDEL COUNTY  
1986 SEP 10 AM 11:36  
E. AUBREY COLLISON  
CLERK

CR  
CLERK

ASSIGNMENT

BOOK 502 PAGE 432

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 August 25, 1986, between Washington Freightliner, Inc. as Seller/Lessor/Mortgagee and Stephen Jones Enterprises, Inc. 752 Stenchembs Road Severna Park, MD 21146

(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 \$ 98,230.80

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 25th day of August, 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: Stephen Jones Enterprises, Inc.
4100 41st Street Brentwood, MD 20722 752 Stenchcombe Road Severna Park, MD 21146

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 Model C112064SD, S/N 1FVUZCYB7GH401723 with R & S Steel Dump Body, S/N 86070976

(1) TIME SALES PRICE \$ 106,230.00
(2) Less DOWN PAYMENT IN CASH \$ 8,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 98,230.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 752 Stenchcombe Road Severna Park, MD 21146

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety eight thousand two hundred thirty and 80/100\*\*\*\*\* Dollars (\$ 98,230.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 11th day of October, 19 86, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,637.18 and the final installment being in the amount of \$ 1,637.18

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: August 25 19 86

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

Stephen Jones Enterprises, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: (Signature)

By: (Signature) 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

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc. FROM: Stephen Jones Enterprises, Inc.
4100 41st Street Brentwood, MD 20722 752 Stenchcombe Road Severna Park, MD 21146

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 Model C112064SD, S/N 1FVUZCYB7GH401723 with R & S Steel Dump Body, S/N 86070976

(1) TIME SALES PRICE \$ 106,230.00
(2) Less DOWN PAYMENT IN CASH \$ 8,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 98,230.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 752 Stenchcombe Road Severna Park, MD 21146

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety eight thousand two hundred thirty and 80/100\*\*\*\*\* Dollars (\$ 98,230.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 11th day of October, 19 86, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,637.18 and the final installment being in the amount of \$ 1,637.18

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: August 25 19 86

Accepted Washington Freightliner, Inc. (SEAL)

Stephen Jones Enterprises, Inc. (SEAL)

By: [Signature]

By: [Signature]

(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

BOOK 502 PAGE 434

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

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

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

GUARANTORS-ENDORSERS SIGN HERE:

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

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

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

Date: \_\_\_\_\_, 19\_\_\_\_ (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature)
Signature of Seller

Mailed to Secured Party

Rv.

ATTACHMENT "A"

(1) All of Debtor's present and future inventory of Boats, trailers and motors (new and used), whether now owned or hereinafter acquired, including attachments, accessories and equipment attached thereto, replacement thereof, and all inventory returned or repossessed, and all proceeds thereof.

(2) All of Debtor's present and future inventory of any other type of goods or merchandise, the purchase, acquisition or holding of which is financed by the Bank, and all proceeds thereof, whether now owned or hereafter acquired, including attachments, accessories and equipment attached thereto and replacements thereof.

(3) All of Debtor's present and future inventory of any kind whether now owned or hereafter acquired, including but not limited to present and future inventory of parts, supplies, equipment and accessories and all of Debtor's present and future accounts, and contract rights, including rights under policies of insurance and sums payable thereunder; and all proceeds of any and all of the foregoing, including also present and future inventory of the types referred to in (1) and (2) above, whether financed by Bank or not; all books and records of Debtor evidencing the transactions which relate to the obligations hereunder.

and, all increases, substitutions, replacements and additions to any of the foregoing, and all proceeds of the foregoing, of every type, including cash and non-cash proceeds and returned and/or repossessed inventory.

Mailed to Secured Party

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

**FINANCING STATEMENT**

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

xxx Subject to Recordation Tax on prin-  
cipal amount of \$ 5,000.00

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

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

Name of Debtor Address

The Centennial Corporation

1652 Electric Avenue  
Crofton, Maryland 21114

RECORDED FEE 11.00  
TAX 35.00  
POSTAGE .50  
TOTAL 46.50  
SEP 12 10 31 AM 110.05

2. The name and address of the Secured Party (or Assignee) is:  
THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland

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

SEP 10 86

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

Borrower's furniture, fixtures, machinery, and equipment  
and all replacements thereof and additions or attachments thereto,  
and all Borrower's accounts receivable, contract rights and  
inventory, now owned or hereafter acquired, and the proceeds  
and products thereof.

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

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

Debtor

Secured Party (Assignee)

The Centennial Corporation

THE CITIZENS NATIONAL BANK

By: *Raymond L. Sofield, Jr.*  
Raymond L. Sofield, Jr., President

By: *Patrick G. Nolan*  
Patrick G. Nolan  
Commercial Loan Officer

By: .....

Type or print all names and  
titles under signatures.

Mailed to Secured Party  
Clerk

1986 SEP 10 AM 11:37  
CLERK  
COLLISION

1-3550

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 3/15/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JORDAN, Phillip W. & Dorothy J.  
Address 730 Conley Drive, Annapolis, MD 21401

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.

RECORD FEE 12.00  
SEARCH FEE .50  
224217 CTTT 001 T10:14  
SEP 10 86

3. Maturity date of obligation (if any) \_\_\_\_\_

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

1986 22' Regal Velocity fiberglass hull #RCM13489D686  
1986 260 HP Mercruiser gas engine #A632262  
1984 E-Z Loader trailer ser.#1ZEMLW26ED030022  
Home anchorage/winter: Annapolis, MD 21403

ASSIGNEE:  
FIRST FIDELITY BANK N.A. SOUTH JERSEY  
Rte. #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)

*Phillip W. Jordan*  
(Signature of Debtor)

Phillip W. Jordan  
Type or Print Above Name on Above Line

*Dorothy J. Jordan*  
(Signature of Debtor)

Dorothy J. Jordan  
Type or Print Above Signature on Above Line

Mailed to Secured Party

*[Signature]*  
(Signature of Secured Party)

First Commercial Corporation  
Type or Print Above Signature on Above Line



RECEIVED IN RECORDS DEPARTMENT COUNTY

1986 SEP 10 AM 11:37  
E. AUBREY COLLISON  
CLERK

12/86

Anne [Signature]  
8/25/86

FINANCING STATEMENT FORM UC 71

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 8/5/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LIVERETT, Leon M. & Jane M.  
Address Box 468, SR 1, Ship Point, Lusby, MD 20657

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.

RECORD FEE 12.00  
FILING FEE .50  
SEP 10 1986

3. Maturity date of obligation (if any) \_\_\_\_\_

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

1986 33' Chris Craft fiberglass hull #CCHDW185J586  
1986 Twin 340 HP Mercruiser gas engines #6785647 & 6750296

Home anchorage/winter: Edgewater, MD

ASSIGNEE:  
SOCIETY FOR SAVINGS  
1290 Silas Deane Highway  
Wethersfield, CT 06109

CHECK  THE LINES WHICH APPLY

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

1986 SEP 10 AM 11:37  
E. AUDREY COLLISON  
CLERK

Leon M. Liverett  
(Signature of Debtor)

Leon M. Liverett

Type or Print Above Name on Above Line

Jane M. Liverett  
(Signature of Debtor)

Jane M. Liverett

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

1251

Ame  
August  
8/25/86

FINANCING STATEMENT FORM UC 31

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 9/15/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MARSHALL, John E. & HATCH, Lucia S.

Address 2704 36th Street, NW, Washington, DC 20007

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION

Address 303 Second Street

Annapolis, MD 21403

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

3. Maturity date of obligation (if any) \_\_\_\_\_

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

1979 32' Endeavour fiberglass hull #ENC324500779  
1979 20 HP Yanmar diesel engine

Home anchorage/winter: Deale, 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 be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John E. Marshall  
(Signature of Debtor)

John E. Marshall

Type or Print Above Name on Above Line

Lucia S. Hatch  
(Signature of Debtor)

Lucia S. Hatch

Type or Print Above Signature on Above Line

Mailed to Secured Party



RECEIVED FOR RECORDS  
CIRCUIT COURT FOR BALTIMORE COUNTY

1986 SEP 10 AM 11:38

E. AUBREY COLLISON  
CLERK

[Signature]  
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

1250

Amie  
Aninid  
8/25/86

STATE OF MARYLAND

BOOK 502 PAGE 441

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263700

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

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

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

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

1. DEBTOR

Name CENOTA CORPORATION, N.V.

Address c/o Hedley Stothers, Chadbourne & Parke, 30 Rockefeller Plaza New York, NY 10112

2. SECURED PARTY

Name PETRA INTERNATIONAL BANKING CORPORATION

Address 1801 K Street, N.W., Suite 201, Washington, D.C. 20006-1301

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

3. Maturity date of obligation (if any) Demand

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

"Farm Products" as described in Exhibit A attached hereto.

RECORD FEE 11.00
POSTAGE .50
#24225 0777 901 110:19
SEP 10 96

CHECK THE LINES WHICH APPLY

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

N/A

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

N/A

(Proceeds of collateral are also covered) N/A

(Products of collateral are also covered) N/A

1/50 x

Cenota Corporation, N.V.

By: Taj Hajjar

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mohamed Chalabi

(Signature of Secured Party)

Petra International Banking Corporation

By: Mohamed Chalabi

Type or Print Above Signature on Above Line

CR
CLERK

RECEIVED FOR RECORD
CIRCUIT COURT BALTIMORE COUNTY

1986 SEP 10 AM 11:38

E. AUBREY COLLISON
CLERK

EXHIBIT A

- |                     |                 |
|---------------------|-----------------|
| 1) CRYSTAL CHARMER: | Stallion        |
| Date of birth:      | 4/16/76         |
| Size:               | 14.2            |
| Color:              | Dark Brown      |
| 2) GDANSK:          | Stallion        |
| Date of birth:      | 1/29/80         |
| Size:               | 14.3            |
| Color:              | Grey            |
| 3) NAZEENA:         | Mare            |
| Date of birth:      | 7/7/78          |
| Size:               | 15.0            |
| Color:              | Chestnut        |
| 4) AHMAHDIA:        | Mare            |
| Date of birth:      | 4/9/80          |
| Size:               | 14.2            |
| Color:              | Bay             |
| 5) ABU AL KHEIR:    | Colt            |
| Date of birth:      | 2/18/84         |
| Size:               | Not fully grown |
| Color:              | Bay             |
| 6) MSOUD:           | Male-yearling   |
| Date of birth:      | 5/12/85         |
| Size:               | Not fully grown |
| Color:              | Bay             |
| 7) AHLAM:           | Female-yearling |
| Date of birth:      | 3/1/85          |
| Size:               | Not fully grown |
| Color:              | Bay             |

Mailed to Secured Party

FINANCING STATEMENT

NOT TO BE RECORDED IN LAND RECORDS

BOOK 502 PAGE 443

263701

NOT SUBJECT TO RECORDING TAX

- 1. LESSEE: Ornamental Iron Works, Inc.  
Name or Names  
145 8th Ave., N.W., Glen Burnie, MD 21061  
Address - Street No. City County State Zip Code
- 2. LESSOR LCA LEASING, INC.  
P.O. BOX 152 STEVENSON, MARYLAND 21153

3. This Financing Statement covers the following types of property:  
(Described - Separate list attached, if necessary).

1 - Hougen #10912 Portable Magnetic Drill W/1-#10533 Pilot Pin; 1-#10527 Pilot Pin; 2-9/16" X 1" Cutter; 2-11/16" X 1" Cutter; 2-13/16" X 1" Cutter; 2-11/16" X 1" Cutter; 1-Case Wiltap R Cutting Fluid

RECORDED FEE 11.00  
SEP 10 1986  
SEP 10 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 the property including all accessories, attachments, additions and any substitutions of similar equipment, and the Lessee has no rights, expressed or implied to sell, exchange, encumber or otherwise dispose of the property.

LESSEE: Ornamental Iron Works, Inc.

LESSOR:

✓ Elizabeth B. Given  
Signature of Lessee Title

LCA LEASING, INC.

✓ Elizabeth B. Given  
Type or Print Name of Above

[Signature]  
Signature of Lessor

Jonathan S. Waranch  
Type or Print Name of Above

RECEIVED FOR RECORD  
COURT HOUSE COUNTY  
1986 SEP 10 AM 11:38  
E. AUBREY COLLISON  
CLERK

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: \_\_\_\_\_

1150



BOOK 502 PAGE 444

263702

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)

Trevethan, Ralph David  
Wayson's Corner M.H. Park  
Lot 20  
Lothian, Md. 20711

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

Va. Mobile Homes  
9720 Lee Highway  
Fairfax, Va. 22031

3. Maturity date (if any):

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

RECORD FEE 11.00  
POSTAGE .50  
#24249 0345 RM1 110:45  
SEP 10 86

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

1987 Zimmer, Zimmer, 14x62, mobile home, Serial #ZZN-2968  
Together with all appliances, equipment, accessories, parts &  
accessions thereon & thereto all substitutions, replacements or  
additions therefore, and all proceeds thereof, all as more fully  
described in the Manufactured Home Retail Installment Sale Agree-  
ment between debtor & secured party.

Miller Air Conditioner SN# 105180343  
Additional equipment added to home, Early American Furniture  
bedspread, bed with rails, maple wood dinette, bedroom lamp &  
night stand

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:

Filed with:

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

Ralph David Trevethan

All Valley Acceptance Co.

By: *[Signature]*  
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)

CR  
CLERK

RECEIVED FOR RECORD  
FILING OFFICE  
UNIONTOWN, PA.

1986 SEP 10 AM 11:39

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

BOOK 502 PAGE 445

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. 244798 recorded in  
Liber 455, Folio 324 on October 29, 1982 (Date).

1. DEBTOR(S): The Wexford Corporation  
 Name(s) c/o John E. Harms, Jr. and Associates, Inc.  
 Address(es) P. O. Box 5, Pasadena, Maryland 21122

2. SECURED PARTY:  
 Name Maryland National Bank  
 Real Estate Department - MS 020501  
 Address P. O. Box 987, Baltimore, Maryland 21203

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

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

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

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

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

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

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

8.

9. SIGNATURES.

SECURED PARTY

Maryland National Bank

By

*Dennis M. Miller*

Dennis M. Miller, 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.

RECORD FEE 10.00  
POSTAGE .50  
436455 0237 R02 112:12  
SEP 10 86

Mailed to Secured Party



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP 10 PM 12:13

E. AUBREY COLLISON  
CLERK 10. 50

101

10985  
263703

FINANCING STATEMENT

BOOK 502 PAGE 446

1. NAME AND ADDRESS OF DEBTOR:

The Pasadena Investment Corporation  
3118 Mountain Road  
Pasadena, Maryland 21122

2. NAME AND ADDRESS OF SECURED PARTY:

Farmers National Bank  
5 Church Circle  
Annapolis, Maryland 21401  
Attention: Ross J. Selby  
Senior Vice President

3. This Financing Statement covers all of the Debtor's both now owned and hereafter acquired interest in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever both now and hereafter located on, contained in or upon or attached to, or used or usable in connection with, the property described on Schedule A attached hereto and any and all buildings and improvements both now and hereafter located on such property or any part thereof, such property being also described in a certain Purchase Money Deed of Trust dated August 18, 1986 from the Debtor to Ross J. Selby and William A. Walker, Trustees, together with all replacements and substitutions therefor and proceeds thereof.

4. The Debtor certifies that the underlying transaction is not subject to the Maryland Recordation Tax.

DEBTOR

SECURED PARTY

The Pasadena Investment Corporation

Farmers National Bank

By Edward B. Lauer (Seal)  
Edward B. Lauer,  
President

By Ross J. Selby (Seal)  
Ross J. Selby,  
Senior Vice President

RECORD FEE 13.00  
POSTAGE 50  
446478 0237 402 11:3:34  
SEP 10 86

RECEIVED FOR RECORD  
CLERK  
1986 SEP 10 PM 1:42  
E. AUBREY COLLISON  
CLERK

Mr. Clerk: Please return to Joseph W. Janssens, Jr., Esquire,  
c/o Miles & Stockbridge, 10 Light Street, Baltimore,  
Maryland, 21202

68JJ.D

13.00



Mailed to Secured Party

## PARCEL I

BEGINNING for the same at a point on the north side of the Mountain Road distant N 61°39' West 500 feet from the intersection of the south side of said Road with the West side of the conveyance from Arnold to Weaver, as recorded in Liber FSR No. 42 folio 29, etc., thence with the line of Lot No. Five North 15°55' East 390.6 feet, more or less, to the lines of the conveyance to Tribull, as recorded in Liber FSR No. 46 folio 2, etc., thence with the lines of Tribull North 62°45' West 100 feet, thence leaving the lines of Tribull and with the line of Lot No. Seven, South 15°55' West 379.2 feet, more or less, to the said side of said Road, thence with the said side of said Road South 61°39' East 100 feet to the beginning, the same being Lot No. Six of Block B of the property of the parties of the first part, according to survey thereof by Edward Hall, Jr., Surveyor in March 1930, etc.

SAVING AND EXCEPTING therefrom all that portion of land conveyed by deed dated May 1, 1975 from Mary G. Collins to Anne Arundel County recorded among the land records of Anne Arundel County in Liber 2761 folio 780.

BEGINNING for the same at a point on the northeast side of the Mountain Road, which point of beginning is north 61 degrees 39 minutes West five hundred (500.0) feet from the intersection of the said side of said road with the west side of the conveyance from R. Harry Arnold, et al., to Herbert W. Weaver, as recorded among the land records of Anne Arundel County in Liber FSR No. 42 folio 29 and is measured at right angles from the center of said road; thence leaving said road and with the line of Lot No. 6 as conveyed to Robert E. Collins by Deed recorded among the aforesaid land records in Liber FSR 63 folio 451 North 15 degrees 55 minutes East 381.1 feet, more or less, to intersect the lines of the conveyance from R. Harry Arnold, et al., to William V. Tribull and wife, as recorded among the aforesaid land records in Liber FSR No. 46 folio 2, thence leaving Lot No. 6 and with Tribull, South 62 degrees 45 minutes East 100 feet to the lines of Lot No. 4; thence with Lot No. 4 South 15 degrees 55 minutes West 385 feet, more or less, to the East side of said road, distant 15 feet from the center of same, measured as hereinbefore referred to, thence leaving Lot No. 4 and with the northeast side of said road, North 61 degrees 39 minutes West 100 feet to the place of beginning, containing 0.85 acres, more or less, being designated as Lot No. 5 Block B on the plat of Edward Hall, Jr., in April, 1929.

SAVING AND EXCEPTING therefrom all that portions of land described in Deeds recorded among the land records of Anne Arundel County in Libers 2755 folio 541 and 3133 folio 417.

BEGINNING for the same on the Northeast side of the Mountain Road which point of beginning is at the end of the third or South 15 degrees 55 minute West 383 foot line of Lot No. 5 of Block B conveyed R. Harry Arnold, et al to Robert E. Collins and wife dated February 12, 1944, and recorded among the Land Records of Anne Arundel County in Liber JHH No. 299 folio 302&c., thence leaving said point of beginning and running with and binding on the Northeast side of said Mountain Road South 61 degrees 39 minutes East 100 feet thence leaving said Road and running with the divisional line of Lots Nos. 3 and 4 North 15 degrees 55 minutes East 384.9 feet more or less thence North 62 degrees 45 minutes West 100 feet to the beginning of the third line of Lot No. 5 thence with the same South 15 degrees 55 minutes West 383 feet to the Northeast side of the Mountain Road and the place of beginning.

BEGINNING for the second thereof on the Northeast side of the Mountain Road at the distance of 200 feet along said Road Northwesterly from the intersection of the Northeast side of Mountain Road and the Northwest line of a lot of ground conveyed by R. Harry Arnold et al to Herbert M. Weaver and wife dated October 22n, 1928 and recorded among the Land Records of Anne Arundel County in Liber FSR No. 42 folio 293 &c., which point of beginning is also at the Southwest corner of Lot No. 2 Block B on said Plat hereinafter referred to and conveyed by Deed dated January 15, 1946, and recorded among the aforesaid Land Records in Liber JHH No. 352 folio 6 &c., from R. Harry Arnold et al unto Frank Lee Fowler and Mildred A. Fowler, his wife and running thence and binding along the Northeast side of said Mountain Road North 61 degrees 39 minutes West 100 feet to the end of the first line of Lot No. 4 Block B on said Plat which was conveyed by the said R. Harry Arnold, et al to Ralph B. Johnson and wife by Deed dated April 20, 1945 and recorded among the aforesaid Land Records in Liber JHH No. 329 folio 324&c., thence leaving said Mountain Road and running and binding on the second line of said last mentioned Deed North 15 degrees 55 minutes East 384.9 feet more or less to intersect the line of the Deed from R. Harry Arnold, et al to William V. Tribull and wife recorded among the aforesaid Land Records in Liber FSR No. 46 folio 2&c., thence binding on part of said Tribull's line South 62 degrees 45 minutes East 100 feet to the end of the first line of Lot No. 2 conveyed by Arnold, et al to Fowler and wife as aforesaid thence reversing said line and binding thereon South 15 degrees 55 minutes West 386.8 feet more or less to the place of beginning.

SAVING AND EXCEPTING therefrom all that lot of ground which by deed dated July 11, 1936, and recorded among the aforesaid Land Records in Liber OIO No. 1043 folio 1, was granted and conveyed by Henry Tribull and Wife to Scott S. Bair.

SAVING AND EXCEPTING all that portion of ground which by deed dated May 26, 1975 and recorded among the aforesaid Land Records in Liber WGL No. 2757 folio 683 was granted and conveyed by Bernadine J. Tribull unto Anne Arundel County.

Mailed to Secured Party

CLERK  
E. AUBREY COLLISON

BOOK 502 PAGE 449

10985  
18

1986 SEP 10 PM 1:42

FINANCING STATEMENT

263701 F/S

1. Name of Debtor: CHESTERFIELD PLAZA JOINT VENTURE  
 Address: c/o KLN B Realtors  
 One North Charles Street  
 Baltimore, Maryland 21201
2. Name of Secured Party: MARYLAND NATIONAL BANK  
 Address: Real Estate Department  
 Construction Finance Section  
 10 Light Street  
 Baltimore, Maryland 21202

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

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Indemnity Deed of Trust dated August 19, 1986, from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

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

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

RECORD FEE 18.00  
POSTAGE .50

(d) Proceeds and products of all collateral are covered.

#76478 0237 R02 T13:35  
SEP 10 86

4. NOT SUBJECT TO RECORDATION TAX.

Debtor:  
CHESTERFIELD PLAZA JOINT VENTURE

Secured Party:  
MARYLAND NATIONAL BANK

CLERK  
CR

By Robert Neilson  
Robert Neilson  
Managing General Partner

By William D. Sherman  
William D. Sherman  
Assistant Vice President

18.00  
5

STATE OF MARYLAND, <sup>County</sup> CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 19<sup>th</sup> day of August, 1986, before me, the undersigned Notary Public of said State, personally appeared Robert Neilson, who acknowledged himself to be the Managing General Partner of Chesterfield Plaza Joint Venture, a Maryland general partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Managing General Partner of said general partnership by signing the name of the general partnership by himself as Managing General Partner.

WITNESS my hand and Notarial Seal.

M. R. Hinchbaugh  
Notary Public

My Commission Expires:  
July 1, 1990

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Jeffrey H. Seibert, Esquire

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. IN THE FINANCING STATEMENT RECORDS OF BALTIMORE CITY, MARYLAND
3. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

PROPERTY DESCRIPTION

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

BEGINNING for the same at point no. 4097 on the Southernmost right-of-way line of Old Crown Drive (60 feet wide right-of-way) as shown on an unrecorded plat entitled Phase One, "Chesterfield 4" (sheet 3 of 7), intended to be recorded among the Plat Records of Anne Arundel County, Maryland, running thence with and binding on said right-of-way line, and referring the courses of the description contained herein to the Maryland State Grid Meridian,

(1) North 56 degrees 54 minutes 09 seconds East 35.26 feet,  
(2) South 77 degrees 56 minutes 45 seconds East 45.00 feet,  
(3) 220.92 feet along the arc of a curve to the right, having a radius of 3660.18 feet, and being subtended by a chord of South 76 degrees 13 minutes 00 seconds East 220.89 feet, and

(4) South 74 degrees 29 minutes 15 seconds East 381.22 feet, thence leaving the right-of-way line of Old Crown Drive and running with and binding on the division line between the parcel now being described and a plat entitled preliminary plan of "Jacobsville", recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 2, Page 2, Plat No. 252,

(5) South 12 degrees 55 minutes 56 seconds West 492.06 feet, thence leaving the outline of the aforementioned plat of Jacobsville and running with and binding on the division line between the parcel now being described and the property of Herbert M. Weaver, recorded among the Land Records of Anne Arundel County, Maryland in Liber F.S.R. 42, Folio 292,

PROPERTY DESCRIPTION

(6) North 67 degrees 38 minutes 48 seconds West 117.59 feet, thence leaving said Weaver Property and running with and binding on the division line between the parcel now being described and an un-recorded plat entitled "R. Harry Arnold Subdivision",

(7) North 69 degrees 54 minutes 30 seconds West 529.13 feet to a point on the Easternmost right-of-way line of Tick Neck Road - Phase II as shown on the Anne Arundel County Department of Public Works Right-of-Way Plat No. 14977-1, thence running with and binding on said right-of-way line as shown on the aforementioned plat and plat no. 14978,

(8) 158.09 feet along the arc of a curve to the right, having a radius of 11409.20 feet, and being subtended by a chord of North 10 degrees 09 minutes 26 seconds East 158.09 feet,

(9) North 06 degrees 44 minutes 57 seconds East 199.82 feet, and

(10) 44.69 feet along the arc of a curve to the right, having a radius of 11424.20 feet, and being subtended by a chord of North 11 degrees 39 minutes 59 seconds East 44.69 feet to the place of beginning,

CONTAINING 6.920 acres of land, more or less.

BEING part of that parcel of land which by deed dated March 20, 1978, and recorded among the Land Records of Anne Arundel County, Maryland in Liber W.G.L. 3062 at Folio 888, was granted and conveyed by Oriole Homes Corp. to the Chatterleigh Limited Partnership.

Mailed to Secured Party

193865

PS RECORDS

BOOK 502 PAGE 453

FINANCING STATEMENT

203705

- 1. Names and Addresses of Debtors:
  - SINCLAIR PROPERTIES PARTNERSHIP  
1700 North Ellwood Avenue  
Baltimore, Maryland 21213
  - ALRHON REAL ESTATE, INC.  
1700 North Ellwood Avenue  
Baltimore, Maryland 21213
- 2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate and Mortgage Banking Department  
10 Light Street  
Baltimore, Maryland 21202

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

(a) The interest of Debtors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated September 4, 1986 from Debtors to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees, all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

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

(c) Proceeds of all collateral are covered.

4. Recordation Tax has been paid in the principal amount of \$424,266.85 in connection with the filing of the aforesaid Deed of Trust in the Land Records of Anne Arundel County, Maryland.

RECORD FEE 16.00  
POSTAGE .50  
#76573 0237 HQ2 115:28  
SEP 10 86

Debtors:

Secured Party:

SINCLAIR PROPERTIES PARTNERSHIP

MARYLAND NATIONAL BANK

By: Albert J. Keim, Jr.  
Albert J. Keim, Jr., Partner

By: Marcia V. Thomas-Smith  
Name: Marcia V. Thomas-Smith  
Title: Mortgage Loan Representative

By: Rhona A. Frank  
Rhona A. Frank, Partner

ALRHON REAL ESTATE, INC.

By: Albert J. Keim, Jr. Pres  
Albert J. Keim, Jr. President

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
16 09 1986 SEP 10 PM 3:38  
E. AUBREY COLLISON  
CLERK

MR. CLERK: Return to Miles and Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
Attention: Mabeth W. Hudson

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

EXHIBIT A

PARCEL ONE

BEING known and designated as Lot 2-A (2.5 acres) as shown on the Plat entitled "Amended Plat, Section One, Lots 2-A & 2-B, ANNAPOLIS BUSINESS CENTER" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 59 folio 35.

TOGETHER with the right to use in common with others of the Municipal Easement (26') and Service Road for Access by Adjacent Owners as shown on the Plat entitled "Amended Plat, Section One, Lots 2-A & 2-B, ANNAPOLIS BUSINESS CENTER", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 59, folio 35.

PARCEL TWO

BEING known and designated as Lot 1 (0.849 acres) as shown on the Plat entitled "Section One, ANNAPOLIS BUSINESS CENTER", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 57, folio 26, and on that Plat entitled "Amended Plat, Section One, Lots 2-A & 2-B ANNAPOLIS BUSINESS CENTER", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 59, folio 35.

TOGETHER with the right to use in common with others the Municipal Easement (26') and Service Road for Access by Adjacent Owners as shown on the Plat entitled "Amended Plat, Section One, Lots 2-A & 2-B, ANNAPOLIS BUSINESS CENTER", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 59, folio 35.

Mailed to Secured Party



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

Address

Severna Pizza

551C Baltimore Annapolis Blvd.  
Severna Park, Md. 21146

Secured Party

Address

Farmers National Bank of Md.

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):

All inventory, equipment, accounts receivables, furniture fixtures and general Intangibles, both now and hereafter acquired; including cash and non-cash proceeds and products.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

RECORDATION FEE	11.00
RECORDATION TAX	105.00
POSTAGE	.30

02-018 0777 R01 T14:07  
SEP 11 1986

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)

*John L. Olevorio*  
John L. Olevorio

THE FARMERS NATIONAL  
BANK OF ANNAPOLIS

Mailed to Secured Party

BY

*Earl C. McNay*  
Earl C. McNay, AVP

Type or print names under signatures

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

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNA COUNTY  
1986 SEP 11 PM 3:05  
E. AUBREY COLLISON  
CLERK

11-10550

NT-14102

(FINAN.102)

TO BE RECORDED AMONG THE:

- LAND RECORDS OF THE COUNTY OF ANNE ARUNDEL
- FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL
- STATE DEPARTMENT OF ASSESSMENT AND TAXATION

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

FINANCING STATEMENT

1. DEBTOR (S): NAME: SULIN ENTERPRISES, LTD.  
ADDRESS: 1133 GREENWOOD ROAD  
 PIKESVILLE, MARYLAND 21208
2. SECURED PARTY: NAME: YORKRIDGE-CALVERT SAVINGS AND LOAN  
 ASSOCIATION  
ADDRESS: 3725 OLD COURT ROAD  
 BALTIMORE, MARYLAND 21208

3. This Financing Statement covers the following types of property: a. All building materials, furniture, furnishing, fixtures and equipment delivered to, installed in, affixed to, placed upon or used in connection with the land and premises described in "Exhibit A" attached hereto, including but not limited to, the following: all the walks, fences, shrubbery, driveways, fixtures, 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 herein described (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the land herein conveyed or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without the 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 apparatus, elevators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) 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 papers, documents and instruments, including but not limited to, licenses.

(c) All awards heretofore or hereafter made by any public or quasi-public authority to the present or subsequent owners of said premises and the improvements now or hereafter existing thereon by virtue of an exercise of the right of eminent domain by such authority, or right of access to a public way, or for any change of grade of streets affecting said premises or

CR  
CLERK

RECEIVED IN RECORDS  
COUNTY OF ANNE ARUNDEL

1986 SEP 11 PM 3:10  
E. AUBREY COLLISON  
CLERK

RECORD FEE  
POSTAGE

13.00  
.50

236687 0237 R02 115:08  
SEP 11 86

13.02 70

improvements.

BOOK 502 PAGE 459

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

For description, see "Exhibit A" attached hereto, and made a part hereof, and as more particularly described in a Mortgage from Sulin Enterprises, Ltd. to Yorkridge-Calvert Savings and Loan Association and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

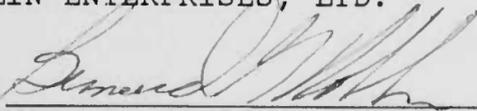
5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are not covered.

DEBTOR(S):

SULIN ENTERPRISES, LTD.

BY:   
BERNARD G. ROBBINS, PRESIDENT

YORKRIDGE-CALVERT SAVINGS  
AND LOAN ASSOCIATION

BY: \_\_\_\_\_

BY:   
JOEL C. SWEREN  
Executive Vice President

To the Filing Officer: After this statement has been recorded please mail the same to:

NATIONWIDE TITLE COMPANY  
1700 Reisterstown Road  
Suite 236 - Pomona Square  
Baltimore, Maryland 21208



EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots Nos. 45, 50, 51 and 56, as shown on the Plat entitled "Phase Two, Plat 1, Section 10, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100 folio 46.

Mailed to Secured Party

263920

FINANCING STATEMENT

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

1. Name of Debtor(s): R.C. Properties Inc.  
Address: 24 South River Road  
Edgewater, Maryland 21037

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:  
All Inventory, Raw Materials, Goods In Process, Finished Goods, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and All Intangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements.

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

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

RECORD FEE 11.00  
POSTAGE .50  
#36753 0055 R02 109:46  
SEP 15 86

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

*R.C. Properties Inc.*  
Debtor(s): R.C. Properties Inc.  
*Raymond J. Schummer, Pres.*  
Raymond J. Schummer, President

Secured Party  
1st AMERICAN BANK OF MARYLAND  
By: *[Signature]*  
Dennis L. Ortiz, 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.)

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

*Baldpate*  
*P.O. Box 417*  
*Annapolis, MD 21401*

045-580/1 Rev. 12/78

Mailed to Secured Party

*11/22 JD*

1986 SEP 15 AM 9:49  
E. AUBREY COLLISON  
CLERK

263921

FINANCING STATEMENT

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

1. Name of Debtor(s): Raymond J. Schummer  
Address: 1070 Red Maple Court  
Davidsonville, MD. 21035

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:  
All Inventory, Raw Materials, Goods In Process, Finished Goods, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and All Intangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements.

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):  
*[Signature]*  
Raymond J. Schummer

Secured Party:  
1st AMERICAN BANK OF MARYLAND  
By: *[Signature]*  
Dennis L. Ortiz, 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.)

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

*Baldy Hale*  
*P.O. Box 9477*  
*Arundel, MD 21014*

045-580/1 Rev. 12/78

Mailed to Secured Party

1100  
50



RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY  
1986 SEP 15 AM 9:49  
E. AUBREY COLLISON  
CLERK

RECORD FEE 11.00  
POSTAGE .50  
#36751 0055 R02 T09:46  
SEP 15 1986



263922

FINANCING STATEMENT

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

1. Name of Debtor(s): Dorothy M. Schummer  
Address: Donna M. Schummer  
1070 Red Maple Court  
Davidsonville, MD. 21035

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:  
All Inventory, Raw Materials, Goods In Process, Finished Goods, Machines,  
Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All  
Tangible Assets, Accounts Receivable, Book Debts, Notes, Chattel Paper  
Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract  
Rights, Choses In Action, and All Intangible Assets whether now owned or  
hereafter acquired, and all Attachments, Accessories, Additions thereto,  
Substitutions, Accessories and Equipment therefore, and Replacements.

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):  
*Donna M. Schummer*  
Donna M. Schummer

*Dorothy M. Schummer*  
Dorothy M. Schummer

(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)

*Bald & Hale*  
*P.O. Box 447*  
*Annapolis, MD. 21401*

045-580/1 Rev. 12/78

12/30



Secured Party:  
1st AMERICAN BANK OF MARYLAND

By: *[Signature]*  
Dennis L. Ortiz, Asst. Vice President  
(Type Name and Title)

RECORD FEE 12.00  
POSTAGE .50  
#36752 COSS R02 109446  
SEP 15 86

RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY

1986 SEP 15 AM 9:49

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

NT-13875

(finan.875)

TO BE RECORDED AMONG THE:

- LAND RECORDS OF THE COUNTY OF ANNE ARUNDEL
- FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL
- STATE DEPARTMENT OF ASSESSMENT AND TAXATION

263923

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

RECEIVED FOR RECORD  
COUNTY OF ANNE ARUNDEL

1986 SEP 15 AM 9:58

E. AUDREY COLLISON  
CLERK

FINANCING STATEMENT

1. DEBTOR (S): NAME: SULIN ENTERPRISES, LTD.  
ADDRESS: 1133 GREENWOOD ROAD  
 BALTIMORE, MARYLAND 21208

2. SECURED PARTY: NAME: YORKRIDGE-CALVERT SAVINGS AND LOAN  
 ASSOCIATION  
ADDRESS: 3725 OLD COURT ROAD  
 BALTIMORE, MARYLAND 21208

CR  
CLERK

3. This Financing Statement covers the following types of property: a. All building materials, furniture, furnishing, fixtures and equipment delivered to, installed in, affixed to, placed upon or used in connection with the land and premises described in "Exhibit A" attached hereto, including but not limited to, the following: all the walks, fences, shrubbery, driveways, fixtures, 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 herein described (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the land herein conveyed or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without the 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 apparatus, elevators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

RECORD FEE  
POSTAGE

13.00  
.50

(b) 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 papers, documents and instruments, including but not limited to, licenses.

#36758 0237 R02 109:56  
SEP 15 86

(c) All awards heretofore or hereafter made by any public or quasi-public authority to the present or subsequent owners of said premises and the improvements now or hereafter existing thereon by virtue of an exercise of the right of eminent domain by such authority, or right of access to a public way, or for any change of grade of streets affecting said premises or

13.50

improvements.

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

For description, see "Exhibit A" attached hereto, and made a part hereof, and as more particularly described in a Mortgage from Sulin Enterprises, Ltd. to Yorkridge-Calvert Savings and Loan Association and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are not covered.

DEBTOR(S):

SULIN ENTERPRISES, LTD.

BY: *Bernard G. Robbins*  
BERNARD G. ROBBINS, PRESIDENT

YORKRIDGE-CALVERT SAVINGS  
AND LOAN ASSOCIATION

BY: \_\_\_\_\_

BY: *J. C. Sweren*  
JOEL C. SWEREN  
Executive Vice President

To the Filing Officer: After this statement has been recorded please mail the same to:

NATIONWIDE TITLE COMPANY  
1700 Reisterstown Road  
Suite 236 - Pomona Square  
Baltimore, Maryland 21208



EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots Nos. 37, 40, 41 and 58, as shown on the Plat entitled "Phase Two, Plat 1, Section 10, Shipley's Choice", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 100 folio 46.

Mailed to Secured Party

74399

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$63,614.75

1. Name of Debtor(s): Data Search, Inc.  
Address: 7310 Ritchie Highway  
Glen Burnie, Md. 21061

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:  
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.

Debtor(s): Data Search, Inc.  
*[Signature]*  
Benjamin J. Renko, Jr., Pres.

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *[Signature]*  
Jeffrey S. Angler, 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)

Under penalty of perjury, we hereby certify that recordation tax in the amount of \$211.20 was paid in the offices of the State Department of Assesment & Taxation

11.00 / SD

RECEIVED FOR RECORD  
COUNTY CLERK'S OFFICE  
1986 SEP 15 PM 12:47  
E. AUSTREY COLLISON  
CLERK



RECORD FEE 11.00  
POSTAGE .50  
#30880 0055 102 112:43  
SEP 15 86

Schedule A

AU 3460 0101 7190	Tower 32 Base Unit
SK 3460 K038 0000	Dual 4 Meg Mem Modules
SK 3460 K865 0000	85 Meg Primary Hard Disk
RK 3460 K203 0000	Hard Disk Mounting Pkg
AU 6098 2001 7190	170 Meg Hard Disk & Mnt
AK 3460 K217 0000	SCSI Adapter & Cable
RK 3460 K785 0000	45 Meg Cartridge Tape
RK 3460 K209 0000	Cart. Tape Mounting Pkg
AK 3460 K807 0000	5 1/4" IMB Floppy Disk
AK 3460 K202 0000	Floppy Disk Mounting Pkg
RK 3460 K115 0000	Mass Storage Controller
RK 3460 K132 0000	HPSIO Boards
RK 3460 K132 0000	HPSIO Boards
AK 3460 K308 0000	Paraller Printer Port
AK 3460 K308 0000	Paraller Printer Port

Qnty 10 Wyse 50 Terminals

Software  
Unix System 5 Dev Sys  
SMC Basic  
filePro 16 Plus  
fptransfer  
General Ledger  
Payroll

Qnty 2 12 Ft Paraller Printer Cables

Mailed to Secured Party

Book 502 page 469

STATE OF FLORIDA  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1 REV. 1981

THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 203730

ONLY ONE NAME PER BOX

DEBTOR (Last Name First if a Person)  
NAME **Tire Engineering, Inc.**  
1A MAILING ADDRESS **P. O. Box 6299**  
CITY **Annapolis** STATE **Maryland 21401**

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)  
NAME  
1B MAILING ADDRESS  
CITY STATE

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)  
NAME  
1C MAILING ADDRESS  
\* CITY STATE

SECURED PARTY (Last Name First if a Person)  
NAME **National Factors, Ltd.**  
2A MAILING ADDRESS **P. O. Box 149141**  
CITY **Orlando** STATE **Florida 32814-9141**

MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)  
NAME  
2B MAILING ADDRESS  
CITY STATE

ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)  
NAME  
3 MAILING ADDRESS  
CITY STATE

THIS SPACE FOR USE OF FILING OFFICER  
Date, Time, Number & Filing Office  
RECEIVED FOR RECORD  
CLERK OF CIRCUIT COURT ANNE ARUNDEL COUNTY  
1986 SEP 15 AM 10:54  
E. AUBREY COLLISON  
CLERK  
RECORD FEE 11.00  
POSTAGE .50  
SEP 15 86

4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11".  
\* All present and future accounts owed by Interpool, Inc. and Seapac Services, Inc. to the Debtor, together with all proceeds thereof.

5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.  
6. Filed with **Clerk of Circuit Court Anne Arundel County Maryland**

7. No. of Additional Sheets presented: **-0-**  
8. (Check )  All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid.  
 Florida Documentary Stamp Tax is not required.

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.  
 as to which the filing has lapsed.  
 acquired after a change of name, identity, or corporate structure of the  debtor or  secured party.

13. Return Copy to:  
NAME **National Factors, Ltd.**  
ADDRESS **P. O. Box 149141**  
CITY **Orlando**  
STATE **Florida** ZIP CODE **32814-9141**

10. (Check  if so)  
 Debtor is a transmitting utility  
 Products of collateral are covered  
11. SIGNATURE(S) OF DEBTOR(S)  
**Tire Engineering, Inc.**  
By: *Davidge Warfield*  
**Davidge Warfield, President**  
12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE

NAME AND ADDRESS OF PREPARER  
Dean, Mead, Egerton, et al  
P. O. Box 2346  
Orlando, FL 32802-2346  
Mailed to!

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 8/1/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chemical Leaman Tank Lines, Inc.  
Address 102 Pickering Way, Lionville, PA 19355

2. SECURED PARTY

Name The Philadelphia National Bank, as Agent for itself and other banks  
Address Trans. & Equip. Finance Dept., P.O. Box 13867, Philadelphia, PA 19101

Person And Address To Whom Statement Is To Be Returned If Different From Above.  
Anne F. Hoffner, Legal Assistant, Morgan, Lewis & Bockius  
2000 One Logan Square, Phila., PA 19103

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)  
Equipment, including motor vehicles, tractors and trailers, all accessions, software, parts, programs, accessories, licenses, patent rights, franchises, substitutions and replacements and additional equipment now or hereafter affixed to or used in connection with any of such equipment, all accounts and general intangibles, in each case whether now existing or hereafter acquired, together with all proceeds of any of the foregoing (including insurance proceeds).

RECORDING FEE 11.00  
POSTAGE .50  
224376 DTB 101 100#46  
SEP 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)



RECEIVED FOR RECORD  
MOUNTAIN VIEW COUNTY  
1986 SEP 15 AM 10:54  
E. AUBREY COLLISON  
CLERK

(Signature of Debtor)  
CHEMICAL LEAMAN TANK LINES, INC.  
Type or Print Above Name on Above Line  
*William J. Kenner*  
(Signature of Debtor)

(Signature of Secured Party)  
Type or Print Above Signature on Above Line

11-50

Mailed to Secured Party

*Financing Statement*

COPY FOR FILING

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

Record in:

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

RECORD FEE 12.00  
POSTAGE .50  
#24598 DT77 201 TOR:4B  
SEP 15 86

NAME	Street	City	State
1. Debtor(s)			
<u>Brown's Reisterstown Road Motors, Inc. T/A</u>			
<u>Brown's Acura</u>	<u>3510 Ft. Meade Road</u>	<u>Laurel, Maryland</u>	<u>20707</u>

2. Secured Party: SOVRAN BANK/MARYLAND  
~~12125 Veirs Mill Road~~  
~~Silver Spring, Maryland 20906~~  
Att: Dealer Finance Department

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

Check  one or more boxes as applicable:

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

Title Owner of Real Estate: \_\_\_\_\_

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

Secured Party: SOVRAN BANK/MARYLAND  
 By: \_\_\_\_\_  
 Type Name Joseph C. McMahon  
 Title Vice President

Debtor(s) or Assignor(s)  
Brown's Reisterstown Road Motors, Inc  
T/A Brown's Acura  
Robert D. Benton  
President  
 Type or Print Name and Title of Each Signature

RECEIVED FOR RECORD  
 ANNE ARUNDEL COUNTY  
 1986 SEP 15 AM 10:54  
 E. AUBREY COLLISON  
 CLERK

1250

BETWEEN Brown's Reisterstown Road Motors, Inc. T/A Brown's Acura, Mortgagee, and Sovran Bank/Maryland, Mortgagor, and

WITNESSETH: That to secure the payment of the total indebtedness set forth on the reverse side hereof, receipt of the amount of which is hereby acknowledged, Mortgagor has bargained and sold and by these presents does grant, bargain, convey and sell unto the Mortgagee all of the merchandise described on the reverse side hereof with all equipment and accessories as a component part thereof.

TO BE STORED AT 3510 Ft. Meade Road, Laurel, MD 20707

TO HAVE AND TO HOLD the same unto the said Mortgagee, its successors and assigns forever.

UPON CONDITION that if the said Mortgagor shall pay to the Mortgagee all of the said indebtedness on the due dates thereof, with interest from date hereof, the said indebtedness being evidenced by promissory note or notes made by the Mortgagor payable to the order of the Mortgagee, and perform other obligations to be performed by Mortgagor hereunder, then this mortgage shall be void, otherwise it shall remain in full force and effect.

Mortgagor shall not remove said merchandise or any of it from the above place of storage and shall not demonstrate, use, encumber or dispose of in any manner whatsoever said merchandise without the written consent of Mortgagee. Mortgagor warrants that said merchandise is free and clear of all liens and encumbrances and that Mortgagor is absolute owner of same with full right and power to mortgage same.

If the Mortgagor should fail to pay said indebtedness, or breach this mortgage in any respect, or if any petition or proceeding in bankruptcy, receivership, insolvency or for arrangement or reorganization be filed or instituted by or against Mortgagor or against the property of Mortgagor, or if any execution, attachment or other writ should be levied upon Mortgagor's property, or for any reason Mortgagee should consider said indebtedness or said security unsafe and insecure, then Mortgagee may at its option foreclose this mortgage by action or otherwise; and Mortgagee may take immediate possession of said merchandise wherever it may be found, with or without demand or notice or legal process and may enter any houses, stores or other premises for that purpose, and may remove and sell any or all of said merchandise and all equity of redemption therein at public or private sale, with or without notice, and without having the merchandise at the place of sale, and out of the proceeds of such sale, after deducting all expenses incurred by Mortgagee, apply the residue thereof toward the payment of the above indebtedness, and shall pay over to the Mortgagor the surplus, if any, and in case of a deficiency Mortgagor covenants to pay the same forthwith to Mortgagee, together with costs and attorney's fees.

And until Mortgagor defaults in any of said payments or otherwise breaches this mortgage, Mortgagor is to continue in quiet and peaceful possession of said merchandise. Any part hereof contrary to the laws of any State where used shall be deemed ineffective therein, but shall not invalidate any other parts hereof.

This mortgage shall be binding upon the heirs, executors, administrators, successors and assigns of the Mortgagor. IN WITNESS WHEREOF the Mortgagor has hereunto set his hand and seal this 04 day of September, 19 86

at Laurel, Anne Arundel, Maryland. Brown's Reisterstown Road Motors, Inc. T/A Brown's Acura (L.S.) (Mortgagor signs here) By Robert D. Benton (L.S.) (Owner, Officer or Firm Member) President (Title)

SEALED AND DELIVERED IN THE PRESENCE OF Don F. King (Witness)

ACKNOWLEDGMENT AND/OR AFFIDAVIT

(Use appropriate acknowledgment and/or affidavit for Individual, Partnership or Corporation)

3510 Ft. Meade Road Laurel MD Date September 4, 1986 On Demand, For Value Received, I, We, or either of us, promise to pay to the order of Sovran Bank/Maryland

Seventy-two Thousand One Hundred Eighty Nine and 00/100 Dollars (\$ 72,189.00)

at its office at 12125 Viers Mill Road, Silver Spring, Maryland 20906 with interest from date and a reasonable sum (15 percent if allowed by law) as attorney's fees, if placed in the hands of an attorney for collection after maturity. Authority is hereby irrevocably given to any attorney at law to appear in any court, and waive the issue and service of process and confess a judgment against me, us, or either of us, in favor of the holder hereof, for such amount as may be unpaid hereon after maturity together with costs and attorney's fees and to release all errors and waive all right of appeal. All exemptions and homestead laws and all rights thereunder are hereby waived. Presentment For Payment, Demand, Protest and Notice of Protest and Dishonor are waived.

(Signed) Robert D. Benton (SEAL) By Robert D. Benton, President (Owner, Officer or Firm Member)

CHATTEL MORTGAGE

Brown's Reisterstown Road Motors, Inc. <sup>BOOK</sup> 502 <sup>PAGE</sup> 173 No. \_\_\_\_\_  
Brown's Acura 3001 Sovran Bank/Maryland

3510 Ft. Meade Road 12125 Viers Mill Raod  
ADDRESS ADDRESS  
Laurel, MD. 20707 Silver Spring, MD 20906  
CITY AND STATE CITY AND STATE

September 4, 1986  
DATE PURCHASED

On Demand  
MATURITY DATE

YEAR	TRADE NAME AND KIND OF MERCHANDISE	MODEL	SERIAL NUMBER	LOW BOOK VALUE	MORTGAGE INDEBTEDNESS	DATE PAY'T MADE	NEW BALANCE	DATE PAY'T MADE	NEW BALANCE	DATE PAY'T MADE	NEW BALANCE
1986	Acura	Integra	S JH4DA1754GS007083		\$9,996.00						
1986	Acura	Integra	M JH4DA1843GS007484		9,156.00						
1986	Acura	Integra	S JH4DA3352GS006225		9,357.00						
1986	Acura	Integra	M JH4DA1747GS007389		8,736.00						
1986	Acura	Integra	S JH4DA1749GS006471		8,736.00						
1986	Acura	Integra	M JH4DA1742GS006411		8,736.00						
1986	Acura	Integra	S JH4DA1747GSOC5352		8,736.00						
1986	Acura	Integra	M JH4DA1747GS004007		8,736.00						
			S								
			M								
			S								
			M								
			S								
			M								
			S								
			M								
			S								
			M								
			S								
			M								

TOTAL INDEBTEDNESS \$72,189.00

CHECK NO. 2962197 AMOUNT \$72,189.00

87-8

Mailed to Secured Party

STATE OF MARYLAND

263733

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. \$ 54,500.00

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

Recordation Tax to be paid to Anne Arundel Co. in the amount of \$381.50. 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 1223 Dorsey Rd., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Credit Alliance Corporation

Address P.O. Box 1680, 500 DiGuilian 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)

Stursa Equipment Co., Ltd.

*Marvin Stursa*  
(Signature of Debtor)

Marvin Stursa Pres.

\_\_\_\_\_  
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 Asst V.P.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

RECORD FEE 17.00  
RECORD TAX 381.50  
POSTAGE 50  
SEP 15 1986 10:52  
SEP 15 86

17  
381.50  
50

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

1986 SEP 15 AM 10:54

E. AUBREY COLLISON  
CLERK



—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 2nd day of September, 1986 by and between

**Sturza Equipment Co., Ltd. having its principal place of business at  
1223 Dorsey Rd., Glen Burnie, Md. 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 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 or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale, Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

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

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

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

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

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

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

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

ATTEST

Stursa Equipment Co., Ltd. (Seal)

Mortgagor

By

*[Signature]* (Title)

Secretary

STATE OF  
COUNTY OF

} SS

Marvin Stursa

being duly sworn, deposes and says

1. He is the President of Stursa Equipment Co., Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage

Stursa Equipment Co., Inc.

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

Credit Alliance Corporation

(hereinafter called "Mortgagee") in the

3. Mortgagor is solvent and justly indebted to 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 \_\_\_\_\_

*[Signature]*

day of \_\_\_\_\_, 19 \_\_\_\_\_

NOTARY PUBLIC

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_ SS

I, \_\_\_\_\_, a Notary Public duly qualified in and for said County and State, do hereby certify that on this

\_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, in (Place) \_\_\_\_\_ in said County, before me personally appeared

\_\_\_\_\_ to me personally well known

(For Individual)

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

(For Partnership)

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

(For Corporation)

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

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 September 2, 19 86 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	International Truck, Model 1954	1986	1954	1HTLDTVN1GHA54111
One (1)	New National Crane		M-85H21	18371
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>				

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

Seller, Mortgagee or Lessor:

Credit Alliance Corporation

By: \_\_\_\_\_

Purchaser, Mortgagor or Lessee:

Stursa Equipment Co., Ltd.

By: *[Signature]*

Mailed to:

Credit Alliance Corp.

BOOK 502 PAGE 478

263731

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility. 1483	6. No. of Additional Sheets Presented:
1. Debtor(s) (Last Name First) and address(es) Hospitality House Associates dba: Hilton Hotel Compromise at St. Mary's St. Annapolis, Maryland 21401	2. Secured Party(ies) and address(es) DOMINION TRUST COMPANY (*name change) Attn: Corporate Trust Dept. P. O. Box 13327 Roanoke, VA 24040	3. For Filing Officer (Date, Time, Number, and Filing Office) POSTAGE .50 SEP 15 1986 10:53

7. This statement refers to original Financing Statement No. 206007L364P24 filed (date) 11/10/76 with Anne Arundel County

8.  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

Private telephone communication equipment....

SEP 15 1986

\*formerly the First National Exchange Bank of Virginia as Trustee

DOMINION TRUST COMPANY

Edith L. Kittinger, Ass't V. P.

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

.....  
 By *Edith L. Kittinger*  
 Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

Forms may be purchased from *Hubbs & Warren, Inc., Boston, Mass. 02101* STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC3 REV. 1980

1050

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP 15 AM 10:54



E. AUBREY COLLISON  
CLERK

TERMINATION STATEMENT

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

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

File No. 260895 Dated March 12, 1986  
Record Reference Liber 496 Page 68

2. DEBTOR is:

Name: Calvert M. and Darla K. Watts (Last Name First)

RECORD FEE 1.00  
SEARCH FEE 7.00  
POSTAGE .50

Address: 878 Generals Highway, Millersville, Maryland 21108

3. SECURED PARTY is:

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SEP 15 1986

Name: The Bank of Glen Burnie

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

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

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

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

SECURED PARTY:

*Donald M. Fosler*  
Donald M. Fosler  
By: Vice President (Title)

Dated September 3, 1986

11500

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP 15 AM 10:55

J. F. CLERK

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

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. 248855 Dated August 17, 1986  
Record Reference Liber 465 Page 338

SEARCH FEE 10.00  
INDEX FEE .50

2. DEBTOR is:

Name: Philip J. Fewster & Associates  
(Last Name First)

REGISTERED FOR TOLL 137  
SEP 15 86

Address: 7221 Baltimore Annapolis Boulevard, Ferndale, Maryland 21061

3. SECURED PARTY is:

Name: The Bank of Glen Burnie

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

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

1050

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

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

SECURED PARTY:  
*[Signature]*

Dated September 3, 1986 By: Vice President (Title)

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CIRCUIT COURT, A.A. COUNTY

1986 SEP 15 AM 10:55  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party



STATE OF MARYLAND  
FINANCING STATEMENT BOOK 502 PAGE 482 Identifying File No. \_\_\_\_\_  
FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 263736

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 LESSEE:

Name Independence One Mortgage Corp.

Address 2086 Generals Highway, Annapolis Md 21401

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 Minolta EP-650Z Bond Copier #1612928 L#52706
- 1 Minolta F-11 Document Asist #8141711
- 1 Minolta A-11 Auto Feed Attachment #8135371
- 1 Minolta S-20II 20 Bin Sorter #160374
- 1 Console Cabinet

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

CHECK  THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Independence One Mortgage Corp.

D. Paris Dull Authorized  
(Signature of Debtor) LESSEE:

For Auth See Copy Of Lease.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

C.A. Collison

(Signature of Secured Party) LESSOR:

EATON FINANCIAL CORPORATION

Type or Print Above Signature on Above Line



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CIRCUIT COURT, BALTIMORE COUNTY

1986 SEP 15 AM 10:58

AUBREY COLLISON  
CLERK

1150

**EATON FINANCIAL CORPORATION**  
 AND SUBSIDIARY, THE LEASE FACTOR, INC.

Building - P.O. Box 77, South Station • Framingham, MA 01701 • Tel. (617) 620-9000

LEASE BOOK 52706  
 CUSTOMER PAGE 483

NAME AND ADDRESS OF LESSEE  
 (Complete Legal Name)

Independence One Mortgage Corp.  
 Generals Highway  
 Annapolis, Maryland 21401

SUPPLIER OF EQUIPMENT (Complete Address)

Copytronics, Inc.  
 614 Virginia Drive  
 Orlando, Florida 32803

SALESPERSON Daniel Cadden

TELEPHONE NO. (305) 898-5511

DESCRIPTION OF EQUIPMENT LEASED / (Include make, year model, identification and model numbers or marks)

- Minolta 650Z Bond Copier #1612928  
 - Minolta P-11 Document Assist #8141711  
 - Minolta A-11 Auto-Feed Attachment #8135371  
 - Console Cabinet #160374

DELIVERED AND LOCATED AT

**TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")**

**SCHEDULE OF LEASE PAYMENTS DURING INITIAL TERM OF LEASE.**

NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL INITIAL PAYMENT	INITIAL PAYMENT REPRESENTING PAYMENT FOR FIRST AND LAST MONTHS
	PAYMENT	TAX	OTHER		
36	\$ 244.00	\$ 12.20		\$512.40	ONE (1) MONTH

Eaton Financial Corporation (hereinafter called "LESSOR") hereby leases to the LESSEE the above Equipment (hereinafter called "EQUIPMENT") for the number of months and the lease payments as set forth above and on the terms and conditions stated herein AND ON THE REVERSE HEREOF. LESSEE agrees that, if there is any inconsistency between the Terms and Conditions of this Lease and of any of the LESSEE'S written contracts, the terms of this Lease will govern. The Lease Payments shall commence when the LESSEE has received Equipment which is equal to fifty percent (50%) of the value at cost to LESSOR of all the Equipment to be leased hereunder, and shall continue thereafter to be paid on the same day of each month in the amount specified and for the total number of payments as provided in the Schedule of Lease Payments as set forth above. All payments by LESSEE shall be payable at the office of LESSOR or at such other place as LESSOR may from time to time appoint. LESSEE hereby agrees to the use of the initial Lease Payments made by LESSEE under this Lease, provided that LESSOR accounts to LESSEE for said payments at the termination of the Lease.

LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. LESSEE has made the selection of the Equipment from the Manufacturer or Vendor (hereinafter collectively called "SUPPLIER") based on its own judgment and expressly disclaims any reliance on any statements or representations made by the SUPPLIER. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR OPERATION THEREOF. In no event shall LESSOR be liable for any indirect, special or consequential damages, and the general liability insurance, including for any loss, cost or damage to LESSEE or others arising from defects, negligence, delays, failure of performance of the Equipment. Any warranty by the SUPPLIER, which is assignable, is herewith assigned to LESSEE by LESSOR without any cost. LESSOR will not release LESSEE from its obligations to LESSOR to make Lease Payments and to keep, maintain, and surrender the Equipment.

**DELIVERY AND ACCEPTANCE.** The Equipment shall be shipped directly to the LESSEE by the SUPPLIER. LESSEE agrees to accept such delivery of the Equipment and to execute and deliver to LESSOR the Delivery and Acceptance Receipt submitted by LESSOR. LESSEE'S acceptance of the Equipment shall not be affected by any delay in the shipment of the Equipment by the SUPPLIER. In the event that LESSEE does not accept the Equipment, LESSEE shall be deemed to have accepted the Equipment upon installation of the Equipment, then it shall be deemed as between LESSOR and LESSEE, that the Equipment is acknowledged to be in good working order and condition and that the Equipment is leased to LESSEE on the terms and conditions of this Lease.

LESSEE has read the Lease consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and hereby acknowledges receipt of a copy of this Lease. LESSEE is authorized to execute this Lease on behalf of the LESSEE, and hereby acknowledges receipt of a copy of this Lease. LESSEE AND LESSEE AGREE THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF THE LESSOR OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO SUCH WAIVER OR ALTERATION SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE LEASE PAYMENTS SET FORTH IN THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

EATON FINANCIAL CORPORATION, LESSOR:

Authorized Signature and Title  
 August 11, 1986

Independence One Mortgage Corp. LESSEE  
 by *[Signature]* R.P.P.  
 Date 5-19-86  
 AFFIX SEAL

ORIGINAL LEASE

Mailed to Secured Party

263737

FINANCING STATEMENT

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.  
(Prepare in Duplicate)

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

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

NOT SUBJECT TO RECORDATION TAX

This financing statement Dated 9/3/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NORMAN R. GRIMES SR.  
Address 1648 WALL DR. PASADENA, MARYLAND 21122

2. SECURED PARTY

Name WHIRLPOOL ACCEPTANCE CORPORATION  
Address P.O. BOX 10930, WILMINGTON, DE 19850

3. ASSIGNEE OF SECURED PARTY

Name \_\_\_\_\_  
Address \_\_\_\_\_

RECORD FEE 11.00  
POSTAGE 50  
224654 DT77 BAL 102.42  
SEP 15 86

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

4. Maturity date of obligation (if any) \_\_\_\_\_

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

TORO TRACTOR SERIAL NO. 60005A9 - MODEL NO. 57365  
WHEEL WEIGHTS - MODEL NO. 59159  
SNOW BLADE - MODEL NO. 59190

CHECK  THE LINES WHICH APPLY

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

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

All proceeds resulting from sale or other disposition of the collateral are also covered including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.

(Products of collateral are also covered)

#7273421

BY: Norman R. Grimes  
Signature(s) of Debtor(s)

NORMAN R. GRIMES, SR.  
Type or Print Above Signature on Above Line

BY: \_\_\_\_\_  
Signature(s) of Debtor(s)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

BY: S.M. Piecuk  
Signature(s) of Secured Party(ies)

S.M. PIECUK - WHIRLPOOL ACCEPTANCE CORP.  
Type or Print Above Name on Above Line

Original: Filing Officer  
Duplicate: Branch Office File

IF-753 Maryland

1150

RECEIVED FOR RECORD  
COURT CLERK  
1986 SEP 15 AM 10:58  
E. AUBREY COLLISON  
CLERK

THIS IS A PHOTOCOPY

FINANCING STATEMENT

BOOK 502 PAGE 485

Identifying File No. \_\_\_\_\_

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

(Prepare in Duplicate)

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

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

NOT SUBJECT TO RECORDATION TAX

This financing statement Dated 9/3/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NORMAN R. GRIMES SR.

Address 1648 WALL DR. PASADENA, MARYLAND 21122

2. SECURED PARTY

Name WHIRLPOOL ACCEPTANCE CORPORATION

Address P.O. BOX 10930, WILMINGTON, DE 19850

3. ASSIGNEE OF SECURED PARTY

Name \_\_\_\_\_

Address \_\_\_\_\_

PERSON AND ADDRESS TO WHOM STATEMENT IS TO BE RETURNED IF DIFFERENT FROM ABOVE.

4. Maturity date of obligation (if any) \_\_\_\_\_

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

TORO TRACTOR SERIAL NO. 6000549 - MODEL NO. 57365  
WHEEL WEIGHTS - MODEL NO. 59159  
SNOW BLADE - MODEL NO. 59190

CHECK  THE LINES WHICH APPLY

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

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

All proceeds resulting from sale or other disposition of the collateral are also covered including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.

(Products of collateral are also covered)

BY: Norman R. Grimes  
Signature(s) of Debtor(s)

# 7273421

NORMAN R. GRIMES, SR.  
Type or Print Above Signature on Above Line

Mailed to Secured Party

BY: \_\_\_\_\_  
Signature(s) of Debtor(s)

BY: S.M. Pieclik  
Signature(s) of Secured Party(ies)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

S.M. PIECLIK - WHIRLPOOL ACCEPTANCE CORP.  
Type or Print Above Name on Above Line

Identifying File No. \_\_\_\_\_

263738

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 HEIN BROTHERS, INC.  
Address 7400 Balt. Annapolis Blvd., Glen Burnie, MD 21061

2. SECURED PARTY

Name MAI BASIC FOUR, INC.  
Address P.O. BOX C-11921  
SANTA ANA, CA 92711

RECORD FEE 11.00  
#24662 0777 RM1 109:59  
SEP 15 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- (1) 7010 Central cabinet assembly, w/2-126MB disk, 2MB memory; Serial #33063;
- (1) Controller, 16-way Intel serial device; (1) Printer, parallel 300lpm;
- (12) DT-4312 VDT w/keyboard; (3) Printer, 4217, 80 column; Mfg. and sold by MAI BASIC FOUR, INC. Proceeds of collateral are covered.

#WA4599 CUST# 007934001 SHPD 8/29/86

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Deborah Smith 9/2/86*  
(Signature of Debtor)

HEIN BROTHERS, INC., DEBORAH SMITH,

ATTORNEY IN FACT

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

*[Signature]*  
(Signature of Secured Party)

MAI BASIC FOUR, INC., JENAN WILHELM,  
MGR., CREDIT & COLLECTIONS

Type or Print Above Signature on Above Line

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1986 SEP 15 AM 10:59

E. AUBREY COLLISON  
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

203739

If transaction or transactions wholly or partially subject to 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 ENVIRO STRUCTURES, LTD.  
Address 285 Oak Court, Severna Park, Maryland 21146

RECORDING FEE 11.00  
PROPERTY TAX .50  
TOTAL 11.50  
SEP 15 1986

2. SECURED PARTY

Name McCLUNG-LOGAN EQUIPMENT CO., INC.  
Address 4601 Washington Blvd. Baltimore, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) CLARK Model L90 Michigan Wheel Loader S/N L90V60011AH, equipped with 2 3/4 cu. yd. bucket and fork lift attachment, together with all present and future attachments, accessories, replacement parts repairs, additions, and all proceeds thereof.

Name and address of Assignee  
AMCA INTERNATIONAL FINANCE CORPORATION  
OF GEORGIA, 1117 Perimeter Center West,  
Suite N-316, Atlanta, GA 30338

This financing statement covers a purchase money security interest created under a conditional sales contract and falls within the exception contained in MD. ANN. CODE art. 81 & 227 (2) (ii) (5) (1984)

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ENVIRO STRUCTURES, LTD.

*[Signature]* President  
(Signature of Debtor)

RICHARD M. FELICIANO  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

McCLUNG-LOGAN EQUIPMENT CO., INC.

*[Signature]*  
(Signature of Secured Party)

THOMAS B. LOGAN, PRES.  
Type or Print Above Signature on Above Line

CR  
CLERK

RECEIVED FOR RECORDING  
1986 SEP 15 AM 10:59  
E. AUBREY COLLISON  
CLERK

1150.

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name RUDOLPH E JOHNSON T/A RUDY'S ENTERPRISES  
Address 1789 GENERAL HIGHWAY, ANNAPOLIS, MD 21401

2. SECURED PARTY

Name ROAD MACHINERY, INC.  
Address 120 GORDON DRIVE LIONVILLE, PA 19353  
SEE BELOW

RECORDED 12.00  
INDEXED 30  
1986 SEP 15 AM 11:00  
AUBREY COLLISON CLERK

Person And Address To Whom Statement Is To Be Returned 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 - ALLIS CHALMERS MODEL 840 RUBBER TIRED LOADER S/N 2882 EQUIPPED WITH CARBODY FORKS, COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF

\* ASSIGNER OF SECURED PARTY: ASSOCIATES COMMERCIAL CORPORATION  
PENN CENTER WEST - ONE SUITE 302  
PITTSBURGH, PA 15276

CROSS INDEXING REQUESTED

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RUDOLPH E JOHNSON T/A RUDY'S ENTERPRISES

(Signature of Debtor)  
x Rudolph E. Johnson  
Type or Print Above Signature on Above Line  
x Rudolph E. Johnson  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

ROAD MACHINERY, INC.  
W.O. Weiler  
(Signature of Secured Party)  
W.O. WEILER  
Type or Print Above Name on Above Line

1250

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Donald E. Pumphrey and Louise Pumphrey  
(Name or Names—Last Name First)  
501 Pumphrey Lane, Glen Burnie, Maryland 21061  
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE  
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

One Kubota Tractor Model B5100E S/N 15499

RECORD FEE 12.00  
POSTAGE .50  
RECEIVED FOR RECORD  
SEP 15 1986

RECEIVED FOR RECORD  
SEP 15 1986  
1986 SEP 15 AM 11:00  
E AUBREY COLLISON  
CLERK

4. Proceeds of collateral are covered hereunder: YES  NO   
5. Products of collateral are covered hereunder: YES  NO   
6. This transaction (is) ~~is not~~ exempt from the Recordation Tax.  
7. The principal amount of the debt initially incurred is: \$ 3,146.10  
Three Thousand One Hundred and Forty-Six Dollars and Ten Cents

8. Filed with: Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 5th day of September, 19 86

DEBTOR:

SECURED PARTY:

Donald E Pumphrey  
Louise E. Pumphrey  
(Title)

THE BANK OF GLEN BURNIE  
Craig C. Curtin  
Assistant Vice President  
(Title)

FOR FILING OFFICER USE  
File No. \_\_\_\_\_ Date and Hour of Filing \_\_\_\_\_  
Record Reference \_\_\_\_\_

1230

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. 253333

RECORDED IN LIBER 476 FOLIO 396 ON 8/15/84 (DATE)

1. DEBTOR

Name Earl L. Franklin & Mary D. Franklin  
Address 1098 Marlboro Rd, Lethian, MD 20711

2. SECURED PARTY

Name NORWEST FINANCIAL-727  
Address 24 DEFENSE STREET - SUITE B  
ANNAPOLIS, MARYLAND 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>

RECORDED 10.00  
FEE .50  
RECEIVED FOR RECORD  
SEP 15 1986

RECEIVED FOR RECORD  
CHOCOMY COUNTY  
1986 SEP 15 AM 11:00  
E. AUBREY COLLISON  
CLERK

Dated 09/03/86

Kimberly Ann Tilman  
(Signature of Secured Party)  
Kimberly Ann Tilman  
Type or Print Above Name on Above Line

*105*

Mailed to Secured Party

STATE OF MARYLAND

BOOK 502 PAGE 491

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260413

RECORDED IN LIBER 494 FOLIO 555 ON February 13, 1986 (DATE)

1. DEBTOR

Name Bruce G. Browne and Brenda Browne

Address 1214 N. Charles Street Baltimore, Maryland 21202 and  
7513 Connelley Drive Hanover Maryland 21076

2. SECURED PARTY

Name The Harbor Bank of Maryland

Address 21 W. Fayette Street Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00

POSTAGE

124793 0040 R01 113:20  
SEP 15 86

<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>An amendment to the above reference financing statement. A maturity date was placed on the financing statement erroneously.</p>	

MINIMUM CHECK FORM OF STATEMENT

1986 SEP 15 PM 1:19  
E. AUBREY COLLISON  
CLERK

J.F. CLERK

Mailed to Secured Party

LAND GRANT TITLE COMPANY, LTD.  
Dated September 15, 1986  
ANNAPOLIS, MARYLAND 21401

THE HARBOR BANK OF MARYLAND  
BY: James L. Wilson, Sr.  
(Signature of Secured Party)  
James L. Wilson, Sr., Assistant Vice President  
Type or Print Above Name on Above Line

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant of Uniform Commercial Code)

February 21, 19 85

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. 234990 Dated October 21, 1980

in the Office of Anne Arundel County, Maryland  
(County/City and State)

DEBTOR OR DEBTORS (name and address):

Name: William L. Lupton & Cecelia Lupton, his wife

Address: 81 Tarragon Lane  
Annapolis MD 21401

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.

RECORD FEE 10.00  
POSTAGE .50  
#36895 C237 R02 113428  
SEP 15 86

NAVY FEDERAL CREDIT UNION  
Secured Party

By: [Signature]  
(Authorized Signature)  
Robert P. Strassheim

Assistant Treasurer  
(Title)

1986 SEP 15 PM 1:37  
E AUBREY COLLISON  
CLERK



Return to:

LAND GRANT TITLE COMPANY, LTD.  
150 SOUTH STREET, SUITE 103  
ANNAPOLIS, MARYLAND 21401



10.90 50

FINANCING STATEMENT

- 1. Name of Debtors: ERNEST J. LITTY, JR.  
Address: POSTAL COURT ASSOCIATES  
C/O Ernest J. Litty, Jr.  
P. O. Box 354  
Millersville, Maryland 21108
- 2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate Department  
Construction Finance Section  
10 Light Street  
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Indemnity Deed of Trust dated September 10, 1986 from Postal Court Associates to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Indemnity Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Indemnity Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Indemnity Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

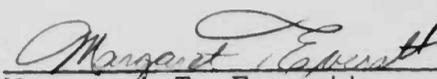
RECORD FEE 14.00  
POSTAGE .50

- 4. Proceeds and products of all collateral are covered.
- 5. Not subject to Recordation Tax.

#34932 0237 602 11436  
SEP 15 86

Debtors:  
  
Ernest J. Litty, Jr.,  
Individually

Secured Party:  
MARYLAND NATIONAL BANK

By:   
Margaret T. Everett  
Vice President



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP 15 PM 2:31

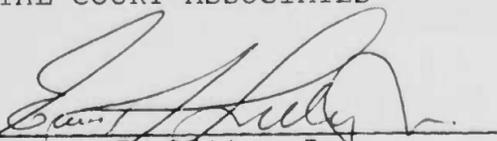
E. AUBREY COLLISON  
CLERK

[SIGNATURES CONTINUED ON PAGE 2]

14.90 - 50

[SIGNATURES CONTINUED FROM PAGE 1]

POSTAL COURT ASSOCIATES

By   
Ernest J. Litty, Jr.  
Managing General Partner

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Laura M. Goldstein

PLEASE RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
2. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

LMG11/E

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING known and designated as Lot No. 5E, as shown on the Plat entitled "Resubdivision of Lot Five LAKE SHORE PLAZA", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 93, folio 23.

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Eleanor M. Doolan  
Address: 116 Ridge Road  
Riva, Maryland 21140

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:  
All Inventory, Raw Materials, Goods In Process, Finished Goods, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and All Intangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements.

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):  
*Eleanor M. Doolan*  
.....  
Eleanor M. Doolan  
.....  
.....

Secured Party:  
1st AMERICAN BANK OF MARYLAND  
*John J. Feldman*  
By: .....  
John J. Feldman, III 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.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

RECORDED FEE 11.00  
INDEX FEE .50  
TOTAL DUES ROL 113429  
SEP 16 86

CR  
RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1986 SEP 16 PM 1:29  
E. AUBREY COLLISON  
CLERK

118

*1985 On [unclear]*

263744

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): William E. Doolan  
Address: 116 Ridge Road  
Riva, Maryland 21140

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

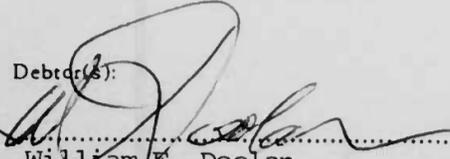
3. This Financing Statement covers the following types (or items) of property:  
All Inventory, Raw Materials, Goods In Process, Finished Goods, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and All Intangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements.

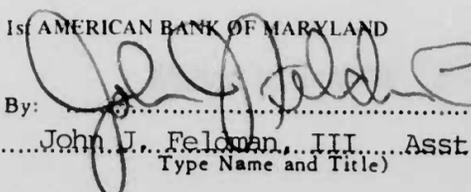
4. Check the statements which apply, if any, and supply the information indicated:

(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:

RECORDED FEE 11.00  
TAXES .50  
RECORDS DIVISION  
SEP 16 1986

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Debtor(s):  
  
.....  
William E. Doolan  
.....  
.....

Secured Party:  
1st AMERICAN BANK OF MARYLAND  
  
By: .....  
..... John J. Felman, III, Asst. Vice President  
Type Name and Title)



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY  
1986 SEP 16 PM 1:29  
E. AUBREY COLLISON  
CLERK

(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)

11/00

*Handwritten notes:*  
11/16/86  
116 Ridge Rd  
Riva, MD 21140

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for filing pursuant to the provisions of the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

JAMES E. WAMPLER, D.D.S.  
550 Defense Highway  
Crownsville, Maryland

2. NAME AND ADDRESS OF SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND  
5 Church Circle  
Annapolis, Maryland 21401

3. This Financing Statement covers all:

Equipment, fixtures and furniture now owned or hereafter acquired by the Debtor, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith, now or hereafter installed thereon or affixed thereto.

4. This transaction is exempt from the recordation tax: ~~11.00~~

Principal amount of this debt is \$63,000.00 to creditor. ~~11.00~~  
RECEIVED FOR RECORD  
CIRCUIT COURT T. A. COUNTY  
SEP 16 1986

DEBTORS:

JAMES E. WAMPLER, D.D.S.  
550 Defense Highway  
Crownsville, Maryland

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND

BY James Wampler D.D.S.  
JAMES E. WAMPLER, D.D.S.

BY [Signature]

AFTER RECORDATION return to:  
MANIS, WILKINSON, SNIDER AND GOLDSBOROUGH, CHARTERED  
145 Main/Gorman Streets, P. O. Box 921  
Annapolis, Maryland 21404

11/8  
[Handwritten mark]

CR  
CLERK

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT T. A. COUNTY

1986 SEP 16 PM 4:15

E. AUBREY COLLISON  
CLERK

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P. O. BOX 921  
ANNAPOLIS, MD 21404  
(301) 263-8655

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

Dennis W. Moyer  
Rita May Moyer

Lot 183 Lyons Creek  
Mobile Estates  
Lothian, Maryland 20711 (AA)



RECORDED FEE 12.00  
TAXES .50  
SEP 16 1986

1st Natl. Bank of Md. **SECURED PARTY (OR ASSIGNEE)**  
14700 Main St., Upper Marlboro Md. 20772  
-----Address:

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):

1973 Astr. Trailer ser. #6012734462

- 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)

*Dennis W. Moyer*

First Natl. Bank of Maryland

Dennis W. Moyer  
*Rita M. Moyer*

BY *Shirley Mascaro*  
Shirley Mascaro

Rita M. Moyer

FNB 0860-A

Type or print names under signatures



RECEIVED FOR RECORD  
CIRCUIT COURT, S.A. COUNTY

1986 SEP 16 PM 4:22

E. AUBREY COLLISON  
CLERK

1250

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. 240392

RECORDED IN LIBER 443 FOLIO 552 ON November 10, 1981 (DATE)

1. DEBTOR CROSS INDEXED IN LAND RECORDS

Name Snyder, Jr., Charles A./Snyder, Donna J.

Address 7973 Catherine Avenue Pasadena, MD 21122

2. SECURED PARTY

(Successor to

Name Whirlpool Acceptance Corporation Appliance Buyers Credit 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)

RECORDED  
15 86  
SEP 16 1986

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>

CR  
CLERK

By \_\_\_\_\_  
signature of debtor

Dated August 12, 1986

WHIRLPOOL ACCEPTANCE CORPORATION  
(Successor to Appliance Buyers Credit Corporation)

By \_\_\_\_\_  
(Signature of Secured Party)

J. Giannattasio, Branch Manager  
Type or Print Above Name on Above Line

1500

D. E.  
CLERK

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP 16 PM 4:22

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

263748

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 Ebersberger Contracting, Inc.

Address PO Box 605, Arnold, MD 21012 (Anne Arundel)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Avenue, 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) New Dresser TD 7E Crawler Dozer SN 10185 (Rental)

RECORDING FEE 11.00  
NOTARIAL .50  
TOTAL FEE \$11.50  
SEP 16 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)

na

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

na

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Ebersberger Contracting, Inc.

(Signature of Debtor) (owner)

Michael J. Ebersberger, Owner  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

(Signature of Secured Party)

Glenn S. Conklin, VP & GM

Type or Print Above Signature on Above Line

1180

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP 16 PM 4:23

E. AUBREY COLLISON  
CLERK



Filed to Secured Party

STATE OF MARYLAND

BOOK 502 PAGE 502

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 235168

RECORDED IN LIBER 431 FOLIO Pg. 38 ON 10/30/80 (DATE)

1. DEBTOR

Name JENKINS MARINE MOTOR SALES, INC.

Address 7328 Ritchie Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION

Address P.O. BOX 1989

BRADENTON, FL 33506

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00  
POSTAGE .50  
425133 0777 R01 114:52  
SEP 16 1986

3. Maturity date of obligation (if any) 10/92

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> AMENDMENT <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>CHANGE SECURED PARTY ADDRESS TO: BORG WARNER ACCEPTANCE CORPORATION P.O. BOX 1989 BRADENTON, FL 33506</p>	<p>Eliminate Secured Party at Address Of: Borg Warner Acceptance Corporation P.O. Box 505 Pensacola, FL 32593</p>

JENKINS MARINE MOTOR SALES, INC.

*James H. Eurice*  
Signature of Debtor:

Type or Print Below The Name as Per Above Written:

JAMES H. EURICE

Dated 8-26-86

1020

Mailed to Secured Party

*Patricia M. Jefferson*  
(Signature of Secured Party)

PATRICIA M. JEFFERSON FOR:

Type or Print Above Name on Above Line  
BORG WARNER ACCEPTANCE CORPORATION

RECEIVED FOR RECORD  
CLERK

D. E. CLERK

1986 SEP 16 PM 4:23

E. AUBREY COLLISON  
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 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. \_\_\_\_\_

RECORD FEE 11.00  
POSTAGE .50  
SEP 16 1986  
SEP 16 86

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated February 12, 1986 Schedule # 02, dated July 2, 1986 between Assignor as Lessor and LEASE ACCOUNT # 681220 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 August 25, 1986 between Assignor and Assignee:

PER ATTACHED EQUIPMENT LIST.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III  
(Signature of Debtor)  
Frank J. Sarro, III., Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A

J. David Kommalan  
(Signature of Secured Party)

J. David Kommalan, Sr. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

CR. CLERK  
CLERK  
1986 SEP 16 PM 4:24  
E. AUBREY COLLISON  
CLERK

1150

2263  
COMPENG/02

EQUIPMENT LIST

Quantity

Description

1 (one)	MV6 4MB, 6026, IAC 16, 6061-H, 6194 Computer Model #9838-B
1 "	Model 30114-E15N - ICOBOL Runtime
1 "	" 30114-20 DOC PKG ICOBOL
1 "	" 3916-20 DOC PKG 32 COBOL
1 "	" 30048-20 DOC CEO INFO MGMT.
1 "	" 3900-40 AOS/VS SSS
1 "	" 2290 Data Products Printer

Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro

TITLE: Frank J. Sarro, III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: SUP

203750

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECEIVED FOR FILING  
SEP 16 11:00 AM '86  
SEP 16 11:04 AM '86  
SEP 16 1986

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain contract payments under a certain Security Agreement dated July 15, 1986 between Assignor as Secured Party and CONTRACT ACCOUNT #689210-2 as Debtor, Assignor has granted a Security Interest in the following equipment financed by Debtor, to Assignee per a Non-Recourse Assignment of Payments dated August 25, 1986 between Assignor and Assignee:

- 1 (One) 1986 Diamond Reo Model C11664DF - S/N 1D9MC4181G1009652  
14' Steel Heil Dump Body Model HPT16&D14 - S/N 86T218203 with Hoist S/N 86T496259

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above 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

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan  
(Signature of Secured Party)

J. David Kommalan, V.P.  
Type or Print Above Name on Above Line

RECEIVED FOR FILING  
SEP 16 11:00 AM '86  
SEP 16 11:04 AM '86  
SEP 16 1986  
AUDREY COLLISON  
CLERK

Filed with the Anne Arundel County

1150

2262  
T/A/CDK

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 300 East Lombard Street

Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00  
SEARCH FEE .50  
RECORDING CLERK 11:04  
SEP 16 86

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain contract payments under a certain Security Agreement dated Sept. 1, 1986 between Assignor as Secured Party and CONTRACT ACCOUNT # 689180 as Debtor, Assignor has granted a Security Interest in the following equipment financed by Debtor, to Assignee per a Non-Recourse Assignment of Payments dated August 25, 1986 between Assignor and Assignee:

1986 Marmon Dump Truck Serial 1JUCEF182G100375, Model 57P

1986 SEP 16 PM 4:24  
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)

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

Mailed to Secured Party



BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan  
(Signature of Secured Party)

J. David Kommalan, V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

2261  
BLT/BROS/TP/HT

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

RECORD FEE 11.00  
STATE FEE .50  
TOTAL FEE 11.50  
SEP 16 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated July 22, 1986, Schedule #01, dated July 24, 1986 between Assignor as Lessor and LEASE ACCOUNT # 682270 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 August 25, 1986 between Assignor and Assignee:

PER 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



RECEIVED IN RECORDS  
ANNE ARUNDEL COUNTY  
1986 SEP 16 PM 4:24  
E. AUBREY COLLISON  
CLERK

1150

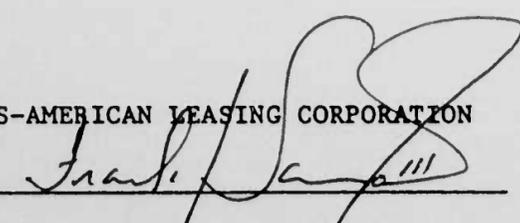
2260  
IND/ADO/01

EQUIPMENT LIST

<u>QUANTITY</u>	<u>MODEL NUMBER</u>	<u>DESCRIPTION</u>
1		Eclipse System/Frame Time Code Audio Editor/Synch
5	BJ-200-A	Pre-Wired APPNL
3	PR-99	2-T 1/4 Recorder's
1	CDS-3000	Production (1) Controller
1	CDP-3000	Production CD Player
2	TLM-170	Micro Phones
1	MS-16/Deck	Tascum 16-T 1" Recorder Transport
1	MS-16	Tascum Meter Assembly for MS-16
2	MS-16/DBX Frame	Tascum 8 Channel Noise - Reduction Units
1	M-312	Tascum Audio Mixer
1	M-208	Tascum Audio Mixer
2	RM 1	Valley People Double H H 2X2-B - Rack Mount
1	MXP-2000	Audio Console
1	546	Urei 2 Channel Parametric Equalizer
1	21-J-205	MRL 1/4" 15ips. Cal. Tape
1	41-J-216	MRL 1" 15ips. Cal. Tape
1	310-B	Stanton Turntable Pre-Amp
1	PCM-60	Lexicon Digital Reverb
1	PS-MOD-A	Crown PS-200 Active Bal. in Module
3	DT-100	Beyer Head Phones
2	HH 2X2-B	Vally People Balanced Level interface
1	VO 5800	Sony 3/4" Video Cass Recorder
1	JH-110-C-31b	1" Labyack Recorder w/Console
1	811-B-L	Urei Time Aligned Audio Monitor
1	811-B-R	Urei Time Aligned Audio Monitor
1	PS-200	Crown Audio Power Amplifier
1	280-B/1	F-T 1/4" Recorder w/Console
2	LM-1	Luxo Mic Arms
4		PVM-91 9".Black & White Monitors
1		1300 N Panasonic BTS 13" Color Monitor
1		Network Music CD Library
1	SF-X	Sound Idea's CD Library
1		Valentino Music Disc Library
1	1176-LN	Urei Peak Limiter

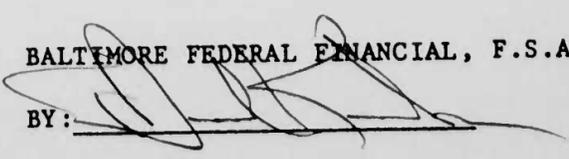
including all patch cords, cables and necessary hardware for this equipment.

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarro III, Exec.V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: 

TITLE: J. David Kommalan, Sr. V.P.

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 Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, Md. 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 500 North Calvert Street, Shill Craft Bldg., 4th floor  
Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain contract payments under a certain Security Agreement dated Sept. 1, 1986 between Assignor as Secured Party and CONTRACT ACCOUNT # 684108 as Debtor, Assignor has granted a Security Interest in the following equipment financed by Debtor, to Assignee per a Non-Recourse Assignment of Payments dated August 25, 1986 between Assignor and Assignee:

1980 International Dump Truck, Model S2574, CF257KGB21740

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

J. David Kommalan  
(Signature of Secured Party)

J. David Kommalan, V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County  
RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1986 SEP 16 PM 4:24

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

2259  
CBY

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records.
- 2.  To Be Recorded among the Financing Statement Record.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$100,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

RECEIVED FOR RECORD  
 ANNE ARUNDEL COUNTY  
 1986 SEP 17 AM 8:58  
 E. AUBREY COLLISON  
 CLERK

5. Debtor(s) Name(s)	Address(es)
David A. Perkins A & D Insurance Financing, Inc. Action Insurance Agency, Inc. Action Motor Club, Inc.	7335 Furnace Branch Glen Burnie, Maryland 21061

RECORD FEE 20.00  
POSTAGE .50

6. Secured Party	Address
Equitable Bank, N.A.	491 Jumpers Hole Road Severna Park, Maryland 21146 Attn.: Margaret Anderson

#37294 (237) 102 109124  
SEP 17 86

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes, 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.

20.005

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:

David A. Perkins  
David A. Perkins

A & D Insurance Financing, Inc.

By: David A. Perkins  
David A. Perkins, President

Action Insurance Agency, Inc.

By: David A. Perkins  
David A. Perkins, President

Action Motor Club, Inc.

By: David A. Perkins  
David A. Perkins, President

SECURED PARTY:

Equitable Bank, N.A.

By: Margaret R. Anderson  
Margaret R. Anderson  
Assistant Vice President

BOOK 502 PAGE 512

Address where Collateral  
will be located:

7335 Furnace Branch Road  
Glen Burnie, Maryland 21061

Mr. Clerk: Please return to Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street,  
P.O. Box 868, Annapolis, Maryland 21404.

HCB--9



BOOK 502 PAGE 513

SCHEDULE A

BEGINNING for the same at an iron pipe heretofore set on the eastmost side of Furnace Branch Road as laid out 60 feet wide, at the beginning of the north 2 degree 16' West 146.07 foot line of the whole tract, of which the land herein described is a part; and running thence, with the said line, and with the eastmost side of Furnace Branch Road North 2 degrees 16' West 73.03 feet; thence leaving the said road and running across the whole parcel, North 64 degrees 58' East 203.01 feet to the center of the Old Furnace Branch Road; thence running with the center of said road, South 01 degrees 33' West 56.28 feet; thence leaving the said road and running with the southmost line of the whole parcel, South 60 degrees 15' West 206.8 feet to the place of beginning. Containing 0.277 acres of land, more or less.

BEING the same parcel described in a Deed dated July 21, 1983 and recorded among the Land Records of Anne Arundel County in Liber 3628, folio 370 from Chris Coile and Susan S. Coile, his wife, Grantors unto David A. Perkins, Grantee.

HCB--9

Mailed to:

*Blessenthal, Wayson Ed.*

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. 257993 recorded in  
Liber 488, Folio 352 on 8-16-85 (Date).

1. DEBTOR(S):

Name(s) Automotive Accents  
Address(es) 825BN, Hammonds Ferry Road, Linthicum, Maryland 21090

10.00  
1.50  
197.48  
SEP 17 86

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 *V. Ann Canty*

V. Ann Canty, 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.

D.E. CLERK

1050

Mailed to Secured Party

RECEIVED FOR RECORD  
CREDIT COURT AND COUNTY

1986 SEP 17 AM 9:55  
E. AUBREY COLLISON  
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263755

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Carvel Hall Travel Agency
Address 113 Ridgely Avenue
Annapolis, MD 21401-1481

RECORDING FEE 11.00
RECORDED BY R01 107349
SEP 17 86

2. SECURED PARTY PCC-ZP9

Name AMERICAN AIRLINES, INC.
Address Marketing Automation, P.O. Box 619616
DFW Airport, TX 75261-9616

Person And Address To Whom Statement Is To Be Returned 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 American Airlines SABRE/ADS data processing equipment and computer hardware, wherever located whether now owned or hereafter acquired, including, without limitation, all video agent sets processors, printers cables, remote concentrators, together with all additions, accessions, replacements and affixations thereto and proceeds 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)

Handwritten signature of Jerome A. Joyce, President

Jerome A. Joyce PRESIDENT
Type or Print Above Name on Above Line

Carvel Hall Travel Agency Inc.
(Signature of Debtor)

Type or Print Above Signature on Above Line

AMERICAN AIRLINES, INC.
(Signature of Secured Party)

Handwritten signature of E. J. Walters

Type or Print Above Signature on Above Line

Mailed to Secured Party



RECEIVED FOR RECORD
CIRCUIT COURT, ALA. COUNTY

1986 SEP 17 AM 9:55

E. AUBREY COLLISON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263756

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Cross, Raymond
Address 1117 Armistead St., Glen Burnie, MD 21061

RECORD FEE 12.00
POSTAGE .50
SEP 17 1986

2. SECURED PARTY

Name Modern Electric Inc.
Address 7221 Baltimore Annapolis Blvd, Glenburnie, MD 21061

Lennox Convenient Purchase Plan, PO Box 547, Carroll, IA 51401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
HS16-261V Lennox Condensing Unit CBS18-26 Evaporator blower LB25778CG Expansion Valve

These goods are or are to be fixtures on Lot 11, Plot 2

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to 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)
Cross, Raymond
1117 Arminstead Street
Glen Burnie, Maryland 21061

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

1750

Raymond E. Cross
(Signature of Debtor)

Raymond Cross
Type or Print Above Name on Above Line

Elizabeth C. Cross
(Signature of Debtor)

ELIZABETH C. CROSS
Type or Print Above Signature on Above Line

David R. Ashburn
(Signature of Secured Party)

Modern Electric Inc.
David R. Ashburn/President
Type or Print Above Signature on Above Line

CR
CLERK
1986 SEP 17 AM 9:56
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

263757

**FINANCING STATEMENT**

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 Maturity Date (if any):

1 Debtor(s) (Last Name First) and address(es):

Kyriacou, Zahria  
35 West St.  
Annapolis, MD 21401

2 Secured Party(ies) and address(es):

Stanley Bostitch - Auto Soler  
5101 Fulton Ind. Blvd.  
Atlanta, GA 30336

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00

4 This financing statement covers the following types (or items) of property:

Not Subject to Recordation Tax  
- Conditional Sales Contract  
Debtor's Residence, Anne-Arundel  
County  
Amt. of Indebtedness, \$2272.87

Anne Arundel County  
Acct. #KY5004

'All goods wherever located, in which the Debtor now or hereafter has rights and which are produced or distributed by Stanley-Bostitch, including but not limited to, all "Auto-Soler" branch equipment and all shoe repair equipment such as finisher nailers, stitchers, presses, boot jacks, shoe repair systems, parts and accessories thereto; and Proceeds of all the foregoing.'

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with:

This instrument prepared by

Zahria Kyriacou

Stanley Bostitch - Auto Soler

By:

*Zahria Kyriacou*  
Signature(s) of Debtor(s)

By:

*Mary Daniel*  
Signature(s) of Secured Party(ies)

STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1

Filing Officer Copy—Alphabetical

**TERMINATION STATEMENT**

This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Dated:

19

By:

(Signature of Secured Party or Assignee of Record - Not Valid until signed)

Filing Officer Copy—Acknowledgment—Filing Officer is requested to note file number, date and hour of filing on this copy and return it to the person filing, as an acknowledgment.

1986 SEP 17 AM 9:58  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

203753

File No. ....  
Record Reference:  
Liber..... Folio.....

**FINANCING STATEMENT**

..... Not subject to Recordation Tax. .... To Be Recorded in The Land Records  
(For Fixtures Only).  
xx Subject to Recordation Tax on prin-  
cipal amount of \$ 19,000.00

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. The name(s) and address(es) of the Debtor(s) is(are)

Name of Debtor

Address

Dr. Debra M. Bartlett

2151 Defense Highway, Suite I  
Crofton, Maryland 21114

2. The name and address of the Secured Party (or Assignee) is:

THE CITIZENS NATIONAL BANK  
Fourth and Main Streets  
Laurel, Maryland

RECORD FEE 11.00  
RECORDING FEE 117.00  
POSTAGE .50  
TOTAL \$128.50  
SEP 17 1986

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 Bennet C-36 Radiographic System - Serial # B-7992 to include:
  - 1 each - Control Module - Model #C-3255
  - 1 each - Transformer - Model #T-325
  - 1 each - Tube, Hi-Tension Cables and Tubestand
  - 1 each - Collimator
  - 1 each - Buck Frame

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: Dr. Debra M. Bartlett, D.C.  
Dr. Debra M. Bartlett

By: [Signature]  
Jack E. Thomas  
Commercial Loan Officer

1986 SEP 17 AM 9:57  
E. AUBREY COLLISON  
CLERK

115  
1300  
1350

115  
50

Type or print all names and titles under signatures.

I HEREBY CERTIFY THAT THE RECORDATION TAX  
IN THE AMOUNT OF \_\_\_\_\_ WAS PAID  
TO \_\_\_\_\_ COUNTY ON \_\_\_\_\_

Mailed to Secured Party

**STATE OF FLORIDA**  
**UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981**  
 THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

DEBTOR (Last Name First if a Person)  
 NAME **Tire Engineering Inc.**

1A MAILING ADDRESS **P.O. Box 6299**

CITY **Annapolis** STATE **Maryland** 21401

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)  
 NAME

1B MAILING ADDRESS

CITY STATE

MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)  
 NAME

1C MAILING ADDRESS

\* CITY STATE

SECURED PARTY (Last Name First if a Person)  
 NAME **National Factors, Ltd.**

2A MAILING ADDRESS **P.O. Box 149141**

CITY **Orlando** STATE **Florida** 32814-9141

MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)  
 NAME

2B MAILING ADDRESS

CITY STATE

ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)  
 NAME

3 MAILING ADDRESS

CITY STATE

THIS SPACE FOR USE OF FILING OFFICER  
 Date, Time, Number & Filing Office

BOOK **502** PAGE **519** 253753

RECORDING FEE 11.00  
 CHARGE .50  
 1986 SEP 17 AM 9:57  
 SEP 17 86

RECEIVED FOR RECORD  
 CLERK  
 1986 SEP 17 AM 9:57  
 E. AUBREY COLLISON  
 CLERK

AUDIT UPDATE

VALIDATION INFORMATION

4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11"

All accounts receivable past present and future for the following accounts:  
 1) Interpool, Inc These to be subordinated to National factors by First National  
 2) Seapac, Inc. Bank of Maryland.

All contracts and proceeds for stated accounts. ~~All accounts receivable that are DW~~  
~~not encumbered by any previous lien all future accounts and proceeds and contracts.~~

5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.

6. Filed with: **Clerk Of the Circuit Court Anne Arundel County Maryland**

7. No of additional Sheets presented: **-0-**

8. (Check )  All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid.  
 Florida Documentary Stamp Tax is not required. **NOT SUBJECT TO RECORDATION TAX**

9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state  
 which is proceeds of the original collateral described above in which a security interest was perfected.  
 as to which the filing has lapsed.  
 acquired after a change of name, identity, or corporate structure of the  
 debtor or  secured party

10. (Check  if so)  
 Debtor is a transmitting utility  
 Products of collateral are covered

NAME AND ADDRESS OF DEBTOR  
 Richard T. Geist  
 P.O. Box 149141  
 Orlando, Florida 32814-9141

13. Return copy to:

NAME **National factors, Ltd.**

ADDRESS **P.O. Box 149141**

CITY **Orlando**

STATE **Florida** ZIP CODE **32814-9141**

11. SIGNATURE(S) OF DEBTOR(S)  
 X *Davidge Warfield, Pres*

**Davidge Warfield Tire Engineering, Inc.**

12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE

*Wanted to Secured Party*

203760

BOOK 502 PAGE 520

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 \$ 150,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County \*see attached allocation

5. Debtor(s) Name(s) Address(es)  
 Du-All Floor Covering Co., Inc. 1149 Annapolis Road  
 Odenton, Maryland 21113

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: Colleen O. Jurak Baltimore, Maryland 21201  
Loan Documentation

RECORD FEE 13.00  
 RECORD TAX 56.00  
 POSTAGE .50  
 203760 DT77 HQ1 TOR:15  
 SEP 17 86

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
Du-All Floor Covering Co., Inc. (Seal)  
 By: David A. Shrewsbury, Pres (Seal)  
David A. Shrewsbury, 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)

*Handwritten:* 350 52

CR CLERK

1986 SEP 17 AM 9:57  
 AUSTIN COLLISON  
 CLERK

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

**SCHEDULE A**

This Schedule A is attached to and made a part of a Financing Statement by and between Du-All Floor Covering Co., Inc. and Equitable Bank, National Association.

Section G continued

All right, title and interest in and to a Deferred Purchase Money Mortgage dated December 31, 1985 by and between Robert Alan Sheir and Du-All Floor Covering Co., Inc.

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
200 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

CERTIFICATION FOR ALLOCATION OF  
MARYLAND RECORDATION TAX

BOOK 502 PAGE 522

Date: 8-18-86

TO: Clerk, Circuit Court for Anne Arundel County

REFERENCE: Du-All Floor Covering Co., Inc.

With respect to the above-referenced loans and to the personal property (the "Collateral") securing said loans, the Borrower hereby certifies to the best of the Borrower'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 Inventory and Other Exempt Collateral     | \$ 653,300.00 |
| 2. Value of Equipment and Other Non-Exempt Collateral | \$ 36,500.00  |
| 3. Total Value of Collateral                          | \$ 689,800.00 |

4. Computation of Amount of Debt Exempt from Recordation Tax:

<u>Value of Exempt Collateral</u>	X	<u>Total Amount of Debt Secured</u>	=	<u>Amount of Debt Exempt from Tax</u>
Total Collateral				
\$ 653,300.00	X	\$ 150,000.00	=	\$ 142,062.92
\$ 689,800.00				

5. Amount of Non-Exempt Debt: \$ 7,937.08

6. Recordation Tax Due on Non-Exempt Debt, Rounded Off

$$\frac{\$7.00}{1000} \times \$ 8,000.00 = \$ 56.00$$

Du-All Floor Covering Co., Inc.

By: David A. Shrewsbury (SEAL)  
David A. Shrewsbury, President

COM"GG"/82(24)-cs

*Mailed to Secured Party*

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 462 Page No. 429  
Identification No. 2476111 Dated June 8, 1983

1. Debtor(s) Rich Marc Leasing Co.  
Name or Names—Print or Type  
700 Evelyn Ave. Linthicum Hts, Md. 21090  
Address—Street No., City - County State Zip Code

2. Secured Party First National Bank of Md.  
Name or Names—Print or Type  
P. O. Box 1596 Balto., Md. 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.

RECORDED FE 10.00  
POSTAGE .50  
SEP 17 1986

1050



RECEIVED FOR RECORD  
STATE OF MARYLAND  
1986 SEP 17 AM 9:57  
E. AUBREY COLLISON  
CLERK

Dated: August 26, 1986

First National Bank of Md.  
Patricia R. Ponzillo  
(Name of Secured Party)

Patricia R. Ponzillo  
(Signature of Secured Party)

Loan Accounting Officer  
Type or Print (Include Title if Company)

Mailed to Secured Party

263929

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 Craig, Carlton, S. Sr. and Craig, Claudia D., Individually and as Co-Buyers
Address 7633 Spencer Rd., Glen Burnie, Md. 21061

2. SECURED PARTY

Name Baldwin Service Center, Inc.
Address Defense Hwy., 450 and 178, Annapolis, Maryland 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.

RECORD FEE 16.00
POSTAGE .50
SEP 23 0777 AM 108:23

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEP 17 1986

ASSIGNEE OF SECURED PARTY

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."
Credit Alliance Corporation
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Md. 21061

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- XX (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Carlton S. Craig, Sr. and Claudia D. Craig, Individually and as Co-Buyers
Carlton S. Craig, Sr.
Type or Print Above Name on Above Line

Claudia D. Craig
(Signature of Debtor)
Claudia D. Craig
Type or Print Above Signature on Above Line

Baldwin Service Center, Inc.
Corp Sec.
Type or Print Above Signature on Above Line

1986 SEP 17 AM 9:57
E. AUBREY COLLISON
CLERK

Hand to redeem the property if renounced for default and renounce under contract

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 August 25, 1986

between Baldwin Service Center, Inc. as Seller/Lessor/Mortgagee and Carlton S. Craig, Sr. and Claudia D. Craig, Individually and as Co-Buyers and 7632 Spencer Rd., Glen Burnie, Md. 21061 (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon 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 \$ 22,404.96

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 25th day of August, 1986

Baldwin Service Center, 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 Carlton S. Craig, Sr. and Claudia  
 TO: Baldwin Service Center, Inc. FROM: D. Craig, Individually and as Co-Buyers  
 Defense Hwy., 450 and 178, Annapolis, Md. 21401 7633 Spencer Rd., Glen Burnie, Md. 21061  
 (Address of Seller) (Address of Buyer)

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):  One (1) 1972 International Crawler Loader Model 125C, S/N 1162. One (1) Case Loader Backhoe, Model 580 with Semi-enclosed cab, S/N 8350538.	(1) CASH SALE PRICE .....	\$24,675.00
	(2) DOWN PAYMENT in Cash .....	\$ 2,175.00
	(3) DOWN PAYMENT in Goods * (Trade-in Allowance) .....	\$ 4,000.00
	(4) UNPAID BALANCE [Items (1) — (2) — (3)] .....	\$18,600.00
	(5) INSURANCE and other Benefits .....	\$ - 0 -
	Types of coverage and benefits .....	
	(6) OFFICIAL or DOCUMENTARY FEES .....	\$ 100.00
	Describe and Itemize .....	
	(7) PRINCIPAL UNPAID BALANCE [Items (4)+(5)+ (6)] .....	\$18,600.00
	(8) FINANCE CHARGE (Time Price Differential) .....	\$ 3,804.96
* Description of any Trade-In:	(9) CONTRACT PRICE (Time Balance) [Items (7)+(8)] .....	\$22,404.96
	(10) TIME SALES PRICE [Items (2)+(3)+(9)] .....	\$28,579.96

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at:  
 7633 Spencer Rd., Glen Burnie Anne Arundel Co. Md. 21061  
 (Street and Number) (City) (County) (State)

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 two thousand four hundred four and 96/100 \*\*\*\*\* Dollars (\$ 22,404.96 )

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 25th day of September, 19 86, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 622.36 and the final installment being in the amount of \$ 622.36 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: August 25 19 86 BUYER(S)-MAKER(S): Carlton S. Craig, Sr. and Claudia D. Craig, Individually and as Co-Buyers (SEAL)  
 Accepted: Baldwin Service Center, Inc. (SEAL) (Print Name of Seller Here)  
 By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Buyer-Maker Here)  
 By: [Signature] (Witness as to Buyer's and Co-Maker's Signature) By: [Signature] (Print Name of Co-Buyer-Maker Here)

Stand to redeem the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

(Signature: Title of Officer, Partner or Proprietor)

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, ~~Holder shall be deemed to have~~, 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 laws (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 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-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 over- due 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 each party 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 hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.~~

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any due at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C. A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller expressly waives the benefits of any present or future provisions of law hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller  
 \_\_\_\_\_ (Witness) By: \_\_\_\_\_

INITIAL  
 HERE  
 C. L. G.  
 C. A. C.  
 INITIAE  
 HERE  
 C. L. G.  
 C. A. C.  
 INITIAE  
 HERE  
 C. L. G.  
 C. A. C.

BOOK 502 PAGE 527

FINANCING STATEMENT

263761

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 15,679.10. 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)  
 John E. Harms, Jr. & Associates, 85 Ritchie Highway  
 Inc. Pasadena, Maryland 21122

RECORD FEE 11.00  
 RECORD TAX 112.00  
 POSTAGE .50

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  
John E. Harms, Jr. & Associates, Inc. (Seal)

By: [Signature] (Seal)  
John E. Harms, Jr., President

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/82)

RECEIVED FOR RECORDATION  
 1986 SEP 17 AM 9:57  
 CLERK

CLERK  
 COLLISON

11/12/80

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

SCHEDULE A

BOOK 502 PAGE 529

THIS SCHEDULE A is attached to and made a part of a Financing Statement to Equitable Bank, National Association from John E. Harms, Jr. & Associates, Inc.

SECTION 7F CONTINUED

- 1 IBM ENHANCED AT/IOMEGA  
with a fast 80286/80287 processor, dual 10MB  
removable cartridge drives, 30MB fixed disk, 1.2MB  
drive, 512K RAM, one serial port, one parallel port,  
one clock/calendar
- 1 MEMORY/PORTS ADAPTER  
additional memory to bring system to 640K;  
serial and parallel port
- 1 COLOR MONITORING SYSTEM  
large 14" medium resolution (640x350) sixteen  
color display; E.G.A./C.G.A compatible
- 1 SUMMAGRAPHICS TABLET  
medium resolution 11 x 11 inch tablet, includes  
four button cursor and cabling; ideal for menu templates
- 1 CALCOMP 1043 GT CABLING/SWITCH BOX
- 1 EPSON  
dot matrix printer for reports and A size check plots,  
includes cabling
- 1 PREMIER DESIGN SYSTEMS ENHANCED AUTOCAD  
includes customized menu, additional drawing aids, and  
text processing utilities
- 1 DISK OPERATING SYSTEM
- 1 CONTOUR
- 1 DIGIPLUS
- 1 AUTOWORD PLUS
- 1 AUTO PLOT

Mailed to Secured Party

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

Mailed to Secured Party

BOOK 502 PAGE 530

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) Ramsey, A.F. dba Joe Ramsy Music 161 West St. Annapolis, MD 21401		2. Secured Party(ies) and address(es) Baldwin Piano & Organ Company 422 Wards Corner Road Loveland, Ohio 45140	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 FILING FEE 1.50 TOTAL 11.50 SEP 17 1986
4. This statement refers to original Financing Statement bearing File No. <u>231069</u> Filed with <u>Anne Arundel County</u> Date Filed <u>February 8</u> 19 <u>80</u>			
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.			
6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.			
7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.			
8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.			
9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.			
10. AMEND THE ADDRESS OF THE <del>SECURED PARTY</del> FROM: 1801 Gilbert Avenue SECURED PARTY Cincinnati, Ohio 45202-1499 TO: 422 Wards Corner Road Loveland, Ohio 45140			
No. of additional Sheets presented:			
		Baldwin Piano & Organ Company <del>SECURED PARTY</del>	
By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).		By: <u>[Signature]</u> Signature(s) of Secured Party(ies)	
(1) Filing Officer Copy - Alphabetical		STANDARD FORM - FORM UCC-3	

D. E. CLERK

RECEIVED FOR RECORD  
SEP 17 1986  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

120

#79901285

Anne Arundel County Clk

263766

FINANCING STATEMENT FORM UC 31

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 8-26-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name THOMPSON, Glenn L. & Christine M.  
Address 301 S. 10th Street, Quakertown, PA 18951

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION  
Address 200 Sheffield Street

Mountainside, NJ 07092  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (List)

1986 36' S-2 fiberglass hull #SSU37066H586  
1986 30 HP Yanmar diesel engine #00433

Home anchorage/winter: Annapolis, MD \*  
(Anne Arundel County)

ASSIGNEE:  
NEW ENGLAND SAVINGS BANK  
63 Eugene O'Neill Drive  
New London, CT 06320

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)

[Signature]  
(Signature of Debtor)

Glenn L. Thompson

Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

Christine M. Thompson

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

RECEIVED FOR RECORDING  
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1986 SEP 17 AM 9:57

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

Mailed to Secured Party

BOOK 502 PAGE 532

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) SULL- LER ENTERPRISES, LTD. 11208 Willowbrook Drive Potomac, MD 20854	2. Secured Party(ies) and address(es) First National State Bank of South Jersey Route 541 and Summit Road Burlington, NJ 08016	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>470-98</u> Filed with <u>Anne Arundel</u> Date Filed <u>2-1</u> 19 <u>84</u>		RECORD FEE 10.00 FILING FEE .50 RECEIVED 1777 801 10A 1984 SEP 17 1984
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  
FILING FEE .50  
RECEIVED 1777 801 10A 1984  
SEP 17 1984

8/65/86

D. E. CLERK

1986 SEP 17 AM 9:58  
AUBREY COLLISON  
CLERK

No. of additional Sheets presented \_\_\_\_\_

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: Alfred J. Dapriato Signature(s) of Secured Party(ies)  
Assistant Vice President

First National State Bank of South Jersey

(1) Filing Office Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

203763

A/C#03161-5

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bernard E. Jeffrey  
T/A Jeffrey's Trash Service  
Address 108 Maple Avenue, Glen Burnie, Maryland 21061

RECORDING FEE 14.00  
NOTARIAL FEE .50  
TOTAL FEE 14.50  
SEP 17 1986

2. SECURED PARTY

Name Beltway International Trucks, Inc.  
Address 1800 Sulphur Spring Road, Baltimore, Md. 21227  
Credit Alliance Corporation, P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Md. 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF SECURED PARTY

Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, 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)

Bernard E. Jeffrey  
T/A Jeffrey's Trash Service

*Bernard Jeffrey*  
(Signature of Debtor)

Bernard E. Jeffrey

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

*John J. Murray*  
(Signature of Secured Party)

John J. Murray Pres.

Type or Print Above Signature on Above Line

RECEIVED  
CLERK  
1986 SEP 17 AM 9:58  
E. AUBREY COLLISON  
CLERK

1430

ASSIGNMENT

BOOK 502 PAGE 534

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 August 28, 1986

between Beltway International Trucks, Inc. as Seller/Lessor/Mortgagee and Bernard E. Jeffrey and T/A Jeffrey's Trash Service, 108 Maple Avenue, 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 unmaturred installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 83,451.60  
IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28th day of August, 19 86

Beltway International Trucks, Inc. (SEAL)  
(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE Bernard E. Jeffrey

TO: Beltway International Trucks, Inc. FROM: T/A Jeffrey's Trash Service
1800 Sulphur Spring Road, Baltimore, Md. 21227 108 Maple 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 Terms. Includes items like 'One (1) 1987 International Harvester' and 'One (1) Leach Model 2R25 Rear End Packer'. Financial terms include Time Sales Price (\$103,451.60), Less Down Payment in Cash (\$0), Less Down Payment in Goods (\$20,000.00), and Contract Price (Time Balance) (\$83,451.60).

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eighty three thousand four hundred fifty one and 60/100\*\*\*\*\* Dollars (\$ 83,451.60)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 1st day of October, 19 86, and continuing on the same date, each month thereafter until paid; the first 59 installments each being in the amount of \$1,390.86 and the final installment being in the amount of \$ 1,390.86

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, reconvention 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: August 28, 19 86 BUYER(S)-MAKERS(S): Bernard E. Jeffrey T/A Jeffrey's Trash Service (SEAL)
Accepted Beltway International Trucks, Inc. (SEAL) By: Bernard E. Jeffrey (SEAL)
By: (Signature) Co-Buyer-Maker: (Signature) (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

BOOK 502 PAGE 536

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty, but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any 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 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, attorney's 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 renewal thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_ (SEAL) \_\_\_\_\_  
\_\_\_\_\_  
(Corporate, Partnership or Trade Name or Individual Signature) Signature of Seller

Mailed to Secured Party

STATE OF MARYLAND

BOOK 502 PAGE 537

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254365

RECORDED IN LIBER 479 FOLIO 120 ON 10/26/84 (DATE)

1. DEBTOR

Name Moeller Pools, Inc.

Address 2881 Southhaven Drive, Annapolis, Md. 21401

2. SECURED PARTY

Name J. I. Case Co. or J. I. Case Credit Corp, as their interests may appear

Address Suite 217, 290 Elwood Davis Rd., Liverpool, N. Y. 13088

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORDING FEE 10.00  
FILING FEE .50  
SEP 17 1986  
100-47

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <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>B. Partial Release</b> <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><b>C. Assignment</b> <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><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)  AMENDMENT</p>

Please amend serial number of Case Model 25 + 4 Trencher to read: 1231983

D. E. CLERK

RECEIVED FOR RECORDING  
ST. LOUIS COUNTY

1986 SEP 17 AM 9:58

E. AUBREY COLLISON  
CLERK

William Moeller  
Moeller Pools, Inc.

Dated August 25, 1986

Mailed to Secured Party

[Signature]  
(Signature of Secured Party) Fin. Mgr.

J. I. Case Credit Corp.  
Type or Print Above Name on Above Line

1000 50

FINANCING STATEMENT

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF MONTGOMERY COUNTY AND ANNE ARUNDEL COUNTY, MARYLAND

NOT SUBJECT TO RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

OLD DOMINION SUPPLY, INC.  
(the "Facility User")  
4233 Howard Avenue  
Kensington, Maryland 20895

RECORDED FEE 11.00  
LITIGATION 1.00  
TOTAL 12.00  
CITY BAL 708453  
SEP 17 86

2. NAME AND ADDRESS OF SECURED PARTY:

EQUITABLE BANK, NATIONAL ASSOCIATION  
100 South Charles Street  
Baltimore, Maryland 21201  
Attn: Larry J. Schultz

3. This Financing Statement covers the following types (or items) of property:

The interest of the Debtor in all of the following property of the Debtor:

(i) all accounts, whether now owned or hereafter acquired by the Debtor;

(ii) all general intangibles, whether now owned or hereafter acquired by the Debtor;

(iii) all chattel paper, whether now owned or hereafter acquired by the Debtor; and

(iv) all inventory, whether now owned or hereafter acquired by the Debtor and wherever located (including, without limitation, all accounts arising from the sale of such inventory), and all documents of title and negotiable and non-negotiable warehouse receipts representing any inventory of the Debtor.

RECORDED FEE 11.00  
LITIGATION 1.00  
TOTAL 12.00  
CITY BAL 708453  
SEP 17 86

1986 SEP 17 AM 9:58

E. AUBREY COLLISON  
CLERK

1150

BOOK 502 PAGE 539

4. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

Debtor:

OLD DOMINION SUPPLY, INC.

BY

*George H. Fisher, President*  
George H. Fisher, President

Filing Officer: Return to: Patrick K. Arey, Esquire  
Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202

Mailed to Secured Party

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 502 PAGE 540

ANNE ARUNDEL CO MD

Identifying File No. 263770

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to 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 Smith, Charles H.  
DBA Charles H. Smith Masonry Co.  
Address 2526 Davidsonville Road, Gambrills, Maryland 21054

2. SECURED PARTY

Name Alban Tractor Co., Inc.  
Address P.O. Box 9595, Baltimore, Maryland 21237

12-00  
-50  
SEP 17 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) Caterpillar Model 943LGP Track Loader S/N 04Z00354 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, Pennsylvania  
19406

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles H. Smith

(Signature of Debtor)

Charles H. Smith  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Alban Tractor Co., Inc.

(Signature of Secured Party)

[Signature]  
Type or Print Above Signature on Above Line



Mailed to Secured Party

RECEIVED FOR RECORD DEPT OF COURT, BALTIMORE COUNTY

1986 SEP 17 AM 9:58

E. AUBREY COLLISON  
CLERK

1250

1250

FINANCING STATEMENT

263771

DATE: August 27, 1986

(XX) Not Subject to Recordation Tax  
( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR(s): Anthony N. Farrell  
T/A Farrell Construction Company

ADDRESS: 8048 Abbey Court, Apt. A  
Pasadena, MD 21122

RECORDING FEE 12.00  
PROPERTY TAX 1.50  
RECORDING DATE 091 1986 54  
SEP 17 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:

One "743 Melrose Bobcat" Serial Number M27342

12/10

CR  
CLERK

RECEIVED FOR RECORD  
ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
1986 SEP 17 AM 9:58  
E AUBREY COLLISON  
CLERK

DEBTOR(S):  
Anthony N. Farrell  
T/A Farrell Construction Company

By: Anthony N. Farrell  
Anthony N. Farrell, President

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: Reba S. Berman  
(Authorized Signature)

Reba S. Berman, 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.)

Mailed to Secured Party

BOOK 502 PAGE 542

263772

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)

Anchor Yacht Basin, Inc.  
1048 Turkey Point Road  
Edgewater, Maryland 21037

2. Secured Party(ies) and address(es)

Security National Bank  
1130 Connecticut Avenue, N.W.  
Washington, D.C. 20036

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORDING FEE 11.00  
425208 CTTT 1901 08:57  
SEP 17 86

4. This financing statement covers the following types (or items) of property:

See ATTACHMENT "A" attached hereto and made a part hereof

5. Assignee(s) of Secured Party and Address(es)

NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Anne Arundel County

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 1

Anchor Yacht Basin, Inc.

By:

*David B. Mueller*

Signature(s) of Debtor(s)

Security National Bank

By:

*Paul W. Ullrich*

Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY-ALPHABETICAL

STANDARD FORM - FORM UCC-1.

(For Use by Filing Officer)

CR  
CLERK

SEP 17 1986

1986 SEP 17 AM 9:58

E. AUBREY COLLISON  
CLERK

ATTACHMENT "A" TO FINANCING STATEMENT

All of the Debtor's present and future: (1) accounts, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, chattel mortgages, conditional sales contracts, bailment leases, security agreements and other forms of obligations now or hereafter arising out of or acquired in the course of the Debtor's business, together with all liens, guaranties, securities, rights, remedies and privileges pertaining to any of the foregoing (collectively "Receivables") and (2) inventory, including goods, wares, merchandise, and other tangible personal property now owned or hereafter acquired by the Debtor which are held for sale or lease or are furnished or to be furnished under a contract for services, or raw materials, work in process, and materials used or consumed or to be used in the Debtor's business; and all increased substitutions, replacements and additions to any of the foregoing, and all proceeds of the foregoing, of every type, including cash and non-cash proceeds and returned and/or repossessed inventory.

All of the Debtor's present and future furniture, fixtures, equipment, machinery, supplies and inventory of every type now and hereafter used or held for sale or lease in the Debtor's business, all increases, substitutions, replacements and additions to any of the foregoing; of every type, including cash and non-cash proceeds and returned and/or repossessed inventory.

11  
Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT Form UCC-1

Identifying File No. BOOK 502 PAGE 544 263773

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 8-23-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT J. & SUSAN K. GREGG
Address 463 FAIRTREE DRIVE, SEVERNA PARK, MD 21146

2. SECURED PARTY

Name MANUFACTURERS HANOVER FINANCIAL SERVICES OF MD, INC.
Address 6001 MONTROSE ROAD, #702 ROCKVILLE, MD 20852

RECORD FEE 12.00
POSTAGE .50
123272 CTTT 001 109401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) FEB 23, 1989

4. This financing statement covers the following types (or items) of property: (list)

NEW BALDWIN CHERRY SPINET & BENCH
S/N 1374204

SEP 17 86

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 (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CR
MTRK

RECEIVED FOR RECORD
COUNTY CLERK

1986 SEP 17 AM 9:59

E. AUBREY COLLISON
CLERK

Mailed to Secured Party

Robert J. Gregg
(Signature of Debtor)

ROBERT J. GREGG
Type or Print Above Name on Above Line

Susan K. Gregg
(Signature of Debtor)

SUSAN K. GREGG
Type or Print Above Signature on Above Line

Martha S. Wade
(Signature of Secured Party)

MARTHA S. WADE
Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 502 PAGE 545

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

263774

If transaction or transactions wholly or partially subject to 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

RECORD FEE 11.00  
POSTAGE 50  
M/25273 CITY ROL 109:02

Name Tire Merchants International

Address 8332 Bristol Court, Baltimore-Washington Industrial Park, Jessup, MD 20794

2. SECURED PARTY

Name Hoffman Tire Co., Inc. it's affiliates & subsidiaries

SEP 17 86

Address Route 309 @ Hartman Rd., Montgomeryville, PA 18936

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

This financing statement is intended to be and Debtor hereby grants to the secured party a first and prior security interest in all tires, tubes, rims and related merchandise supplied by Hoffman Tire Co., Inc. it's affiliates & subsidiaries to Debtor now or hereinafter acquired wherever located, including the proceeds of same and any insurance thereon.

BL CLERK  
1986 SEP 17 AM 9:59  
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)

Tire Merchants International

(Signature of Debtor)

WOLFGANG RICHTER

Type or Print Above Name on Above Line

(Signature of Debtor)

TOM POPOVICH

Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED  
FINANCE  
SEP 2 1986  
A.A. CO.

Hoffman Tire Co., Inc.

Alfred B. Buzzard, Jr.

(Signature of Secured Party)

Alfred B. Buzzard, Jr.

Type or Print Above Signature on Above Line

17-50

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 \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 8-22-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Leonard Movers Corp.

Address 7155 Furnace Branch Road Glen Burnie, MD 21061

2. SECURED PARTY

Name HOPKINS LEASING corp.

Address 201 Hilton Plaza Baltimore, MD 21208

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

See Attached Schedule "A"

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Margaret McLean Pres  
(Signature of Debtor)

MARGARET McLEAN PRES  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BRECHER  
(Signature of Secured Party)

Bruce A. Reichelderfer, Jr.  
Type or Print Above Name on Above Line

CR  
CLERK

RECEIVED FOR RECORD  
JAMES H. COLLISON COUNTY

1986 SEP 17 AM 9:59

E. AUBREY COLLISON  
CLERK

RECORD FEE  
11.00  
.50

925275 CTT R01 T0940-4

SEP 17 86

AA6.

20685006

1100

## SCHEDULE "A"

Northern Telcom Vantage Phone System, to be installed at Leonard Movers Corp., 7155 Furnace Branch Road, Glen Burnie, MD 21061, consisting of:

Fourteen (14) Lines,  
One (1) Key Service Unit  
One (1) Power Supply  
One (1) Power Supply Card  
One (1) CPU Card  
Four (4) Central Office Line Card/s  
Four (4) Station Card/s  
~~Eleven (11) Northern Telephones~~ *by me*  
Three (3) Group Switch Card  
One (1) VMS-CAP  
Ten (10) Esprit

Cohort Telephone System, to be installed at Travelworld, 53 McKinsey Road, Severna Park, MD, consisting of:

Six (6) Office Lines  
One (1) Key Service Unit  
Two (2) Central Office Line Card/s  
One (1) Power Supply  
One (1) Power Supply Card  
One (1) CPU Card  
Two (2) Station Card/s  
Six (6) Cohort Telephones  
Three (3) Headsets

Cohort Telephone System, to be installed at Travelworld, 550 Light Street, Suite 8, Harbor Court, Baltimore, MD, consisting of:

Four (4) Office Lines  
One (1) Key Service Unit  
Two (2) Central Office Line Card/s  
One (1) Power Supply  
One (1) Power Supply Card  
One (1) CPU Card  
One (1) Station Card/s  
Three (3) Cohort Telephones

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 8/22/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Travelworld  
Address 53 McKinsey Road, Severna Park, MD

RECORD FEE 11.00  
POSTAGE .50  
263776 CTTI 001 109104  
SEP 17 86

2. SECURED PARTY

Name Leonard Movers Corp.  
Address 7155 Furnace Branch Road Glen Burnie, MD 21061

ASSIGNED TO: HOPKINS LEASING CORP.  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

See Attached Schedule "A"

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Margaret McLean, Pres.  
(Signature of Debtor)

Margaret McLean, Pres.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BAROOD  
(Signature of Secured Party)

Type or Print Above Name on Above Line

FILED IN RECORDS  
SEP 17 1986  
AUBREY COLLISON  
CLERK

1150.

## SCHEDULE "A"

Northern Telcom Vantage Phone System, to be installed at Leonard Movers Corp., 7155 Furnace Branch Road, Glen Burnie, MD 21061, consisting of:

Fourteen (14) Lines,  
One (1) Key Service Unit  
One (1) Power Supply  
One (1) Power Supply Card  
One (1) CPU Card  
Four (4) Central Office Line Card/s  
Four (4) Station Card/s  
Eleven (11) Northern Telephones *W*  
Three (3) Group Switch Card  
One (1) VMS-CAP  
Ten (10) Esprit

Cohort Telephone System, to be installed at Travelworld, 53 McKinsey Road, Severna Park, MD, consisting of:

Six (6) Office Lines  
One (1) Key Service Unit  
Two (2) Central Office Line Card/s  
One (1) Power Supply  
One (1) Power Supply Card  
One (1) CPU Card  
Two (2) Station Card/s  
Six (6) Cohort Telephones  
Three (3) Headsets

Cohort Telephone System, to be installed at Travelworld, 550 Light Street, Suite 8, Harbor Court, Baltimore, MD, consisting of:

Four (4) Office Lines  
One (1) Key Service Unit  
Two (2) Central Office Line Card/s  
One (1) Power Supply  
One (1) Power Supply Card  
One (1) CPU Card  
One (1) Station Card/s  
Three (3) Cohort Telephones

Mailed to Secured Party

1986  
E. A

BOOK 502 PAGE 550

2637777

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):

LEWIS G. LONG, JR.  
 Name or Names—Print or Type  
 1302 Aster Drive, Glen Burnie, MD 21061  
 Address—Street No., City - County State Zip Code

JEAN M. LONG  
 Name or Names—Print or Type  
 1302 Aster Drive, Glen Burnie, MD 21061  
 Address—Street No., City - County State Zip Code

2. Secured Party:

NALLEY'S II, INC.  
 Name or Names—Print or Type  
 4367 Hollins Ferry Road, Baltimore, MD 21227  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All furniture, fixtures, equipment and inventory.

RECORDING FEE 17.00  
 SERVICE .50  
 REGISTERED MAIL 7.09 + .08  
 SEP 17 86

4. If above described personal property is to be affixed to real property, describe real property.

209 New Jersey Avenue (also known as 209 Harford Road) Glen Burnie, Maryland 21061

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. n/a

DEBTOR(S):

*Lewis G. Long, Jr.*  
 (Signature of Debtor)  
 LEWIS G. LONG, JR.  
 Type or Print

*Jean M. Long*  
 (Signature of Debtor)  
 JEAN M. LONG  
 Type or Print

SECURED PARTY:

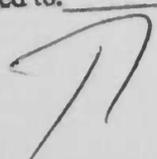
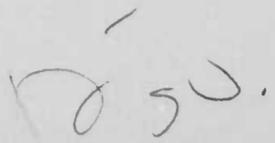
NALLEY'S II, INC.  
 BY: *Paul Nalley*  
 (Company, if applicable)  
 (Signature of Secured Party)  
 Type or Print (Include title if Company)

RECEIVED IN RECORD  
 CLERK  
 ANNE ARUNDEL COUNTY  
 1986 SEP 17 AM 9:59  
 E. AUBREY COLLISON  
 CLERK

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Jacob B. Davis, Esq., P.O. Box 849, Glen Burnie, MD 21061

Lucas Bros. Form F-1 Mailed to: \_\_\_\_\_

203779

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Stephen Jones Enterprises, Inc.

Address 752 Stenchcombe Road Severna Park, MD 21146 RECORD FEE 13.00

2. SECURED PARTY

Name Washington Freightliner, Inc. POSTAGE .50

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)

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

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)

Stephen Jones Enterprises, Inc.

(Signature of Debtor)

Stephen Jones Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

(Signature of Secured Party)

Bill Fenwick Pres.

Type or Print Above Signature on Above Line

CR  
CLERK

RECEIVED FOR RECORD  
SEP 17 1986

1986 SEP 17 AM 9:59

AUBREY COLLISON  
CLERK

BOOK 502 PAGE 552  
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 August 25, 1986, between Washington Freightliner, Inc., as Seller/Lessor/Mortgagee and Stephen Jones Enterprises, Inc. 752 Stenchoombe Road Severna Park, MD 21146 (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 \$ 98,230.80 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 25th day of August, 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: Stephen Jones Enterprises, Inc.
4100 41st Street Brentwood, MD 20722 752 Stenchcombe Road Severna Park, MD 21146

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 Model C112064SD, S/N 1FVUZCYB9GH401724 with R & S Steel Dump Body, S/N 86070977

- (1) TIME SALES PRICE \$ 106,230.80
(2) Less DOWN PAYMENT IN CASH \$ 8,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 98,230.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 752 Stenchcombe Road Severna Park, MD 21146

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety eight thousand two hundred thirty and 80/100\*\*\*\*\* Dollars (\$ 98,230.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 11th day of October, 19 86, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,637.18 and the final installment being in the amount of \$ 1,637.18

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: August 25, 19 86

BUYER(S)-MAKERS(S):

Accepted Washington Freightliner, Inc. (SEAL)

Stephen Jones Enterprises, Inc. (SEAL)

By: [Signature]

By: [Signature] 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

BOOK JUK PAGE 114

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable; whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any 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 H. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(Guarantor-Endorser) (L.S.) \_\_\_\_\_(Guarantor-Endorser) (L.S.)  
\_\_\_\_\_(Guarantor-Endorser) (L.S.) \_\_\_\_\_(Guarantor-Endorser) (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart H. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_ (SEAL)  
\_\_\_\_\_(Corporate, Partnership or Trade Name or Individual Signature) Signature of Seller  
By: \_\_\_\_\_

Mailed to Secured Party

FINANCING STATEMENT FORM UC 7-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 8/20/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TESTANI, Anthony M. & Leslie B.  
Address 13811 Cuba Road, Cockeysville, MD 21030

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION  
Address 303 Second Street  
Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (List)

1985 37' Trojan fiberglass hull #TRJMF016B585  
1985 Twin 350 HP Crusader gas engines

Home anchorage/winter: Pasadena, 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 be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Anthony M. Testani  
(Signature of Debtor)

Anthony M. Testani

Type or Print Above Name on Above Line

Leslie B. Testani  
(Signature of Debtor)

Leslie B. Testani

Type or Print Above Signature on Above Line

Mailed to Assignee

MA B AGENT  
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

Mailed to Secured Party

1986 SEP 17 AM 9:59  
F AUBREY COLLISON  
CLERK

TS

Anne Arnold  
8/29/86  
(9/5)

263781

TO BE  
 NOT TO BE

RECORDED IN  
 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF \_\_\_\_\_

FINANCING STATEMENT

RECORDING FEE 11.00  
 COUNTY FEE .50  
 SEP 17 1986

1. Debtor(s):

A. J. Kirby Construction Co., Inc.  
 Name or Names—Print or Type  
788 General's Hwy, Millersville, Md 21108  
 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).

4. If above described personal property is to be affixed to real property, describe real property.

1 JD310C Loader Backhoe S/N TO310CA724482

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): A. J. Kirby Construction Co., Inc.

*Albert J Kirby* (Signature of Debtor)  
 Albert J Kirby, President (Type or Print)

SECURED PARTY: John Deere Industrial Equipment Co.  
 (Company, if applicable)

\_\_\_\_\_ (Signature of Secured Party)  
 \_\_\_\_\_ (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:

Name and Address John Deere Industrial Equipment Company  
400 19th Street, Moline, Ill 61265

Mailed to Secured Party

RECEIVED FOR RECORD  
 COUNTY CLERK  
 1986 SEP 17 AM 9:59  
 E AUBREY COLLISON  
 CLERK

*P*

*1150*

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263928

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Stephen Jones Enterprises, Inc.

Address 752 Stenchcombe Road Severna Park, MD 21146

RECORD FEE 13.00  
POSTAGE .50  
263928 UCC-1 109:1.5  
SEP 17 86

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

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)

Stephen Jones Enterprises, Inc.

*Stephen Jones*  
(Signature of Debtor)

Stephen Jones, President  
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

CLERK

REGISTRATION FEE  
COUNTY CLERK

1986 SEP 17 AM 9:59

E. AUDREY COLLISON  
CLERK

1350

ASSIGNMENT

BOOK 502 PAGE 558

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 August 25, 1986

between Washington Freightliner, Inc. as Seller/Lessor/Mortgagee

and Stephen Jones Enterprises, Inc. 752 Stencombe Road Severna Park, MD 21146 (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 \$ 98,230.80

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 25th day of August 19 86

Washington Freightliner, Inc. (SEAL) (Seller/Lessor/Mortgagee)

By \_\_\_\_\_

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Washington Freightliner, Inc. FROM: Stephen Jones Enterprises, Inc.
4100 41st Street Brentwood, MD 20722 752 Stenchcombe Road Severna Park, MD 21146

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 Model C112064SD, S/N 1FVUZCYB3GH401721 with R & S Steel Dump Body, S/N 86070974

(1) TIME SALES PRICE \$ 106,230.80
(2) Less DOWN PAYMENT IN CASH \$ 8,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 98,230.80

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 752 Stenchcombe Road Severna Park, MD 21146

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety eight thousand two hundred thirty and 80/100\*\*\*\*\* Dollars (\$ 98,230.80 )

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 11th day of October, 19 86, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,637.18 and the final installment being in the amount of \$ 1,637.18

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: August 25 19 86

BUYER(S)-MAKERS(S):

Accepted Washington Freightliner, Inc. (SEAL) (Print Name of Seller Here)

Stephen Jones Enterprises, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: (Signature)

By: (Signature) 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

BOOK PAGE 300

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)  
\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_ (SEAL) \_\_\_\_\_  
(Corporate, Partnership or Trade Name or Individual Signature) Signature of Seller

Mailed to Secured Party



BOOK 502 PAGE 562

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) WAREHEIM ENTERPRISES, INC. (Principal Place of Business) 3612 Washington Boulevard Baltimore, Maryland 21227 (See Exhibit A for additional names and addresses)	2. Secured Party(ies) and address(es) EQUITABLE BANK, NATIONAL ASSOCIATION 100 South Charles Street Baltimore, Maryland 21201 ATIN: Sterling E. Shuman, Jr.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 125305 CTTT BAL 109.36 SEP 17 86
4. This statement refers to original Financing Statement bearing File No. <u>254064</u> , Book <u>478</u> Filed with <u>Anne Arundel County, MD</u> Date Filed <u>October 1,</u> page <u>255</u> 1984		
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).  
 (1) Filing Officer Copy - Alphabetical

By: [Signature] Signature(s) of Secured Party(ies)  
 EQUITABLE BANK, NATIONAL ASSOCIATION  
 STANDARD FORM - FORM UCC-3

D. E. CLERK

RECEIVED FOR THE CLERK  
 1986 SEP 17 AM 10:10  
 E. ALFREY DOLLISON  
 CLERK

EXHIBIT A

1. Wareheim Enterprises, Inc.  
3612 Washington Boulevard  
Baltimore, Maryland 21227
2. Wareheim Enterprises, Inc.  
1145 Wicomico Street  
Baltimore, Maryland 21230
3. Wareheim Air Brakes, Inc.  
1818 Margaret Avenue  
Annapolis, Maryland 21401

Mailed to Secured Party

APR 11 1986

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263926

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated August 21, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Masonry & Concrete Inc.

Address 3256 Wendlyn Way, Edgewater, MD 21037

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 1835B Uni-Loader S/N 17167803
- One CASE D100 Backhoe S/N 1246741
- One EAGER BEAVER AP8 Trailer S/N 1120AP207GS040192

Name and address of Assignee  
RECORDED FEE 11.00  
SEP 17 1986

1986 SEP 17 AM 10:06  
E AUBREY COLLISON  
CLERK  
RECEIVED FOR RECORD  
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)

Assignee(s) of Secured Party and Address(es)  
J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway  
Syracuse, N.Y. 13214

11/5  
Daniel F. Smith Pres.  
(Signature of Debtor) & Title

Daniel F. Smith, Pres.

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

Mailed to Secured Party

FINANCING STATEMENT

263927

RECORD FEE 12.00  
POSTAGE .50  
RECORDED C345 NOL TILL 51  
SEP 17 88

- 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)  
**K.S. & E. Properties** 7435 Baltimore-Annapolis Boulevard  
 Glen Burnie, Maryland 21061

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: Colleen O. Jurak Baltimore, Maryland 21201  
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 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  
K.S. & E. Properties (Seal)

By: Robert A. Stearns (Seal)  
 Robert A. Stearns, General Partner

By: Erwin W. Everett (Seal)  
 Erwin W. Everett, General Partner

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)

RECORDED  
 CLERK  
 COUNTY

1986 SEP 17 PM 12:05

AUBREY COLLISON  
 CLERK

BL  
 CLERK

*Handwritten initials: RS.*

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

SCHEDULE A

BOOK 502 PAGE 566

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 K.S. & E. Properties.

SECTION G CONTINUED

All right, title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known as 7435 Baltimore-Annapolis Boulevard, Anne Arundel County, Maryland.

Mailed to Secured Party

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$2,700,000.00

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: *AUGUST 29*, 1986

FINANCING STATEMENT

1. Debtor: Address:  
CHEROKEE GROUP, LTD. 1656 Homewood Landing Road  
Annapolis, Maryland 21401
2. Secured Party: Address:  
HOME FEDERAL SAVINGS BANK P.O. Box 1179  
Hagerstown, Maryland 21741
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

RECORD FEE 25.00  
POSTAGE .50  
#37426 0237 102 112:42  
SEP 17 86

RECEIVED FOR RECORD  
CLERK COURT ANNE ARUNDEL COUNTY

1986 SEP 17 PM 12:48

E. AUBREY COLLISON  
CLERK



25.00  
-50

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 RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Home Federal Savings Bank, 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:

CHEROKEE GROUP, LTD.

By

*[Signature]*

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By

*Thomas B. Frame*  
Vice President

CGN1008.176 B1

## EXHIBIT "A"

## PARCEL 1

ALL that parcel of ground as shown on a Plat entitled, "Plat 1 of 4, WHITEHALL MARINA, A Condominium", which said Plat is recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book E-22, page 5, at Plat No. E-1055, including the area designated as the "Excluded Area", according to a Declaration and Establishment of Condominium Regime of Whitehall Marina, A Condominium, dated December 2, 1982 and recorded among the Land Records of Anne Arundel County in Liber Number 3539, folio 107 and By-Laws of Whitehall Marina, A Condominium, dated December 7, 1982 and recorded among the Land Records of Anne Arundel County in Liber Number 3539, folio 146, and specifically including the area designated on said Plat as the "Excluded Area"; SAVE AND EXCEPTING THEREFROM, HOWEVER, the following units and slips: BUILDING UNITS B-1 and B-2; COMMERCIAL STORAGE UNITS 9, 10, 19, 30, 43, 76, 77, 78, 79, 80, 81, 82, 83, 84 and 85 and the slips appurtenant thereto, all as shown on the Condominium Plat entitled, "Plat 1 of 4, WHITEHALL MARINA, a Condominium", recorded among the Plat Records of Anne Arundel County in Plat Book E-22, page 5, at Plat Number E-1055.

Being also the same property acquired by Freerick L. Willard as a one hundred percent interest from Joan R. Willard by Deed dated March 19, 1985 recorded among the Land Records of Anne Arundel County at Book 3866, page 330.

Being the residue parcel acquired by Cherokee Group Limited by Deed dated March 1985 from Frederick L. Willard, Grantor recorded among the Land Records of Anne Arundel County at Book 3868, page 4.

Saving and Excepting also the following four conveyances:

(i) Unit 29 conveyed by Deed dated July 10, 1985 at Book 3938, page 664.

(ii) Unit 58 conveyed by Deed dated July 10, 1985 recorded at Book 4131, page 125.

(iii) Unit 73 conveyed by Deed dated September 4, 1985 recorded at Book 4131, page 123.

(iv) Storage Unit 5, conveyed by Deed dated July 14, 1986 recorded at Book 4107, page 128.

EXHIBIT "B"

PARCEL 2

The following units and slips: Building units B-1 and B-2; COMMERCIAL STORAGE UNITS 9, 10, 19, 30, 43, 76, 77, 78, 79, 80, 81, 82, 83, 84 and 85 and the slips appurtenant thereto, all as shown on the Condominium Plat entitled, "Plat 1 of 4, WHITEHALL MARINA, a Condominium", recorded among the Plat Records of Anne Arundel County in Plat Book E-22, page 5, at Plat Number E-1055.

Being the residue parcel of that conveyance originally acquired by Frederick L. Willard and Joan R. Willard, his wife, dated July 27, 1964 from Hyland T. White, et al., recorded at Liber 1776, folio 473, by which Frederick Willard acquired a one hundred interest on March 19, 1985 by a Deed from Joan R. Willard recorded at Book 3868, page 2, saving and excepting therefrom a conveyance dated March 20, 1985 from Frederick L. Willard to Cherokee Group Limited recorded at Book 3868, page 4.

## EXHIBIT "C"

## PARCEL 3

Beginning for the same at an iron pipe found in the center line of a 16.0 foot right of way, and at the same beginning point as in the conveyance from Steven J. Everd and Margaret Everd, his wife, to Albert A. Harthausea and Erma L. Harthausea, his wife, by deed dated January 16, 1959 and recorded among the Land Records of Anne Arundel County, Maryland at Liber G.T.C. 1267, folio 498; said point being further located on the north side of Homewood Landing Road as shown on a Plat titled "Revised Plat part of Whitehall Manor" recorded among the Plat Records of Anne Arundel County Maryland in Plat Book 33, folio 32; thence running from said beginning point so fixed crossing the said 16.0 foot right of way, and leaving said Homewood Landing Road, and running with the outlines of the above mentioned conveyance to Harthausea, as now found and with bearings referred to Maryland Grid North, north 10 degrees 16' 58" east 346.34 feet to an iron pipe found; thence south 75 degrees 56' 06" east 362.27 feet to an iron pipe set; thence south 75 degrees 06' 49" east 512.0 feet to a fourteen inch cedar tree found; thence south 14 degrees 06' 37" west 355.43 feet to a "PK" nail set in the center line of the above mentioned 16-0 foot right of way, and on the north side of the above mentioned Homewood Landing Road; thence with the North side of said Homewood Landing Road, and also running with the center line of the above mentioned 16-0 foot right of way; north 74 degrees, 47' 21" west 752.25 feet to the place of beginning. Containing 6.146 acres and as surveyed by J.R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in March 1975.

Being the same property conveyed unto Fred L. Willard and Joan R. Willard, his wife, as tenants by the entireties, by Albert A. Harthausea and Irma Harthausea, his wife, by Deed dated May 22, 1975 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2757, folio 30.

~~Subject however, to the use of others to a 16 foot right of way which lies within the bounds of the property herein described, running along Homewood Landing Road.~~

Saving and Excepting also the following four conveyances:

- Deed*
- (i) Unit 29 conveyed by Deed dated July 10, 1985 at Book 3938, page 664.
  - (ii) Unit 58 conveyed by Deed dated July 10, 1985 recorded at Book 4131, page 125.
  - (iii) Unit 73 conveyed by Deed dated September 4, 1985 recorded at Book 4131, page 123.

(iv) Storage Unit 5, conveyed by Deed dated July 14, 1986 recorded at Book 4107, page 128.

Being the residue parcel acquired by Cherokee Group Limited by Deed dated March 1985 from Frederick L. Willard, Grantor recorded among the Land Records of Anne Arundel County at Book 3868, page 4.

2084

263925

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

1986 SEP 17 PM 12:50  
E. AUGREY COLLISON  
CLERK

FINANCING STATEMENT

1. Debtor:  
Anthony E. Dahnk

Address:  
20 West Street  
Annapolis, Maryland 21401

2. Secured Party:  
SECOND NATIONAL BUILDING  
& LOAN, INC.

Address:  
P. O. Box 2558  
Salisbury, MD 21801

ATTN: William F. Brooks, Jr.

FEE 13.00  
POSTAGE 50  
SEP 17 86

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(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

73 13.00

the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any preceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

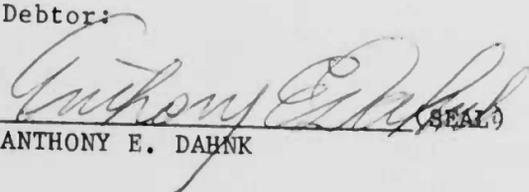
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any construction or improvements on said property.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust of August 1, 1985 and Modification 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:

  
(SEAL)  
ANTHONY E. DAHNK

Dated: August 29, 1986

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.  
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
80 West Street, P. O. Box 868  
Annapolis, Maryland 21404

S343782P.MLS

EXHIBIT A

ALL that part and parcel of land and premises situate and lying in the Seventh Assessment District, Anne Arundel County, State of Maryland, and described as follows, that is to say:

BEGINNING for the same at a post standing near the East end of Traceys Creek bridge and on the East side of the Public Road leading from said bridge and in the outlines of the lands of Andrew Manifold and running from said post and with the East side of said road, North  $58^{\circ} 40'$  East,  $37\frac{1}{5}$  perches to a post opposite a cherry tree stump; thence leave said road and running South  $57^{\circ} 25'$  East 21.18 perches to a post on the West side of Rockhold Creek; thence with the shore of said creek, South  $25^{\circ}$  West 8.7 perches South  $33^{\circ} 15'$  West  $12\frac{2}{5}$  perches, South  $6^{\circ} 15'$  East 6.12 perches, South  $53^{\circ} 30'$  West  $8\frac{3}{5}$  perches to a locust post, a corner boundary of Andrew Manifold's lands; thence leave said creek and running with said lands, North  $57^{\circ} 5'$  West 39.28 perches to the place of beginning. Containing 6 acres, 2 roods and 8 square perches, more or less.

BEING the same property conveyed unto Herman G. Thompson and Edna E. Thompson, his wife, by Rosa E. Marshall, et al, by deed dated March 1st, 1973 and recorded among the Land Records of Anne Arundel County in Liber W.G. L. 2568, folio 1,

SAVE AND EXCEPTING THEREFROM, HOWEVER, all that property conveyed by Herman G. Thompson and Edna E. Thompson, his wife, to Anne Arundel County, Maryland by Deed dated April 16, 1974 and recorded among the Land Records of Anne Arundel County in Liber W.G.L. 2671, folio 543.

BEING the same property conveyed unto Anthony E. Dahnk, by Herman G. Thompson and Edna E. Thompson, his wife, by deed dated June 20, 1985, recorded among the Land Records of Anne Arundel County in Liber No 3931 at Folio 498.

Mailed to Secured Party

BOOK 502 PAGE 576

203705

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

RECORDED  
CLERK  
1986 SEP 17 PM 12:53  
E. AUBREY COLLISON  
CLERK

1. Debtor:  
SUNSHINE ONE, INC.

Address:  
20 West Street  
Annapolis, Maryland 21401

2. Secured Party:  
SECOND NATIONAL BUILDING  
& LOAN, INC.

Address:  
P. O. Box 2558  
Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(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

RECORD FEE 13.00  
POSTAGE 50  
SEP 17 86

23

13.50

the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any preceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(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 construction or improvements on said property.

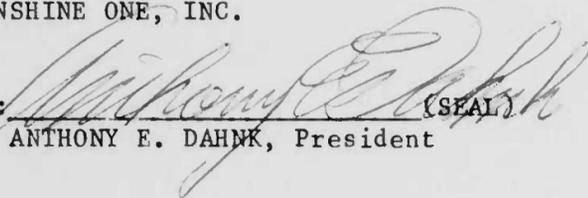
4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust of September 18, 1985 and Modification Deed of Trust of even date herewith, Assignment of Rents and Leases, Collateral Assignment of Construction Contracts and Collateral Assignment of Plans, Permits, Specifications and Architects' Contracts 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:

SUNSHINE ONE, INC.

BY:  (SEAL)  
ANTHONY E. DAHNK, President

Dated: 8/29/86

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.  
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
80 West Street, P. O. Box 868  
Annapolis, Maryland 21404

S343782P.MLS

EXHIBIT A

BEGINNING for the same on the northwest side of Holly Avenue as laid out thirty feet wide at the beginning of the first or North 58 degrees 10 minutes West 213.24 feet line of the whole tract of which the land hereby described is a part and running thence with part of the said line North 59 degrees 10 minutes West 103.00 feet; thence leaving the said line and running North 30 degrees 20 minutes East 18.0 feet; thence running parallel to the first line of the herein described parcel South 59 degrees 10 minutes East 103.0 feet to the northwest side of Holly Avenue South 30 degrees 20 minutes West 18.0 feet to the place of beginning; containing 1854 square feet of land more or less. Also,

BEGINNING for the same on the West side of Holly Avenue found at the beginning of the first or North 59 degrees 10 minutes West 213.24 foot line of the description contained in a deed from Walter Riggins to Howard Riggins and recorded among the Land Records of Anne Arundel County in Liber JHH No. 853 folio 73 and running thence from said point of beginning leaving Holly Avenue and with the above mentioned first line North 59 degrees 10 minutes West 213.24 feet to a point; thence South 30 degrees 20 minutes West 100.87 feet to a point on the North side of the proposed extension of Pinewood Street; thence with said North side of the proposed extension of Pinewood Street South 59 degrees 40 minutes East 213.25 feet to the said West side of Holly Avenue; thence with the said side of Holly Avenue North 30 degrees 20 minutes East 100 feet to the place of beginning; containing .492 acres of land more or less according to a survey made by T. T. Pantaleo, Registered Land Surveyor in December, 1955.

Mailed to Secured Party

BOOK 502 PAGE 579

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) McNair, Jr: John W. & Sheryl M 5841 North 21st Street Arlington, VA 22205	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker St. Millburn, NJ 07041	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE 50 AZEST/1 0345 001 113-08 SEP 17 1986
4. This statement refers to original Financing Statement bearing File No. <u>25007 468 pg 273</u> Filed with <u>Anne Arundel</u> Date Filed <u>12-9</u> 19 <u>83</u>		

5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.  
10.

No. of additional Sheets presented: \_\_\_\_\_

\_\_\_\_\_ Berkeley Federal Savings & Loan Assoc.  
By: \_\_\_\_\_ Signature(s) of Secured Party(ies)  
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



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP 17 PM 3:31

E. AUBREY COLLISON  
CLERK

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Summit Airlines, Inc.  
Scott Plaza II  
Philadelphia, PA 19113

2. Secured Party(ies) and address(es)

CSB Financial Corporation  
65 LaSalle Road  
West ~~XXXXXXXX~~ Hartford, CT 06107

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00  
POSTAGE .50  
RECORDING FEE 113.30  
SEP 17 86

4. This financing statement covers the following types (or items) of property:

All fuel inventory, accounts, accounts receivable, bank accounts, instruments, documents, chattel paper, cash, general intangibles and all other items of personal property of Debtor all as more particularly described in Exhibit "A" annexed hereto now existing or hereafter arising, and any interest now or hereafter arising with respect ~~there~~ thereto, all increases, additions, and accessions thereto and all renewals, ~~sub~~ substitutions and replacements thereof and proceeds and products of all of the foregoing, as described more particularly in Exhibit "A", located at the above address of Debtor or the locations listed on Exhibit "B" annexed hereto.

5. Assignee(s) of Secured Party and Address(es)

RECORDED  
SEP 17 1986  
AUBREY COLLISON  
CLERK

The underlying security interest 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)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 2

Summit Airlines, Inc.

CSB Financial Corporation

By: *[Signature]*  
Signature(s) of Debtor(s)

By: *[Signature]*  
Signature(s) of Secured Party(ies)

Pres.  
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

EXHIBIT A

## DEBTOR:

SUMMIT AIRLINES, INC.  
Scott Plaza II  
Philadelphia, PA 19113

SECURED PARTY:  
CSB Financial Corp.  
65 LaSalle Road  
West Hartford, CT

- (a) All accounts, accounts receivable and general intangibles (excluding those relating to Debtor's licenses, trademarks or tradenames) of Debtor, whether or not the same be listed on any schedules, assignments or reports furnished to Secured Party from time-to-time;
- (b) All contract rights of the Debtor, now existing or hereafter arising;
- (c) All instruments, documents of title, policies, certificates, proceeds of insurance (including credit insurance and insurance on customer-owned goods for which an account is outstanding but excluding \$1,000,000.00 in life insurance on the life of Barry S. Lutin collaterally assigned to Chrysler Capital Corporation); and all rights of stoppage in transit, replevin, repossession and reclamation and all other rights of an unpaid vendor or lienor; and chattel paper whether or not any of the foregoing may hereafter be in the possession of Secured Party or Debtor or as to which Secured Party or debtor may now or hereafter control possession by documents of title of otherwise;
- (d) All rights to federal, state and local tax refunds;
- (e) All fuel inventory now owned and hereafter acquired by Debtor wherever located, including all contract rights with respect thereto and documents representing the same;
- (f) All books and records relating to the aforesaid collateral; and
- (g) Proceeds and products of all of the foregoing collateral.
- (h) EXCLUDING any of the foregoing relating to aircraft, machinery and equipment and non-fuel inventory.

From time to time, Debtor may conduct business from and locate assets at other locations, including, without limitation, those listed on Exhibit B attached hereto and made a part hereof.

- (a) Baltimore, Maryland
- (b) Boston, Massachusetts
- (c) Charlotte, North Carolina
- (d) Cleveland, Ohio
- (e) Detroit, Michigan
- (f) Florence, Kentucky
- (g) Forest Hills, New York
- (h) Hapeville, Georgia
- (i) Harrisburg, Pennsylvania
- (j) Hartford, Connecticut
- (k) Indianapolis, Indiana
- (l) Jamaica, New York
- (m) Newark, New Jersey
- (n) New York, New York
- (o) Norfolk, Virginia
- (p) Pittsburgh, Pennsylvania
- (q) Richmond, Virginia
- (r) Washington, D.C.
- (s) Windsor Locks, Connecticut

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) Berkey, Inc. 75 Holly Hill Lane Greenwich, Connecticut 06830	2. Secured Party(ies) and address(es) Manufacturers Hanover Commercial Corporation 1211 Ave. of Americas New York, N. Y. 10036	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>263087</u> Anne Arundel County, Maryland Filed with _____ Date Filed <u>8/4/86</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 type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input checked="" type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

Amended to reflect change of Debtor's address from: One Water Street, White Plains NY 10601 to: 75 Holly Hill Lane, Greenwich, Connecticut 06830

RECORD FEE 10.00  
 SEP 18 1986

Na. of additional Sheets presented: \_\_\_\_\_

Berkey, Inc. By: <u>[Signature]</u> Signature(s) of Debtor(s) (necessary only if Item B is applicable).	Manufacturers Hanover Commercial Corporation By: <u>[Signature]</u> Signature(s) of Secured Party(ies)
---	---

(1) Filing Officer Copy - Alphabetical      STANDARD FORM - FORM UCC-3

Mailed to Secured Party

RECEIVED FOR RECORD  
 CIRCUIT COURT, A.A. COUNTY



1986 SEP 18 AM 9:03

E. AUBREY COLLISON  
 CLERK

10.00  
 5

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated August 8, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Happy Travelers, Inc.  
Address 8244 Md. Route 3 Millersville, Maryland

2. SECURED PARTY

Name Tobin Associates, Inc.  
Address 926 Haddon Ave., Collingswood, NJ 08108

RECORDED FE 11.00  
INDEXED .50  
SEP 18 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 inventory of new or used motor vehicles, motor homes, travel trailers and tent campers now owned or hereafter acquired by debtor, all accounts receivables, notes, instruments or chattel papers of debtor now existing or hereafter acquired, which are proceeds of the inventory, all contract receipts of the debtor now existing or hereafter arising, relating to the inventory, and all motor vehicles used as equipment or demonstrators.

1150

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Happy Travelers, Inc.

Herbert Schwartz  
(Signature of Debtor) PRESIDENT

HERBERT SCHWARTZ

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Tobin Associates, Inc.

Edward A. Tobin, Jr.  
(Signature of Secured Party)

EDWARD A. TOBIN, JR.

Type or Print Above Signature on Above Line



RECEIVED FOR RECORDS  
DEPT. OF COURT & COUNTY CLERK

1986 SEP 18 PM 4:20

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 237078

RECORDED IN LIBER 435 FOLIO 321 ON 3/18/81 (DATE)

1. DEBTOR: Name JERRY J & CHRISTINE CRAWFORD  
Address 32 BROOKFIELD RD PASADENA MD 21122

2. SECURED PARTY: Name COMMERCIAL CREDIT BANK  
Address 576 RITCHIE HIGHWAY SEVERNA PARK MD 21146

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK  FORM OF STATEMENT

A. CONTINUATION..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE..... <input type="checkbox"/> FULL RELEASE..... <input type="checkbox"/>	C. TERMINATION..... <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
D. ASSIGNMENT..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)		E. OTHER..... <input type="checkbox"/> (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)

RECORDS FEE 10.00  
FURTHER .50  
1986 SEP 18 11:48 AM  
SEP 18 86

3. Assignee of Secured Party(ies) from which security information obtainable:

Name COMMERCIAL CREDIT BANK  
Address 576 RITCHIE HIGHWAY SEVERNA PARK MD 21146

1050

Dated 8/21/84

L.A. Whitezell  
(Signature of Secured Party)  
L.A. WHITESELL  
Type or Print Above Name on Above Line



RECEIVED BY RECORDS CLERK

1986 SEP 18 PM 4:21

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252201

RECORDED IN LIBER 473 FOLIO 525 ON 6-01-84 (DATE)

1. DEBTOR

Name Sea Shelter Corp.

Address 79 West St., Annapolis, MD 21401

2. SECURED PARTY

Name Key Capital Corp.

Address 57 River St. Wellesley Hills, MA 02181

RECORDED FEE 10.00  
INDEXED  
SEP 18 1986

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>
<p>1984 Present Yacht 35' Sundeck serial PYZ35I25MC84H</p>	

1986 SEP 18 PM 4:21  
E. AUBREY COLLISON  
CLERK

10/30



Dated August 19, 1986

Mailed to Secured Party

*Diane C. Retzky*  
(Signature of Secured Party)

DIANE C. RETZKY  
Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 741192

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name OXFORD DEVELOPMENT CORPORATION/Forest Riva Assoc.  
130 Hearne Road  
Address Annapolis, MD 21401

RECORDING FEE 12.00  
SEP 18 1986

2. SECURED PARTY

Name PNC LEASING CORP  
Address Fifth Avenue & Wood Street  
Pittsburgh, PA 15265

Person And Address To Whom Statement Is To Be Returned 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 equipment outlined on attached Exhibit "A"  
Schedule #DZ-395

Name and address of Assignee

Filed with Recorder of Deeds; Anne Arundel County, MD

1986 SEP 18 PM 4:21  
AUBREY COLLISON  
CLERK

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)  
OXFORD DEVELOPMENT CORPORATION  
Type or Print Above Name on Above Line  
*R Wayne Mosier*  
(Signature of Debtor)  
*R Wayne Mosier*  
Type or Print Above Signature on Above Line

*A. B. Miller*  
(Signature of Secured Party)  
PNC LEASING CORP  
Type or Print Above Signature on Above Line

12

EXHIBIT "A"

LESSEE: Oxford Development Corporation  
7316 Wisconsin Ave., Suite 300  
Bethesda, MD 20814

LOCATION: Forest Riva Associates  
130 Hearn Road  
Annapolis, MD 21401  
(Anne Arundel County)

SCHEDULE: DZ-395

SUPPLIER: ODC Communications  
7316 Wisconsin Ave., Suite 300  
Bethesda, MD 208149

EQUIPMENT:

1	PROFITS System - includes hardware, software, training, one year support and enhancements, initial supplies	\$ 16,500.00
1	PC-002-Wang PC Base Unit-256K Memory Serial # YT6338	
1	PC-PM004 - Wang Monochrome Monitor Card Serial # YX2546	
1	PC-PM001 - Wang Monochrome Monitor Card	
1	Wang Keyboard	
1	PC-PM021 - Wang 10MB Winchester Drive	
1	PC-PM040 - Wang Communications Board	
1	224AD - Concord Modem Serial # 20477	
1	FX-100 - Epson Printer Serial # E05008044	
1	Cardinal Print Buffer Serial # 4211121	

TOTAL EXHIBIT "A" \$ 16,500.00

Mailed to Secured Party

FINANCING STATEMENT

RECORDING FEE 11.00  
RECORDING TAX 1428.00  
File No. 1428-00  
SEP 18 1986

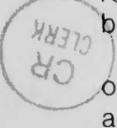
THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es)  Command Technology, Inc. 2600 Cabover Drive Hanover, Maryland 21076	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: Mary Stafford  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 Machine Shop (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:  
 1 Matsuura MC-500V S/N 86015176 w/Yasnac MX2 S/N S56183106; 1 Matsuura MC-500V S/N 86015170 w/Yasnac MX2 S/N S56183113; 1 MTI B231 Coordinate Measuring Machine
  - 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) exempt from the recordation tax. (Md.)  
 Principal amount of debt initially incurred is: \$ 204,000.00

1986 SEP 18 PM 4:21  
E. AUBREY COLLISON  
CLERK



DEBTOR:  
  
Command Technology, Inc.  
(Type Name)  
 By: George R. Braswell  
 George R. Braswell, President  
 By: \_\_\_\_\_

SECURED PARTY:  
 UNION TRUST COMPANY OF MARYLAND  
 By: William P. O'Brien  
 William P. O'Brien, Corporate Banking Officer  
(Type Name)  
 May 23 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.

1428-  
20

Mailed to Secured Party

203791

BOOK 502 PAGE 590

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) FRANCIS J. KOSKIE KAREN L. KOSKIE Lions Creek LOT 177 A STREET Estates LOTHIAN MD 20711		2 Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD ; #245 WOODBIDGE, VA 22191	
5 This Financing Statement covers the following types (or items) of property 1978 BENDIX 70 X 14 SERIAL # CC01218A "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) RECORDED FE 12.00 FEE .50 115700 SEP 18 86	
<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		9 Name of a Record Owner	
<input type="checkbox"/> This statement is to be indexed in the Real Estate Records.			
No & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction. <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)	
By <u>FRANCIS J. KOSKIE</u> <u>KAREN L. KOSKIE</u> BY P.O.A. BK Signature(s) of Debtor(s)		By <u>Donna C. Swire</u> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked.)	
(1) Filing Officer Copy—Numerical (3/83)		STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania	

CR CLERK

1986 SEP 18 PM 4:21  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Liber 423

Folio 522

Identification No. 231860

Dated 03-27-80

1. Debtor(s) Chesapeake Mobile Homes, Inc.  
Name or Names—Print or Type  
Box 1000, Route 3, Millersville, Maryland  
Address—Street No., City - County State Zip Code

2. Secured Party Savings Bank of Baltimore  
Name or Names—Print or Type  
Baltimore & Charles Streets, Baltimore, MD 21203  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORDED FE 10.00  
POSTAGE .30  
SEP 18 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.) Amendment</p>

Secured Party's Name is amended to read:

THE BANK OF BALTIMORE

1986 SEP 18 PM 4:22  
RECEIVED FOR RECORD  
CLERK  
CR  
CLERK

Dated: 9/2/86  
Signature of Debtor

C. David Sherrill, President  
Type Name of Debtor (Title)  
Luna Rec. Form T-1

The Bank of Baltimore  
Name of Secured Party  
Signature of Secured Party  
George A. Myers, Jr. Sr VP  
Type or Print (Include Title if Company)

Mailed to Secured Party

1050

Financing Statement Form UCC-1  
Dated August 27, 1986

Identifying File Number 263792

This financing statement is presented to a filing officer for filling pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: Rooster Woodcraft, Inc. and Robert L. Frankson  
Address: 133 Gilbralter Street, Annapolis,  
Anne Arundel County, Maryland

2. SECURED PARTY

Name: Options, Incorporated  
P.O. Box 1114  
Parkersburg, West Virginia 26102

RECORD FEE 18.00  
POSTAGE .50  
MCS686 0777 NO1 715:22  
SEP 1986

3. Principal amount of obligation: \$23,072.04

4. Maturity date of obligation: February 27, 1987

5. This financing statement covers the following types (or items) of property:

(SEE ATTACHED EXHIBIT "A")

Rooster Woodcraft, Inc.

By: Robert L. Frankson

Its: President

Robert L. Frankson, in his individual capacity

Robert L. Frankson

RECEIVED FOR RECORD  
CLERK COURT ANNE ARUNDEL COUNTY

1986 SEP 18 PM 4:22

E. AUBREY COLLISON  
CLERK

CR  
CLERK

1850

- 2 Blue two drawer locking file cabines
- 2 Black two drawer cabinets
- 1 Black, four drawer locking file cabinet
- 1 Scotch C-41 executive desk tape dispenser
- 1 Casio SR-1 Calculator
- 1 Western Electric Telephone ZCS8209TC03A
- 1 Radio Shack Telephone Model #43-373B Serial #S717146
- 1 Texas Instruments TI-503011 Electronic Calculator Serial #489167
- 1 Sharp Elsi Mate Electronic Printing Calculator EL-2168 Serial #91015106
- 1 White formica adjustable shelf
- 1 Panasonic Electric Pencil Sharpener Model #KP-77A Serial #111401
- 2 Rolodex phone nmbur files, model # S500C-smoke
- 1 3M Copier model #6010 Serial #6134
- 1 Bostitch stapler model #BIII
- 1 Red, rocking, four wheeled arm chair
- 1 Black vinyl arm chair 1 drafting lamp
- 1 Radio shack duo phone answering machine Serial #901885
- 1 Grey, high back, rocking, five wheeled arm chair
- 14 Plastic stacking paper organizers 7 white, 5 smoke, 1 red, 1 yellow
- 2 Plastic memo holders 1 stepped smoke, 1 flat smoke
- 1 Drafting lamp

BOOK 502 PAGE 593

Rooster Woodcraft, Inc.

By: Robert L. Frankson

Its: President

Robert L. Frankson in  
his individual capacity

Robert L. Frankson

EXHIBIT "A"

- 1 1978 GMC flatbed dump truck CCL337976  
1 10HP Compressor 929797  
2 Drill Presses; 890196, S7753  
1 Banksaw Sears Craftsman 12 inch 1/2HP  
1 Jointner Craftsman 113-2068  
1 Radial Arm Saw 250 mm Dewalt, Black 23243 75  
1 Straight edger Virutese, Green  
1 Planer, Black  
1 Shaper, Delta, Heavy Duty, Green  
1 Wheel Barrow  
2 Utility Guns; 79D 01092, 80700062  
1 Air Compact Wrench 900-04339  
29 Bar Clamps  
2 Beltdisk Samders 144SE, 35135  
2 20' Lowboy trailers  
2 Shop Vaccuum cleaners 1 white on wheels,  
1 Skill Saw 186844  
2 B Tanks & accessories; 1 green oxygen tank X233156, 1 black 197  
27 C Clamps  
5 Routers; 8549559, 107812, Black & Decker Black 7600 1/2HP,  
122143E, 5087E  
2 Chain Saws Stihl 032AV, Stihl 015L  
4 Table Saws; D-24953-6, F1182, 8303-P0183, 8251M0091  
1 Crain Cutter Model A-850

Rooster Woodcraft, Inc.

By: Robert L. Frankson

Its: President

Robert L. Frankson, in  
his individual capacity

Robert L. Frankson

EXHIBIT "A"

STATE OF WEST VIRGINIA,

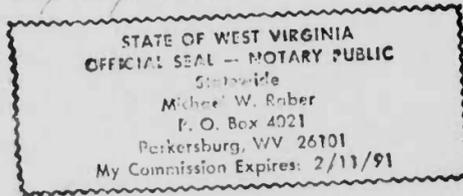
COUNTY OF WOOD, to-wit:

I, MICHAEL W. RABER, a Notary Public in and for the County and State aforesaid, do hereby certify that ROBERT L. FRANKSON, who is known to me to be the President of Rooster Woodcraft, Inc., whose name is signed to the writings hereto annexed, bearing date the 27 day of AUG, 1986, has acknowledged the same before me in my said County and State.

Given under my hand this 27 day of AUG, 1986.

Michael W. Raber  
NOTARY PUBLIC

My Commission Expires: 2/11/91



Mailed to Secured Party

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): P.M. Specialties, Inc.  
 Address: 116 Ridge Road  
 Riva, Maryland 21140

2. Name of Secured Party: 1st AMERICAN BANK OF MARYLAND  
 Address: 8701 Georgia Avenue  
 Silver Spring, Maryland 20910

3. This Financing Statement covers the following types (or items) of property:

All Inventory, Raw Materials, Goods In Process, Finished Goods, Machines, Machinery, Furniture, Furnishings, Fixtures, Vehicles, Equipment, All Tangible Assets, Accounts Receivable, Book Debts, Notes, Chattel Paper Acceptances, Rebates, Incentive Payments, Drafts, Contracts, Contract Rights, Choses In Action, and All Intangible Assets whether now owned or hereafter acquired, and all Attachments, Accessories, Additions thereto, Substitutions, Accessories and Equipment therefore, and Replacements.

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:

RECORDED FEE 11.00  
 STATE FEE .50  
 REC'D FOR RECORD SEP 14 1986  
 CLERK

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): P.M. Specialties, Inc.  
*W. E. Doolan*  
 William E. Doolan, President

Secured Party:  
 1st AMERICAN BANK OF MARYLAND  
*John J. Feldman, III*  
 By: John J. Feldman, III Asst. Vice President  
 Type Name and Title

REC'D FOR RECORD  
 CLERK  
 1986 SEP 16 PM 1:29  
 E. AUBREY COLLISON  
 CLERK

(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)

1100 25

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

Mimi Clarke Lamps, Inc.

55 Maryland Ave.  
Annapolis, MD 21401

RECORD FEE 11.00  
FURNITURE .50  
RECEIVED LTTI 09 114:13

**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 or hereafter acquired and all proceeds (cash and non-cash) of such inventory, equipment and leasehold improvements.

SEP 19 86

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

Secured Party (or Assignee)

Mimi Clarke Lamps, Inc.

FARMERS NATIONAL BANK OF MARYLAND

*Mimi Clarke*

BY *Luan D. Oakes*

CR CLERK

RECEIVED FOR RECORD  
SACRED COURT, ANNE ARUNDEL COUNTY

1986 SEP 19 PM 3:43

E. AUBREY COLLISON  
CLERK

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

1152

203823

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 10,000

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Rick Tang

3731 Nile Road, Davidsonville, MD 21035

Secured Party

Address

RECORD FEE 11.00  
RECORD TAX 10.00  
POSTAGE .50  
RECEIVED FOR RECORDS  
CLERK COLLISION  
SEP 19 86

~~Assignor~~

**FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.**

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

T75 Parson Trencher, with Backhoe, SN #6-17

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECEIVED FOR RECORDS  
CLERK COLLISION  
1986 SEP 19 PM 3:43  
E. AUBREY COLLISON  
CLERK

Debtor (or Assignor)

Secured Party (or Assignee)

*[Signature]*  
Rick Tang

**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

45  
70.50

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 Rhode River Marina, Inc.

Address 3932 Germantown Road Edgewater, MD 21307

2. SECURED PARTY

Name National Bank of Commerce

Address One Commerce Square Memphis, TN 38150

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ADDITIONAL LOCATION:

Full Tilt Marine, Inc. 6332 Richmond Hwy. Alexandria, VA 22306

All inventory, and proceeds thereof, of the Debtor sold by Fisher Marine, Inc. to the Debtor including but not limited to boats, motors, trailers and related parts and accessories, whether now owned or hereafter acquired, wherever located, and financed under the Dealer Floor Plan Financing Agreement between the Debtor and the 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)

RECORD FEE 11.00  
POSTAGE .50  
#37959 0237 R02 108:16  
SEP 22 86



REC'D REGISTER RECORDS  
ANNAPOLIS, MARYLAND

1986 SEP 22 AM 8:17

E. AUBREY COLLISON  
CLERK

Brian A Connor  
(Signature of Debtor) Brian A Connor

Rhode River Marina, Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Deborah Turner  
(Signature of Secured Party)

Deborah Turner, Asst. VP  
Type or Print Above Signature on Above Line

11.94  
.50

Return to  
ITT BUSINESS SERVICES  
P.O. Box 105029  
ATLANTA, GA 30348

BOOK 502 PAGE 600

263925

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) No. Street City State  
(Last Name First)

Ashby Enterprises, Ltd. 1127 West St. Annapolis, Md. 21401

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

Name of Secured Party or assignee No. Street City State

ITT Commercial Finance Corp. PO Box 2837 One Cherry Hill Suite 217 Cherry Hill NJ 08034

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All inventory and equipment financed by Secured Party now owned or hereafter acquired, and all attachments, accessions and additions thereto, substitutions accessories and replacements and proceeds thereof. Insurance proceeds, accounts, chattel paper, contract rights and general intangible when these are proceeds of the above inventory and equipment.

RECORD FEE 11.00  
POSTAGE 50  
337960 C237 R02 T00:17  
SEP 22 86

RETURN TO: ITT BUSINESS SERVICES  
PO Box 105029  
ATLANTA, GA 30348



(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)

Ashby Enterprises, Ltd.

ITT Commercial Finance Corp (Seal)

*[Signature]*

*[Signature]*

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 SEP 22 AM 8:17

E. AUBREY COLLISON  
CLERK

11.99

**END  
LIBER**