

LIBER

504



Not to be recorded
in Land Records
To be filed in the Financing
Records of Anne Arundel County

Subject to recordation tax: 264162
Principal Amount is
\$7,500,000

The appropriate amount of recordation tax has been paid and evidence is affixed to a deed of trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

- 1. Debtor: Address:
North Forest Associates Limited Partnership c/o Arnold J. Rudley
Stonehenge Consulting Corp.
170 Highway 35
Red Bank, New Jersey 07701
- 2. Secured Parties: Address of all Secured Parties:
General Electric Credit Corporation c/o General Electric
Credit Corporation
260 Long Ridge Road
Stamford, Connecticut 06902
Charles T. Albert, Trustee
Edward J. Levin, Trustee

RECORD FEE 15.00
POSTAGE 50
OCT 17 1986

3. This Financing Statement covers

(a) All articles of personal property and all appurtenances and additions thereto and substitutions or replacements thereof, now or at any time hereafter owned by the Debtor and now or hereafter attached to, contained in, or used in connection with the land hereinafter described or placed on any part thereof, though not attached thereto, including, but not limited to, all screens, awnings, shades, blinds, curtains, draperies, carpets, rugs, furniture and furnishings, heating, lighting, plumbing, ventilating, air conditioning, refrigerating, incinerating and elevator plants, stoves, ranges, vacuum cleaning systems, call systems, sprinkler systems and other fire prevention and extinguishing apparatus and materials, motors, machinery, pipes, appliances, equipment, fittings and fixtures, and the trade name, good will and books and records relating to the business operated on the land hereinafter described.

(b) All of Debtor's present and future "fixtures", "equipment" and "general intangibles" (as said quoted terms are defined in or encompassed by the Maryland Uniform Commercial Code).

(c) All leases, lettings and licenses of the land hereinafter described or any part thereof now or hereafter entered into and all right, title and interest of the Grantor thereunder, including, without limitation, cash and securities deposited thereunder and the right to receive

1986 OCT 17 AM 10:24

E. AUBREY COLLISON
CLERK



15.00



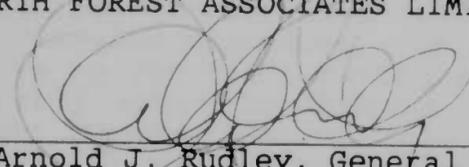
and collect the rents, issues and profits payable thereunder.

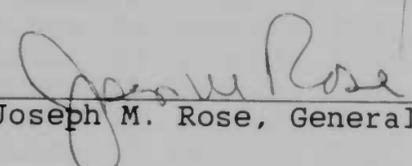
(d) All unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by the Debtor and all proceeds of the conversion, voluntary or involuntary, of the land hereinafter described or any part thereof into cash or liquidated claims, including, without limitation, proceeds of hazard and title insurance and all awards and compensation heretofore and hereafter made to the present and all subsequent owners of the land hereinafter described by any governmental or other lawful authorities for the taking by eminent domain, condemnation or otherwise, of all or any part of the land hereinafter described or any easement therein, including awards for any change of grade of streets.

4. The aforesaid items are included as security in a deed of trust given by Debtor to Charles T. Albert and Edward J. Levin, Trustees, and recorded or intended to be recorded among the Land Records of Baltimore City, Maryland securing an indebtedness owed by Debtor to General Electric Credit Corporation.
5. Proceeds of collateral are also covered.
6. The land described in Schedule A which is attached hereto.

Debtor:

NORTH FOREST ASSOCIATES LIMITED PARTNERSHIP

By 
Arnold J. Rudley, General Partner

By 
Joseph M. Rose, General Partner

To the Filing Officer: After this statement has been recorded, please mail the same to: Edward J. Levin, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

Schedule A

DESCRIPTION OF PREMISES

All that piece or parcel of ground situate, lying and being in the Second Taxing District, Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at a point at the end of the twenty-sixth or North 88 degree 34 minutes 20 second West 201.06 feet line of the Third parcel of that land which by deed dated November 20, 1967 and recorded among the Land Records of Anne Arundel County in Liber MSH 2129, folio 554, was granted and conveyed by Port Enterprises, Inc. to Levitt and Sons, Incorporated and running thence with and binding reversely on the twenty-sixth, twenty-fifth and twenty-fourth lines of the aforesaid parcel the following three courses and distances, viz: (1) South 88 degrees 34 minutes 30 seconds East 201.06 feet, (2) South 56 degrees 06 minutes 58 seconds East 245.73 feet, and (3) South 30 degrees 00 minutes 01 seconds East 254.77 feet to the north side of Crofton Parkway as shown on a plat entitled Crofton Park - Section Eleven, Plat Twenty-six, recorded among the Land Records of Anne Arundel County in Plat Book 37, page 20; thence running with and binding on the north side of Crofton Parkway as aforesaid, also reversely with the twenty-third and part of the twenty-second lines of the parcel described in the deed mentioned above, the following two (2) courses and distances, viz: (4) 644.01 feet along the arc of a curve to the right having a radius of 2760.00 feet and a chord bearing South 83 degrees 16 minutes 06 seconds West 280.86 feet; thence leaving said Crofton Parkway for the following eight (8) new courses and distances, viz: (6) North 11 degrees 23 minutes 55 seconds West 494.14 feet, (7) North 75 degrees 57 minutes 50 seconds East 11.60 feet, (8) North 88 degrees 29 minutes 33 seconds East 38.01 feet, (9) South 66 degrees 02 minutes 15 seconds East 167.43 feet, (10) North 71 degrees 33 minutes 54 seconds East 50.60 feet, (11) North 51 degrees 11 minutes 19 seconds East 58.71 feet, (12) South 68 degrees 07 minutes 26 seconds East 69.24 feet, and (13) South 85 degrees 50 minutes 55 seconds East 124.33 feet to the place of beginning.

Mailed to Secured Party

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. EAR 503 Page No. 585
Identification No. 264153 Dated _____

1. Debtor(s) { Annapolis 153 Limited Partnership
Name or Names—Print or Type
{ 1A Melrob Court, Annapolis, MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party { American Mortgages, Inc.
Name or Names—Print or Type
{ 4340 East West Highway, Ste 900, Bethesda, MD 20814
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) November 1, 1996

4. Check Applicable Statement:

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

Federal National Mortgage Association
510 Walnut Street
16th Floor
Philadelphia, PA 19106-3697

OR
RECORD FEE 10.00
POSTAGE .50
302274 0005 R02 111439
OCT 17 86

Dated: October 14, 1986
AMERICAN MORTGAGES, INC.
Name of Secured Party
Clyde D. Frame
Signature of Secured Party
CLYDE D. FRAME, PRESIDENT
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Mailed to Secured Party

1986 OCT 17 AM 11:37
EASTWEST COLLISION
EASTWEST CENTER

UNIFORM COMMERCIAL CODE
Continuation, Termination,
Release, Assignment, Etc.

Washington Law Reporter Form 1001
15 Eye St., N.W., Washington, D.C. 20006

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 257773

Date of Filing August 5, 1985

Record Reference Liber 488 Page 20

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Corman Construction, Inc.		8111 Annapolis Junction Road	Jessup, MD	20794

Name of Secured Party or assignee	No.	Street	City	State
The Riggs National Bank of Washington, D.C.		800 17th Street, N.W.,	Washington, D.C.	20006

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:



RECORDED FEE 10.00
INDEXED 1.50
JUL 17 1985 11:43
65 17 86

Debtor(s) or assignor(s)

CORMAN CONSTRUCTION, INC.

THE RIGGS NATIONAL BANK
OF WASHINGTON, D.C.

(Seal)

(Corporate, Trade or Firm Name)

BY: William G. Cox
William G. Cox

BY: Kevin P. O'Brien VICE PRESIDENT
Signature of Secured Party or Assignee

(Type or print name under signature)

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

10/50

1985 OCT 17 PM 2:01

E. AUBREY COLLISON
CLERK

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 25772
Date of Filing August 5, 1985 Record Reference Liber 488 Page 16
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
C. G. Enterprises, Inc.		8111 Annapolis Junction Road	Jessup, MD	20794

Name of Secured Party or assignee	No.	Street	City	State
The Riggs National Bank of Washington, D.C.		800 17th Street, N.W.,	Washington, D.C.	20006

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:

RECORDED 10:00
INDEXED 1:30
WASHINGTON STATE BAR FILED 43
OCT 17 1986

Debtor(s) or assignor(s)

C.G. ENTERPRISES, INC.

THE RIGGS NATIONAL BANK
OF WASHINGTON, D.C.

(Seal)

(Corporate, Trade or Firm Name)

By:

A. C. Cox Jr.
A. C. Cox Jr.

(Type or print name under signature)

By:

Kevin P. O'Brien
Signature of Secured Party or Assignee

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

1050

1986 OCT 17 PM 2:01

E. AUBREY COLLISON
CLERK



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 260752 495/512
Date of Filing March 11, 1986 Record Reference Liber 495 Page 512
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
C.G. Enterprises, Inc.		3111 Annapolis Junction Road	Jessup, MD	20794-0160
		P.O. Box 160		

Name of Secured Party or assignee	No.	Street	City	State
The Riggs National Bank of Washington, D.C.		800 17th Street, N.W.,	Washington, D.C.	20006

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:

RECORDING FEE 10.00
SEARCH FEE .50
TOTAL FEE 10.50
OCT 17 1986

Debtor(s) or assignor(s)

C.G. ENTERPRISES, INC. THE RIGGS NATIONAL BANK OF WASHINGTON, D.C. (Seal)
(Corporate, Trade or Firm Name)

By: A. C. Cox JR Vice Pres By: Kevin P. O'Brien VICE PRESIDENT
Signature of Secured Party or Assignee

(Type or print name under signature) (Owner, Partner or Officer and Title)
(Signatures must be in ink)

10-50

1986 OCT 17 PM 2:01

E. AUBREY COLLISON
CLERK

CR
CLERK

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)
Homberg, Elmer J.
1677 Forest Drive
Anapolis, MD 21403

2. Secured Party(ies) Name(s) and Address(es)
Genesee Ford Truck Sales, Inc.
1280 Jefferson Road
Rochester, New York 14623

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

5. This Financing Statement covers the following types (or items) of property:
14' BiBeau Dump body,
Attached to:
1980 International 2574 Cab & Chassis
S#CF257KGB10635

6. Assignee(s) of Secured Party and Address(es)
Associates Commercial Corp.
50 Lakefront Blvd., Suite 130
Buffalo, New York 14202

Products of the Collateral are also covered.

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

9. Name of a Record Owner

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

No. & Street Town or City County Section Block Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)
 under a security agreement signed by debtor authorizing secured party to file this statement, or
 which is proceeds of the original collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the debtor, or as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:
 when the collateral was brought into the state, or when the debtor's location was changed to this state.

Elmer J. Homberg

Genesee Ford Truck Sales, Inc.

By X Elmer J. Homberg
Signature(s) of Debtor(s)

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

(5/82)

STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

CR CLERK

1986 OCT 20 AM 10:15

F. ALBANESE COLLISION

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 Classic Volkswagon, Inc.

Address 1930 West St., Annapolis, Md 21401

2. SECURED PARTY

Name Quaker State Oil Refining Corp.

Address 55 South Jefferson Rd., Whippany, N.J. 07981

RECORD FEE 11.00
STAMP .50
RECORDED WITH #01 109:02
OCT 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)

- 3-Globe FS-10-BS Full hydraulic single post
- 1-FMC #4100 Wheel Balance
- 2-Norco #712005 2 1/2 ton Jacks
- 1-Norco #72500 Transmission Jack 1/2 ton
- 1-Norco #78020 20 ton press
- 1-275 gal. tank with vent, gauge, and lock
- 1-ARO #612042 1:1 tank pump
- 1-QS oil bar

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CLASSIC VOLKSWAGON INC.
Ray H. Stevenson
(Signature of Debtor)

RAY H. STEVENSON
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

QUAKER STATE OIL REFINING CORP.

(Signature of Secured Party)

J. J. MURPHY
Type or Print Above Signature on Above Line

CR
CLERK

Mailed to Secured Party

1986 OCT 20 AM 10:16
E. ADRIAN COLLISON
GREEN

11/80

County, MD

STATE OF MARYLAND

BOOK 504 PAGE 10

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

264257

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

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

This financing statement Dated 9/26/86 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. ~~SECURITY 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)

See Schedule "A"

Name and address of Assignee
FILED FEE 11.00
RECORDED CHIEF CLERK 103347
OCT 20 1986

"LESSEE HAS THE OPTION TO PURCHASE AT END OF LEASE CONTRACT" "NOT SUBJECT TO RECORDATION TAXES"

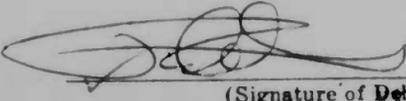
CHECK THE LINES WHICH APPLY

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 or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)


(Signature of ~~Debtor~~ Lessee)

Dealers Outlet, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)
Harry J. Crystal, Sec. - Treasurer
Type or Print Above Signature on Above Line


(Signature of ~~Debtor~~)
David L. C. Wright, Jr.
Dominion Leasing Co.
Type or Print Above Signature on Above Line

CR
CLERK
1986 OCT 20 AM 10:17
RECORDED CHIEF CLERK
103347
103347

Schedule "A"

This Schedule is attached to and made a part of the Equipment Lease dated 9-17, 1980 between Dealers Outlet, Inc. Dealers Outlet, Inc. (Lessee) and Dominion Leasing Corporation (Lessor).

- 1 - Series 2000 to Series 8500 which includes: S/N 50899
- 1 Maintenance Port
- 1 Communications Port
- 1 1/4" Streaming Tape Drive Cartridge
- 1 Upgraded 120V Power Line Conditioner
- 1 Additional Maintenance Modem (212A)
- 1 Starter Kit
- 40 Magnetic Tape Cartridges
- 1 20 MB Disk Expansion
- 4 1 Port Expansion w/32K MOS
- 1 4 Port Expansion w/128K
- 1 40 MB Disk Drive
- 1 Series 8000 8 Port ACC
- 2 Series 8500 4 Port LCC
- 1 8/16 Port Fiber Optic Network
- 1 200 Fiber Optic Cable Interior

Mailed to Secured Party

This Schedule is hereby verified as correct by the undersigned Lessee.

Dealers Outlet, Inc.

Lessee:

By:



FINANCING STATEMENT FORM UCC-1

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

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

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

This financing statement Dated 10/1/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~RECTORX~~ Lessee

Name Dealers Outlet, Inc.
Address 7234 Ritchie Highway, Glen Burnie, MD 21061

2. ~~SEENXXXXXXXXXXXX~~ 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)

See Schedule "A"

Name and address of Assignee

"LESSEE HAS THE OPTION TO PURCHASE AT END OF LEASE CONTRACT" "NOT SUBJECT TO RECORDATION TAXES"

RECORDED FEE 11.00
1986 OCT 20 AM 10:49
OCT 20 86

CHECK THE LINES WHICH APPLY

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

CR CLERK

1986 OCT 20 AM 10:17

(Signature of ~~Debtor~~ Lessee
Dealers Outlet, Inc.
Type or Print Above Name on Above Line

11/0

(Signature of Debtor)
Harry J. Crystal
Type or Print Above Signature on Above Line

(Signature of Secured Party) Lessor
David L. C. Wright, Jr., Vice President
Dominion Leasing Corporation
Type or Print Above Signature on Above Line

Schedule "A"

This Schedule is attached to and made a part of the Equipment Lease dated 9 17, 1980 between Dealers Outlet, Inc. Dealers Outlet, Inc. (Lessee) and Dominion Leasing Corporation (Lessor).

1 - Series 2000 Model 2000 DCS (Used) which includes:

- 1 ADP 2000 Operating System S/N 80789
- 15 MB Winchester Disk
- 160 K MOS Memory
- 1 Maintenance Port
- 4 User Ports w/entry
- 1 Magnetic Tape Drive
- 1 120V Power Line Conditioner
- 1 Extended Power Supply Module
- 1 Maintenance Modem
- 1 Communications Package
- 1 DCS Operating System
- 1 Communications Port
- 1 1200 Baud Modem
- 1 Telephone Handset
- 4 2 into 1 Switches

Mailed to Secured Party

This Schedule is hereby verified as correct by the undersigned Lessee.

✓ Dealers Outlet, Inc.
Lessee:

[Signature]
By:

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) Rhode River Marina, Inc. 3932 Germantown Rd. Edgewater, Md. 21307	2. Secured Party(ies) and address(es) Borg Warner Acceptance Corp. P.O. Box 4736 Florence, SC 29501	For Filing Officer (Date, Time, Number, and Filing Office) FILING FEE 11.00 STATE 3.00 COUNTY CH 001 108450 OCT 20 86
4. This financing statement covers the following types (or items) of property: An inventory of whatever kind or nature, including but not limited to boats, boat trailers, boat motors, marine equipment, parts and accessories, whether attached to the boats, boat trailers, boat motors or otherwise, wherever located, now owned or hereafter acquired or in the possession, custody or control of Debtor, and all returns, repossessions, exchanges, substitutions, replacements, attachments, parts, accessories and accessories thereto and thereof, and all other goods used or intended to be used in conjunction therewith, and all proceeds thereof (whether in the form of cash, equipment, instruments, chattel paper, general intangible accounts or otherwise). "Not subject to recordation tax"		5. Assignee(s) of Secured Party and Address(es)

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

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

Filed with: Anne Arundel County

Rhode River Marina, Inc.

Borg Warner Acceptance Corp.

By: Brian A. Conner
Signature(s) of Debtor(s)

By: Jay Beckler
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



1986 OCT 20 AM 10:17
ANNE ARUNDEL COUNTY
FILING OFFICE

264260

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)
Robintech Incorporated
2024 West Street, Suite 306
Annapolis, Maryland 21401

2 Secured Party(ies) and address(es)
Maryland National Industrial
Finance Corporation
Nottingham Centre, Suite 800
502 Washington Avenue
Towson, Maryland 21204

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

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

All of the now owned and hereafter acquired accounts, inventory, contract rights, equipment, motor vehicles, furniture and fixtures, documents, instruments, chattel paper, and general intangibles, and all proceeds (cash and non-cash) and products thereof of Debtor and all of Debtor's divisions, wherever located, including but not limited to Debtor's General Indicator Division, Redco Division, Kolux Division, Vega Precision Laboratories Division, All American Scoreboards Division, Melweb Signs Division, and Robintech Division, as referenced in Schedule A attached hereto and a part hereof.

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

RECORDED FEE 11.00
NOTARIAL COST \$108.33
OCT 20 86

Not subject to 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:

Robintech Incorporated

Maryland National
Industrial Finance Corporation

By Martin Moran
Signature(s) of Debtor(s)

By S.W. Gray Signature(s) of Secured Party(ies) VP

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

OR
CLERK

1986 OCT 20 AM 10:18

NOTARIAL
CLERK

The following types (or items) of property are covered:

1. All of the Debtor's accounts, contract rights, instruments, documents, chattel paper and general intangibles, whether secured or unsecured, now existing or hereafter created, and whether or not specifically sold or assigned to the Secured Party (the "Receivables").

2. All of the Debtor's inventory, whether now owned or hereafter acquired, including all goods (including finished goods and packing, packaging and shipping materials) which are held for sale or lease or which are to be furnished under contracts for services, or which have been so furnished or which are raw materials, work in process or materials used or consumed in the Debtor's business and all documents of title and negotiable and non-negotiable warehouse receipts representing any thereof (the "Inventory").

3. All of the Debtor's equipment, whether now owned or hereafter acquired, including all goods for use in the Debtor's business (including vehicles, machinery, furniture and trade fixtures) with all parts, equipment and attachments relating thereto (the "Equipment").

4. (a) All of the Debtor's right, title and interest in and to the goods and other property represented by or securing any of the Receivables, including, but not limited to, all returned, rejected or repossessed goods, the sale, lease or furnishing under contracts for service of which shall have given or shall give rise to any of the Receivables; (b) all of the Debtor's rights as a consignor, a consignee, an unpaid vendor, mechanic, artisan, or other lienor, including stoppage in transit, setoff, detinue, replevin and reclamation; (c) all additional amounts due to the Debtor from any Customer, irrespective of whether such additional amounts have been specifically assigned to the Secured Party; (d) all of the Debtor's right, title and interest in other property, including warranty claims, relating to any goods whatsoever given as security to the Secured Party; (e) if and when obtained by the Debtor, all guarantees, mortgages, security interests, assignments and other encumbrances on real or personal property, leases or other agreements or property securing or relating to the Receivables, the Inventory or the Equipment, or acquired for the purpose of securing and enforcing any of the Receivables; and (f) any other goods, personal property or real property now owned or hereafter acquired in which the Debtor has expressly granted a security interest or may in the future grant a security interest to the Secured Party under any agreement between the Secured Party and the Debtor.

5. All of the Debtor's ledger sheets, files, records, books of account, business papers and documents relating to the collateral referred to in items 1, 2, 3 and 4 above and item 6 below.

6. All proceeds and products of the collateral referred to in items 1, 2, 3, 4 and 5 above in whatever form, including, but not limited to: cash, deposit accounts (whether or not comprised solely of proceeds), certificates of deposit, insurance proceeds (including hazard, flood and credit insurance), negotiable instruments and other instruments for the payment of money, chattel paper, security agreements or documents, or proceeds of the sale, lease or other disposition of any and all of the Inventory.

As used herein, the term "Customer" shall mean and include the account debtor with respect to any of the Receivables and/or the prospective purchaser of goods, services or both with respect to any contract or contract right, and/or any party who enters into or proposes to enter into any contract or other arrangement with the Debtor, pursuant to which the Debtor is to deliver any personal property or perform any services.

Robintech Incorporated (Debtor)

By:

Martin Mozar

MARYLAND NATIONAL INDUSTRIAL
FINANCE CORPORATION

By:

S.W. Gray VP

S.W. Gray, Vice President

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

BOOK 504 PAGE 17

4016

FINANCING STATEMENT

1. Debtor:
PARK CENTRAL ASSOCIATES
A Maryland General Partnership

Address:
c/o Bruce S. Hughes
517 Benfield Road
Severna Park, Maryland 21146

264261

2. Secured Party:
SECOND NATIONAL BUILDING & LOAN, INC.

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

RECORD FEE 19.00
POSTAGE 50
SALES TAX 802.712720
OCT 20 86

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.

RECORDED IN THE
PUBLIC RECORDS

1986 OCT 20 PM 12:23

S. AUDREY COLLISON
CLERK



1900
50

(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 the business operated on the premises as commercial office space and a leasehold residence.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland.**

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A.**

Debtor:

PARK CENTRAL ASSOCIATES , A Maryland General Partnership

BY: *Bruce S. Hughes* (SEAL)
Bruce S. Hughes,

BY: *Mabel C. Hughes* (SEAL)
Mabel C. Hughes

BY: *Carl Zillig* (SEAL)
Carl Zillig

BY: *Patricia W. Zillig* (SEAL)
Patricia W. Zillig

BY: *Jack S. Feick* (SEAL)
Jack S. Feick

BY: *Lois A. Feick* (SEAL)
Lois A. Feick

GENERAL PARTNERS

Dated: June 26, 1986

MR. CLERK: Return to:

BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street
Annapolis, Maryland 21401
ATTN: David S. Bruce, Esq.

EXHIBIT "A"

PARCEL ONE

BEGINNING for the first and being known and designated as Lots 13, 14, 15, 16, 17, 18, 19 and 20, Block 41, as shown on the Plat entitled "Carrollton Manor" which plat is recorded among the Land Records of Anne Arundel County in Plat Book 9, folios 23 and 24. SAVING AND EXCEPTING, therefrom, however, all that part of the herein described property which was granted and conveyed by Deed dated March 22, 1973 and recorded among the Land Records of Anne Arundel County in Liber 2618, folio 652 unto Anne Arundel County, Maryland.

PARCEL TWO

BEGINNING for the second and being known and designated as Lots 9, 10, 11, 12, 21, 22 and 23, Block 41, as shown on the plat entitled "Carrollton Manor" which plat is recorded among the Land Records of Anne Arundel County, in Plat Book 9, folios 23 and 24.

As TO PARCEL ONE: Being the same lots of ground which by Deed dated March 1, 1976 and recorded among the Land Records of Anne Arundel County in Liber WGL 2837, folio 614, was granted and conveyed to Christopher C. Coile, and which by Deed dated June 26, 1986, was granted and conveyed by said Christopher C. Coile to PARK CENTRAL ASSOCIATES.

As TO PARCEL TWO: Being the same lots of ground which by Deed dated March 1, 1976 and recorded among the Land Records of Anne Arundel County in Liber WGL 2837, folio 596, was granted and conveyed to Christopher C. Coile, and which by Deed dated June 26, 1986, was granted and conveyed by said Christopher C. Coile to PARK CENTRAL ASSOCIATES.

Mailed to Secured Post

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$924,000.00

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

281357

DATE: *October 17*, 1986

FINANCING STATEMENT

- 1. Debtor: Address:
RIVA TRACE CORPORATION 2661 Riva Road
Suite 420
Annapolis, Maryland 21401
- 2. Secured Party: Address:
HOME FEDERAL SAVINGS BANK 122-128 West Washington Street
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

RECORD FEE 17.00
STAMP 50
OCT 20 1986

(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 OCT 20 PM 12:48
E. AUBREY COLLISON
CLERK

13

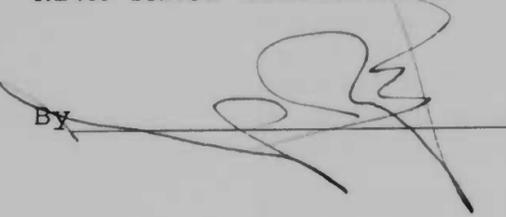


(d) all contract rights of and from the herein described property or any part thereof.

4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, 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.

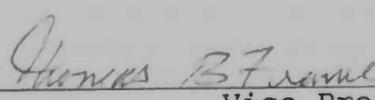
DEBTOR:

RIVA TRACE CORPORATION

By 

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By 
Vice President

RTFS180.161 K1

SCHEDULE A

BEING KNOWN AND DESIGNATED as Lots numbered 1 through 44, inclusive, as shown on the Plat entitled, "Resubdivision of Reserve Parcel 'B', Riva Trace Planned Unit Development, Section 2, Recorded in Plat Book 99, Page 3 & 4, Winter's Chase", which Plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 100, pages 42 and 43.

BEING PART of the property which by Deed dated January 27, 1984, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber EAC 3691, folio 553, was conveyed by The Habonim Camp Association Company, Inc., to Riva Trace Corporation.

Mailed to Secured Party

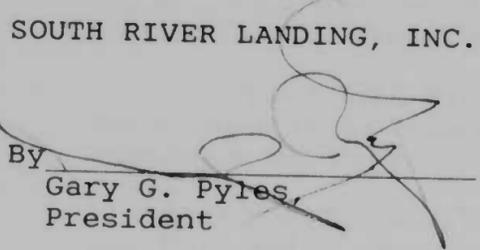
Guarantor to RICHARD W. PHOEBUS and THOMAS B. FRAME, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by Gary G. Pyles to Home Federal Savings Bank, and are deemed by said Deed of Trust to be part of the hereinafter described 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. In addition, the real estate shall be deemed to include additional lots later acquired by Guarantor and encumbered by the lien of the Deed of Trust as the same may be supplemented from time to time.

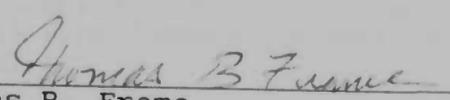
GUARANTOR:

SOUTH RIVER LANDING, INC.

By 
Gary G. Pyles,
President

SECURED PARTY:

HOME FEDERAL SAVINGS BANK

By 
Thomas B. Frame,
Vice President

DEED116.161

BEING KNOWN AND DESIGNATED as Unit 1180, as shown on the plat entitled, "Section XI (Third Section Recorded) South River Landing, A Condominium" recorded among the Condominium Plat Records of Anne Arundel County in Plat Book E-22, pages 27 and 28; and Unit 370, as shown on the plat entitled "Sections III-A, V, VI, VII, and VIII (Sixth Through Tenth Sections Recorded) South River Landing, A Condominium, recorded among the Condominium Plat Records of Anne Arundel County in Plat Book 28, pages 28 through 33, inclusive.

BEING PART of the property which by Deed dated July 23, 1982, and recorded among the Land Records of Anne Arundel County in Liber WGL 3505, folio 886, was conveyed by Tog Investment Corporation, a Maryland corporation, unto South River Landing, Inc., a Maryland corporation.

TOGETHER WITH all riparian rights appurtenant to the aforesaid property, including without limitation all riparian rights described in paragraph 12.C of a Declaration for South River Landing Condominium dated October 27, 1982, and recorded among the aforesaid Land Records in Liber 3528, folio 381.

AND TOGETHER WITH all condominium Units in the aforesaid property and all rights in the common elements of South River Landing Condominium belonging to said Units and/or the owner thereof.

AND TOGETHER WITH all rights, and subject to all duties, belonging to said Units and/or the owner thereof under (i) a Declaration of Covenants, Restrictions and Affirmative Obligations dated October 27, 1982, and recorded among said Land Records in Liber 3528, folio 225 (ii) a Declaration for South River Landing Condominium dated October 27, 1982, and recorded among the said Land Records in Liber 3528, folio 381, (iii) By-Laws of South River Landing Condominium recorded among said Land Records in Liber 3528, folio 247, and (iv) all plats for South River Landing Condominium recorded among said Land Records (all of said documents together with the aforesaid plats being hereinafter collectively called the "Condominium Documents").

GRANTOR (which was and is the "developer" of the property covered by the Condominium Documents), for itself, its successors and assigns, hereby grants, conveys, and assigns to the holder of the Note and to the purchaser of any of the aforesaid Units at any foreclosure sale under the Deed of Trust to which this Schedule A is attached, and their respective successors and assigns, full right and power, either as attorney-in-fact for Grantor and/or as a successor "developer" of any condominium Units covered by this Deed of Trust, to exercise all powers of the developer, including without limitation the granting of all approvals and/or the denial thereof, required or permitted under the Condominium Documents with respect to said Units, following the occurrence of an event of default under the Note, Deed of Trust, or any other related loan documents. Prior to the occurrence of an event of default, Grantor may exercise all powers of the developer with respect to such Units with the prior written consent of the holder of the Note, which consent shall not be unreasonably withheld. The foregoing grant of powers, being coupled with an interest, shall be irrevocable unless and until the Note has been paid and satisfied (without a foreclosure sale of any of said Units having taken place).

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264263

ANNE ARUNDEL COUNTY, MD DOVER 85

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

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

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

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

1. DEBTOR

Name Donner, Lon A.

Address 1913 Hidden Meadow Lane/Annapolis, MD 21401

2. SECURED PARTY (see attachment for additional debtors)

Name Marine Midland Bank, N.A.

Address 140 Broadway, 7th Floor

NY, NY 10015

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

3. Maturity date of obligation (if any) _____

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

The Equipment described on Exhibit B hereto in which Debtor has an undivided interest as tenant in common subject to the security interest described on Exhibit A hereto.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CURLAN R. MCNEILY, ATTORNEY IN FACT FOR ANTHONY W. ESERNIA
PRESIDENT, DOVER ASSET GROUP, INC. (agent for debtors)

TITLE: _____
(Signature of Debtor)

MARINE MIDLAND BANK, N.A.

Type or Print Above Name on Above Line

(Signature of Debtor)

TITLE: (Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line



1986 OCT 20 PM 2:47
E. AUBREY COLLISON
CLERK

603-50

BOOK 504 PAGE 27

CO-OWNERS

SS #'s

NO. OF UNITS

Mr. Edward P. Monaghan
1284 Richie Highway
Arnold, MD 21012

214-54-3080

1

EXHIBIT A

Debtor's interest in the Equipment is subject to a security interest in favor of Dover Asset Group, Inc. pursuant to the Investor Security Agreement dated as of 12/30/85 which security interest was assigned to Finalco, Incorporated pursuant to the Assignment of Security Agreement effective as of February 20, 1986 which security interest was assigned to the Secured Party, Marine Midland Bank, N.A., pursuant to the Term Loan Agreement dated as of June 27, 1986.

Doc 5
(74)

SCHEDULE A

BOOK 504 PAGE 29

I. EQUIPMENT:

The following equipment is manufactured by International Business Machines Corporation :

Equipment Schedule 831038

<u>Machine/Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
3380 - AA4	Disk Storage & Control	172	1
3380 - B04	Disk Storage & Control	222	1
3380 - B04	Disk Storage & Control	450	1
3380 - B04	Disk Storage & Control	450	1
3380 - AA4	Disk Storage & Control	1210	1

Equipment Location:

American Hoechst Corporation
Route 202-206 North
Somersville, NJ 08876

SCHEDULE A

I. EQUIPMENT

The following equipment is manufactured by International Business Machines Corporation:

Schedule Number 841325

<u>Machine-Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
3880 - 003	Control Unit		1
3880 - 8170	Two Channel Switch		1
3880 - 6550	Speed Match Buffer		2
3380 - AA4	Disk Storage & Control		1
3380 - B04	Disk Storage		1
3380 - B04	Disk Storage		1
3380 - B04	Disk Storage		1
3380 - B04	Disk Storage		1

Location of Equipment: The Chesapeake and Potomac Telephone Company
Fairland Data Center I
13101 Columbia Pike
Silver Spring, Maryland 20904

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	Northern Telecom PBX Phone System		
<u>Common Equipment</u>			
9 Perp Shelves Capacity	Common Equipment Cabinet		1
	Central Processing Unit		1
64 K words each	Memory Cards		3
60 time slots	Network Cards		3
	Conference/Network Cards		1
2 ports each	Serial Data Interface Cards		1
	Tape Drive Unit with Generic <u>711</u>		

Equipment Location: Federal Express Corporation
4702 Travis
Houston, TX 77002

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
<u>Peripheral Equipment</u>			
	Perp A shelf assembly (10 card capacity)		<u>2</u>
	P.E. cards as follows:		

<u>Description</u>	<u>Circuits per card</u>	<u>Cards</u>	<u>Equipped Circuits</u>	<u>Wired Circuits</u>
Attendant Console	1			
SL-1 Station Cards	4	5	20	20
2500 Station Cards	4	1	4	4
2500 w/ Message Waiting	4			
OPX Station Cards	4			
C.O. Trunk Cards	2	9	18	18
DID Trunk Cards	2			
TIE Trunk Cards/2 wire	2			
TIE Trunk Cards/4 wire	2			
PAGE Trunk Cards	2	1	2	2
RAN Trunk Cards	4	1	4	4
Digitone Receiver Cards	1	2	2	2
DICTATION Trunk Cards	2			

Equipment Location: Federal Express Corporation
4702 Travis
Houston, TX 77002

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
<u>Special Application Hardware</u>			
	Gas Tube Protection for <u>25</u> C.O./OPX circuits		<u>1</u>
	* Modem for Remote Access		<u>1</u>
<u>Station and Other Equipment</u>			
	SL-1 Electronic Key Telephones		<u>20</u>
	Single Line Touch-Tone Telephones - Desk		<u>4</u>
	Companion III Speakerphone with CCK1		<u>1</u>
	3 Pair non/Teflon Station Cables		<u>24</u>
	35 Watt Paging Amplifier		<u>1</u>
	Paging Horns		<u>3</u>
	Paging Speakers		<u>4</u>

Equipment Location: Federal Express Corporation
4702 Travis
Houston, TX 77002

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
	<u>Special Application Software</u>		
	Recorded Ann. Intercept		1
	Time and Date		1
	Make Set Busy		1
	End-to-End Signaling		1
	Advanced Station Features		1
	ACD Base		1
	Automatic Call Distributor - A		1
	2500 Set Features		1
	Digit Display on SL-1 Sets		1
	Office Data Administration		1
	Dial Intercom		1

Equipment Location: Federal Express Corporation
4702 Travis
Houston, TX 77002

SCHEDULE A

BOOK 504 PAGE 38

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	Northern Telecom PEX Phone System		

Equipment Location: Federal Express Corporation
Chicago Customer Service Center
2500 East Devon
Hamilton Lakes Office Building D
Itasca, IL 60142

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-IM	Northern Telecom PBX Phone System		

Equipment Location: Federal Express Corporation
27700 Northwestern Highway
Southfield, Michigan 48034

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	Northern Telecom PBX Phone System		
880 SL1-1	Prepackage SL-1M Executive System, consisting of the following total quantities:		1
QPC61	SL-1 Line Cards		10
QPC61	SL-1 Console Card		1
QPC219	CO/FX/WATS Trunk Cards		11
QPC237	4-Wire E&M Trunk Cards		4
QPC79	Digitone Receivers		2
QPC139	Dual SDI Cards		2
NEA25MQ2	SDI Cables (16Pt.)		2
NEA25MQ3	SDI Cable (CDR)		1
QPC51	64K Memory Cards		3
856SL1-1	Network Assembly (1200ccs)		1
QPC362	Conference/Network		1
QPC197	Tone & Digit Switch		1
QCW4	Digit Display Console		1
NEA18QA	Intercabinet Cables		4
853SL1-1	Perp "A" Shelf Assemblies		2
QSD31	Perp "B" Shelf		2
QPC190	5/12 Converter Pack		1
QSU60	SL-1 Sets		24
QSU60	SL-1 Maintenance Set		1
2500PM	E-2500 (PM) Sets with cords		8
QQA4	Power Fail Transfer Unit		1
PO547127	24-V Power Transformer		1
QBL15	Battery Distribution Box		1

Equipment Location: Federal Express Corporation
1281 Main St.
Stamford, Connecticut 06902

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
MVC01243 LA12 TSS32A	Battery Cable Battery Supply 103JMGDC Modem Teletype with Ribbon and Stand 4 Wire Trunk Test Unit (Northeast Electronics)		
<u>Features Provided</u>			
580 SL1-1	Basic Generic 711 Program		
550 SL1-1	Advanced Station Features (SL-1 Sets) (Autodial, Call Forward, Override, Ring Again, Speed Call, Voice Call)		
552 SL1-1	Call Detail Recording List		
656 SL1-1	2500 Set Features (Call Forward, Hold, Speed Call)		
674 SL1-1	ODAS		
652 SL1-1	Dial Intercom		
556 SL1-1	DISA		
593 SL1-1	History File		
730 SL1-1	Feature Package I (Recorded Announcement Software, Time & Date, End-to-End Signaling, Make Set Busy, Digit Display Software for SL-1 Sets)		

Equipment Location: Federal Express Corporation
1281 Main St.
Stamford, Connecticut 06902

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
273995T1 2554QH	WALL SET-ASH 2554QWRG6355		100
250318T2 QPC60	SL1 QPC60B-K SYS ALL		
247691T7 QHT1	SL1 QHT1C-D SYS ALL		
276722T5 QSU3	SL1 QSU3CQMC SYS ALL		
620278S5 BUTTN	GROUNDING PUSHBTN 181973-101		
599950T4 FACENAT	GROUND START BRACKETS		
239445T3 QUS1C	PKG FOR 2500 (BLUE ON CLEAR)		
256690T9 QK01	COMPANION 3 HANDSFREE ASH		
515934T6 P0515334	HANDSFREE INTERFACE KIT		
421521S3 RINGER	WALL BRACKET (SL-1 SET)		
460308S0 CORD-H	CHIME RINGER SE400 IVY		
265852T4 QPC219	HANDSET CORD 12FT ASH S/S		37
595840T1 SAFETY	SL1 QPC219A-B SYS ALL		
314013T7 CABLE	BATTERY ROOM SAFETY KIT		
260551T6 QPC187	CABLE 3PR 24GA TEFLON		
	SL1 QPC157A-C SYS ALL		1

Equipment Location: Federal Express Corporation
1081 Main St.
Stamford, Connecticut 06902

SCHEDULE A

BOOK 504 PAGE 41

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-IM	Northern Telecom PBX Phone System		1
	<u>Common Equipment</u>		
	Common Equipment Cabinet 9 Perp Shelves Capacity		<u>1</u>
	Central Processing Unit (1 Max.)		<u>1</u>
	Memory Cards, 64K words each (3 max.)		<u>3</u>
	Network Cards, 60 time slots each (6 max.)		<u>1</u>
	Conference/Network Cards (1 max.)		<u>1</u>
	Serial Data Interface Cards, 2 ports each (3 max.)		<u>1</u>
	Tape Drive unit with Generic <u>711</u>		<u>1</u>

Equipment Location: Federal Express Corporation
Gulf District Office
1001 W. Loop South
The Arboretum
Houston, TX 79024

SCHEDULE A

BOOK 504 PAGE 42

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
------------------------------	--------------------	----------------------	-----------------

Peripheral Equipment

1

Perp A shelf assembly (10 card capacity)

P.E. cards as follows:

<u>Description</u>	<u>Circuits per card</u>	<u>Cards</u>	<u>Equipped Circuits</u>
Attendant Console	1		
SL-1 Station Cards	4	5	20
2500 Station Cards	4	2	8
2500 w/ Message Waiting	4		
OPX Station Cards	4		
C.O. Trunk Cards	2	10	20
DID Trunk Cards	2		
TIE Trunk Cards/2 wire	2		
TIE Trunk Cards/4 wire	2		
PAGE Trunk Cards	2		
RAN Trunk Cards	4		
Digitone Receiver Cards	1	2	2
DICTATION Trunk Cards	2		

Equipment Location: Federal Express Corporation
Gulf District Office
1001 W. Loop South
The Arboretum
Houston, TX 79024

SCHEDULE A

BOOK 504 PAGE 43

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	<u>Special Application Hardware</u>		
	Gas Tube Protection for <u>25</u> C.O./OPX circuits		<u>1</u>
	* Modem for Remote Access		<u>1</u>
	Maintenance phone - Switch room		
	<u>I</u> SL-1 with Digit Display		
	SL-1 without Digit Display		
	Power Failure Transfer per 12 C.O. trunks		1
	<u>Station and Other Equipment</u>		
	SL-1 Electronic Key Telephones		<u>17</u>
	Single Line Touch-Tone Telephones - Desk with Power Failure Button		<u>2</u>
	Single Line Touch-Tone Telephones - Wall with Power Failure Button		<u>3</u>
	Companion III Speakerphones		<u>3</u>
	3 Pair Non-Teflon Station Cables		<u>23</u>
	Mits Bells		<u>2</u>
	Long Handset Cords		<u>23</u>
	SL-1 Jackset		<u>1</u>

Equipment Location: Federal Express Corporation
Gulf District Office
1001 W. Loop South
The Arboretum
Houston, TX 79024

SCHEDULE A

BOOK 504 PAGE 44

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	<u>Special Application Software</u>		
	Advanced Station Features		_____
	Make Set Busy		_____
	2500 Set Features		_____
	Digit Display on SL-1 Sets		_____
	Office Data Administration		_____
	Dial Intercom		_____
	Recorded Ann. Intercept		_____
	Time and Date		_____
	History File		_____
	End-to-End Signalling		_____

Equipment Location: Federal Express Corporation
Gulf District Office
1001 W. Loop South
The Arboretum
Houston, TX 79024

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-IM	Northern Telecom Pbx Phone System		
880 SL1-1	Prepackage SL-1M Executive System, consisting of the following total quantities:		1
QPC61	SL-1 Line Cards		10
QPC61	SL-1 Console Card		1
QPC219	CO/FX/WATS Trunk Cards		11
QPC237	4-Wire E&M Trunk Cards		4
QPC79	Digitone Receivers		2
QPC139	Dual SDI Cards		2
NEA25MQ2	SDI Cables (16Ft.)		2
NEA25MQ3	SDI Cable (CDR)		1
QPCS1	64K Memory Cards		3
856SL1-1	Network Assembly (1200ccs)		1
QPC362	Conference/Network		1
QPC197	Tone & Digit Switch		1
QCN4	Digit Display Console		1
NEA18QA	Intercabinet Cables		4
853SL1-1	Perp "A" Shelf Assemblies		2
QSD31	Perp "B" Shelf		2
QPC190	5/12 Converter Pack		1
QSU60	SL-1 Sets		24
QSU60	SL-1 Maintenance Set		1
2500FM	E-2500 (FM) Sets with cords		8
QUA4	Power Fail Transfer Unit		1
PO547127	24-V Power Transformer		1
QBL15	Battery Distribution Box		1

Equipment Location: Federal Express Corporation
460 Gulph Rd.
King of Prussia, PA 19406

SCHEDULE A

BOOK 504 PAGE 46

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
MVC01243	Battery Cable		100Ft.
LA12	Battery Supply		4Hr.
TSS2A	103JMGDC Modem		1
	Teletype with Ribbon and Stand		1
	4 Wire Trunk Test Unit (Northeast Electronics)		1
	<u>Features Provided</u>		
580 SL1-1	Basic Generic 711 Program		
550 SL1-1	Advanced Station Features (SL-1 Sets) (Autodial, Call Forward, Override, Ring Again, Speed Call, Voice Call)		
552 SL1-1	Call Detail Recording List		
656 SL1-1	2500 Set Features (Call Forward, Hold, Speed Call)		
674 SL1-1	ODAS		
652 SL1-1	Dial Intercom		
556 SL1-1	DISA		
593 SL1-1	History File		
730 SL1-1	Feature Package I (Recorded Announcement Software, Time & Date, End-to-End Signaling, Make Set Busy, Digit Display Software for SL-1 Sets)		
JCO#A4338			
254782T5 (QKN1)	Headset Interface Kit		10
547127T9 (POS47127)	Power Transformer 24V		6
256690T8 (QKK1)	Handsfree Interface Kit		5
239445T8 (QUS1C)	Companion 3 Handsfree Ash		6
268802T4 (QPC219)	CO/FX/TRUNK w/MSG REG DETECT		1

Equipment Location: Federal Express Corporation
460 Gulph Rd.
King of Prussia, PA 19406

SCHEDULE A

BOOK 504 PAGE 47

I. EQUIPMENT:

The following equipment is manufactured by ITT Business Communications Corporation :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
EKS 701	5L ASH TT		1

Equipment Location:

Federal Express Corporation

6167 Bristol Parkway

Culver City, CA 90230

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by ITT Business Communications Corporation :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
701	EKS Telephone System consisting of:		
	Desk Phones		3
	Business Lines		3
	Runs of Teflon Cable		3
	9' Long Koil Kords		3
	Precable		1

Equipment Location: Federal Express Corporation
17801 Main St.
Irvine, CA 92714

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by Ultracom

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
1220	Ultracom Telephone System		
	Consisting of:		
820	KEY SERV UNIT-EROU-C		1
820	POWER SUPPLY		1
ECPU-B	COMMON CARD		1
ETSU-D	TONE CARD		1
E1CU-B	COMMON CARD		1
EDTU-A	COMMON CARD		1
ECMU-D	MEMORY CARD 820		1
ECOU-C	LINE CARD		3
ESTU-C	STATION CARD		2
1236	TELEPHONES		3
402	WHITE SPEAKERPHONE		1
2260	TELEPHONE		5
EPFU-A	POWER FAILURE CD.		1

Equipment Location: Federal Express Corporation
6407 West Imperial Highway
Olympic Command Center
Los Angeles, CA 90045

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
10 Button MET	AT&T Telephone System		
3100-TWR	TELSET TT WALL T REST		1
3100-1TD	SET TT DESK		1
31016	EXTERNAL RINGER-LOUD		1
31019	EXTERNAL RINGER		3
3140-010	MET 10 BUT ECTS		1

Equipment Location: Federal Express Corporation
Ontario Airport Freight
Ontario, CA 92761

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Comkey 416	AT&T Telephone System		
2772-AA1	WRG/CK 416/FQL/STD1		5
3134-SAT	CK416 STA SET-BASIC		3
6040-416	COMKEY416 C/E SET		2

Equipment Location:

Federal Express Corporation
4009 Ventnor Avenue
Suite 617
Aspen, Colorado 81611

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by ITT Business
Communications Corporation :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
BCC	ITT Telephone System consisting of:		
701	KSU		
	TT Desk Sets		3
	25' Long Koil Kords		3

Equipment Location: Federal Express Corporation
225 17th Avenue
Denver, Colorado 80290

SCHEDULE A

BOOK 504 PAGE 53

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Comkey 416	AT&T Telephone System		
2772-AA1	WRG/CK 416/FQL/STD1		5
3134-SAT	CK416 STA SET-BASIC		3
6040-416	COMKEY416 C/E SET		2

Equipment Location:

Federal Express Corporation
2800 H. Road, Walker Field, HRZ
Grand Junction, Colorado 81502

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Horizon VS	AT&T Telephone System		
3100-TTR	TELSET TT TOLL RESTR		4
3100-TWR	TELSET TT WALL T REST		2
31019	EXTERNAL RINGER		5
3120-02W	4A SPEAKERPHONE		1
3140-010	MET 10 BUT ECTS		2
31400	SPKR PHN ADJ DIAL ASMB		1
62105	MET STA CKT PACK		1
62106	AUX CIRCUIT PACK		2
62107	TOLL REST CKT PACK		1
62108	CO/PBX LOOP PACK		2
3140-010	MET 10 BUT ECTS		6
3140-030	MET 30 BUT CNT ANS		1
51001	SPEAKER-15W		2
---	ENCLOSURE-CYLINDER		1
5322-101	VOICE PAGING 100W		1
6201-900	HORIZON VS+ SYSTEM		1
62105	MET STA CKT PACK		2
62106	AUX CIRCUIT PACK		1
62108	CO/PBX LOOP PACK		2
62118	CAU W/O TAPE		1
62134	LOUDSPKR PAGE ACCESS		2
62135	MUSIC PAGING ACCESS		1

Equipment Location: Federal Express Corporation
5375 NW 159th St.
Hialeah, FL 33014

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by ITT Business Communications Corporation :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
BCC	ITT Telephone System consisting of:		
701	KSU		1
	TT Phones		2
	25' Long Koil Kords		2

Equipment Location: Federal Express Corporation
301 West Bay St.
Jacksonville, FL 32202

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Horizon VS	AT&T Telephone System		
31019	Consisting of:		7
3140-010	EXTERNAL RINGER		15
51002	MET 10 BUT ECTS		2
53000	SPEAKER-4W		12
5322-700	SPEAKER-DESKTOP		1
58000	VOICE PAGING 35W		1
6201-900	V/P TALK BACK CTL CD		1
62105	HORIZON VS+ SYSTEM		4
62106	MET STA CKT PACK		1
62108	AUX CIRCUIT PACK		2
62118	CO/PBX LOOP PACK		1
62132	CAU W/O TAPE		1
	DIAL DICTATION JACK		1
	SUITE 420		1

Equipment Location: Federal Express Corporation
6204 Benjamine Road
Suite 211
Tampa, FL 33614

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
HORIZON	AT&T Telephone System		2
31019	EXTERNAL RINGER		7
3140-010	MET 10 BUT ECTS		1
6201-900	HORIZON VS+ SYSTEM		3
62105	MET STA CKT PACK		1
62106	AUX CIRCUIT PACK		2
62108	CO/PBX LOOP PACK		1
62118	CAU W/O TAPE		1
62132	DLAL DICTATION JACK		1

Equipment Location: Federal Express Corporation
6302 Benjamine Rd.
Suite 402
Tampa, FL 33614

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by TIE/Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
1236	TIE Meritor Telephone System		1
	Consisting of:		3
	Common Equipment		3
	C.O. Line and Cord (4 lines, 1 cord)		3
	Station Cords (4 stations, 1 cord)		10
	Meritor 1236 Telephone Sets		1
	Power Failure Transfer Cords		1
	EROU-C Cord		1
	Private Line Cord		---
	Meritor 1236 Telephone Set		---
	Meritor Speakerphone		---
	Headset Jacks		---

Equipment Location: Federal Express Corporation
4824 Old National Highway
Atlanta, GA 30337

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by TIE/Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
1236	TIE Meritor Telephone System		1
	Consisting of:		10
	Common Equipment		2
	1236 Meritor Telephone		3
	Line Cords (4 lines, 1 cord)		1
	Station Cords (4 stations, 1 cord)		1
	External Page Cord		1
	Power Failure Transfer Cord		1
	Memory Dial Cord		---
	Lightning Protection on AC		

Equipment Location: Federal Express Corporation
1222 Travis Field Road
Savannah, GA 31406

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by ITT Business Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
BCC	ITT Telephone System Consisting of: HULA 100 Watt Amp Mike Preamp VRH10 VRE8 VRB6 VRC3 B-VRB4 VRH8-IT Horn		1 10 2 3 2 1

Equipment Location: Federal Express Corporation
700 West Erie
Chicago, IL 60610

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Horizon Bt	AT&T Telephone System		
62105	MET STA CKT PACK		2
3100-TWR	TELSET TT WALL T REST		1
3141-B1S	10B MET BLT N SPKRPH		8
6202-900	HORIZON B+ SYSTEM		1
62101	HORIZON SUPPL EQP		1
62105	MET STA CKT PACK		3
62106	AUX CIRCUIT PACK		7
62108	CO/PBX LOOP PACK		3

Equipment Location: Federal Express Corporation
1626 Colonial Parkway
Inverness, IL 60067

SCHEDULE A

BOOK 504 PAGE 62

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
6202-900	HORIZON B+ SYSTEM		1
62105	MET STA CKT PACK		5
62106	AUX CIRCUIT PACK		2
62108	CO/PBX LOOP PACK		3
3100-1TD	SET TT DESK		1
3124-181	JACK SET MET & CK416		12
3140-010	MET 10 BUT ECTS		12
3141-B1S	10B MET BLT N SPKRPH		1
62132	DIAL DICTATION JACK		1
62135	MUSIC PAGING ACCESS		1

Equipment Location:

Federal Express Corporation
1996 University Lane
Lisle, IL 60532

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by ITT Business Communications Corporation :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
BCC	ITT Telephone System consisting of:		
701	Control Unit		1
	Teltouch Phones		3
	25' Long Koil Kords		3

Equipment Location: Federal Express Corporation
6600 College Blvd.
Overland, Kansas 66211

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by AT&T Information
Systems, Inc. :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
HORIZON	AT&T Telephone System		
51001	SPEAKER-15W		2
52010	ENCLOSURE-CYLINDER		1
5322-700	VOICE PAGING 35W		1
56121	SPEAKER KIT-LOUVERED		1
56150	SPEAKER KIT-WALL		2
2772-FA1	WRG/HORIZON/FQL/STD1		21
2772-ZA1	WRG/MISC#2/FQL/STD1		5
3100-TTR	TELSET TT TOLL RESTR		1
3100-TWR	TELSET TT WALL T REST		4
31019	EXTERNAL RINGER		2
3122-001	STARSET 11 STD HDST		6
3124-181	JACK SET MET&CK416		6
3140-010	MET 10 BUT ECTS		5
3140-011	MET 10 BUT BLF		7
3141-B1S	10B MET BLT N SPKRPH		2
6201-900	HORIZON VS+ SYSTEM		1
62105	MET STA CKT PACK		1
62106	AUX CIRCUIT PACK		1
62107	TOLL REST CKT PACK		1
62108	CO/PBX LCOP PACK		1
62108	CO/PBX LCOP PACK		3
62110	OPT NON-MET AUX PK		1
62105	MET STA CKT PACK		3
62113	EXTENDED STA CKT PK		1
62132	DIAL DICTATION JACK		1

Equipment Location: Federal Express Corporation
4403 Kiln Court
Louisville, Kentucky 40218

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Comkey 416	AT&T Telephone System		
2772-AA1	WRG/CK 416/FQL/STD1		6
3134-SAT	CK416 STA SET-BASIC		4
6040-416	COMKEY416 C/E SET		2

Equipment Location: Federal Express Corporation
Standiford Field Air Cargo
Louisville, Kentucky 40209

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by TIE/Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
2260	TIE Meritor Telephone System		
	Consisting of:		
	Common Equipment, CPU and Power Supply Set		1
	C.O. Line Cards (4 lines/cord)		4
	Station Cards (4 stations/card)		5
	Meritor 2260 Telephone Sets (13 desk, 5 wall)		18
	Direct Station Selection Console		1
	Power Failure Transfer Card		1
	External Paging Card		1
	External Speakerphone		2
	Paging Amplifier (60 watt)		1
	Paging Horns		3
	Speed Dialing (60 station memory)		---
	Lightning Protection on AC		---
	Headset Jacks		7

Equipment Location:

Federal Express Corporation
 1126 Executive Park Ave.
 Baton Rouge, LA 70806

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
31019	External Ringer		4
3124-181	Jack Set MET&CK416		1
3140-010	Met 10 BUT ECTS		8
31400	SPKR PHN ADJ DIAL ASMB		1
6201-900	HORIZON VS+ SYSTEM		1
62105	MET STA CKT PACK		2
62107	TOLL REST CKT PACK		1
62108	CO/PBX LOOP PACK		3
62118	CAU W/O TAPE		1
3120-02W	4A Speakerphone		1
62105	Met Sta Ckt Pack		1

Equipment Location: Federal Express Corporation
105 Turn Row
Lafayette, LA 70508

SCHEDULE A

BOOK 504 PAGE 68

I. EQUIPMENT:

The following equipment is manufactured by Ultracom

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
2236	Ultracom Telephone System consisting of: T. T. Telephones - 22 Buttons Set Speaker Phone Live Jack 35W Amplifier Wall Speakers		18 1 1 1 9

Equipment Location:

Federal Express Corporation
260 Needham St.
Newton, MA 02164

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by ITT Business Communications Corporation

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
BCC	ITT Telephone System		3
701	Consisting of: Control Unit TelTouch Phones 25' Long Koil Kords		3

Equipment Location: Federal Express Corporation
7701 Forsyth Road
Suite 205
Clayton, Missouri 63105

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by TIE/Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
612	TIE Meritor Telephone System Consisting of:		
	612 KSU 1A2 E with MDF + AC Protection		1
	Meritor 612 Telephones (3 desk and 3 wall sets)		6

Equipment Location: Federal Express Corporation
1155 South Gloster St.
Tupelo, Mississippi 38802

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by ITT Business Communication Corporation :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
BCC	ITT Telephone System		
	701 Control Unit		1
	TT Phones		3
	25' Long Koil Kords		3

Equipment Location:

Federal Express Corporation
24200 Chargin St., Suite 110
Beachwood, Ohio 44122

SCHEDULE A

BOOK 504 PAGE 72

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Comkey 416	AT&T Telephone System		
3134-SAT	CK416 STA SET-BASIC		2
6040-416	COMKEY416 C/E SET		2

Equipment Location: Federal Express Corporation
2900 25th St., Southeast
Salem, Oregon 97302

SCHEDULE A

BOOK 504 PAGE 73

I. EQUIPMENT:

The following equipment is manufactured by ITT Business Communications Corporation :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
BCC	ITT Telephone System		
	Consisting of:		
701	Control Unit		
	Teltouch Phones		3
	25' Long Koil Kords		3

Equipment Location: Federal Express Corporation
519 Grant
Pittsburgh, PA 15219

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by TIE/Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
EK1236	Ivory Phone - Meritor E-STU-C		

Equipment Location:

Federal Express Corporation
3394 Winchester Rd.
Memphis, TN 38131

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by TIE/Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
820	TIE Meritor Telephone System Consisting of:		
	Common Equipment, CPU Power Supply Set		1
	C.O. Line Cards (4 circuits/card)		3
	Station Cards (4 circuits/card)		4
	EK 1236 Telephone Sets		13
	Power Failure Transfer Card		1
	EROUC-C Card		1

Equipment Location:

Federal Express Corporation
2909-2935 Democrat
Memphis, TN 38118

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by Federal Express Corporation

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
820	TIE Meritor Telephone System Consisting of:		
	Common Equipment		1
	C.O. Line Cords (4 lines, 1 cord)		2
	Station Cords (4 stations, 1 cord)		4
	Meritor 1236 Telephone Sets		15
	External Paging Cord		1
	Wired Locations		2

Equipment Location:

Federal Express Corporation
2742 Winchester Road, Hanger #5
Memphis, TN 38116

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by TIE/Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
820	TIE Meritor Telephone System		
	Consisting of:		
	Common Equipment		1
	C.O. Line Cords (4 lines/1 cord)		2
	Station Cords (4 Stations/1 cord)		1
	Meritor 820 Telephone Sets		2
	Power Failure Transfer Cord		1
	External Page Cord		1

Equipment Location: Federal Express Corporation
1300 South Frayser
Conroe, TX 77301

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by TIE/Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
1236	TIE Meritor Telephone System Consisting of:		
	Common Equipment		1
	C.O. Line Cords (4 lines, 1 cord)		2
	Station Cords (4 stations, 1 cord)		4
	Meritor 1236 Telephone Sets		15
	Power Failure Transfer Cord		1
	Speed Dialing (36 station memory)		---
	Lightning Protection on AC		---

Equipment Location: Federal Express Corporation
3484 West 12th St.
Houston, TX 77008

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by ITT Business
Communications Corporation :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
BCC	ITT Telephone System		
701	Control Unit		2
	Teltouch Phones		2
	25' Long Koil Kord		

Equipment Location: Federal Express Corporation
5455 North McArthur
Irving, TX 75060

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Horizon VS	AT&T Telephone System		
3140-010	MET 10 BUT ECTS		1
3100- TWR	TELSET TT WALL T REST		2
31019	EXTERNAL RINGER		2
31020	118A FREQ GENERATOR		1
3124-181	JACK SET MET & CK416		2
3140-010	MET 10 BUT ECTS		4
3140-010	MET 10 BUT ECTS		---
3140-011	MET 10 BUT BLF		8
3140-030	MET 30 BUT CNT ANS		1
51001	SPEAKER-15W		1
5322-700	VOICE PAGING 35W		1
6201-900	HORIZON VS+ SYSTEM		1
62105	MET STA CKT PACK		4
62106	AUX CIRCUIT PACK		1
62107	TOLL REST CKT PACK		1
62108	CO/PBX LOOP PACK		3
62110	OPT NON-MET AUX PK		1
62118	CAU W/O TAPE		1
62134	LOUDSPKR PAGE ACCESS		1
62143	HOR 40B SEL CONSOLE		1

Equipment Location: Federal Express Corporation
758 Isom Rd.
San Antonio, TX 78216

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by ARUS Corporation

Equipment Schedule 841264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
LWC 500-60	60 Port Teleconferencing System 4 wire E&M type 1 w/PBX levels in and out that contains:		1
---	Master Teleconferencing Control Shelf		1
LW-013	Shelf		1
LW-250	Common Control		1
LW-251	Power Card		1
LW-255	Port Cards		3
---	23 Port Teleconferencing Extender Shelves		3
LW-013	Shelves		9
LW-250	Common Control Cards		3
LW-251	Power Cards		3
LW-255	Port Cards		3
LW-253	4 wire TDM Port Cards		60
LC-4	4 wire E&M Access Cards		21
LH-LA1	AGC Receive Amplifiers		60

Equipment Location:

Federal Express Corporation
Olympic Command Center
Los Angeles International Airport
Los Angeles, CA 90045

SCHEDULE A

BOOK 504 PAGE 82

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	Northern Telecom Phone System which includes: Common Equipment Cabinet 9 Perp Shelves Capacity Central Processing Unit (1 max.) Memory Cards, 64K words each (3 max.) Network Cards, 60 time slots each (6 max.) Conference/Network Cards (1 max.) Serial Data Interface Cards, 2 ports each (3 max.) Tape Drive Unit with Generic 711 Perp A shelf assembly (10 card capacity)		1 1 3 1 1 1 1 2
SL-1	P.E. cards as follows: Station Cards 2500 Station Cards C.O. Trunks Page Trunk Cards Digitone Receiver Cards Modem for Remote Access Maintenance phone - Switch room		6 2 9 1 2 1 1
SL-1	Digit Display Power Failure Transfer per 12 C.O. Trunks		1 1
SL-1	Electronic Key Telephones		19
SL-1	Digit Display Telephones Single Line Touch-Tone Telephones - Desk with Power Failure Button - Ash		1 3

Equipment Location:

Federal Express Corporation
7336 Aviation Place
Dallas, TX 75235

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
	60 Watt Amplifier		1
	Paging Horns		5
	3 Pair Non-Teflon Cable Assemblies		24
	Advanced Station Features		1
	Recorded Ann. Intercept		1
	Time and Date		1
	End-to-End Signalling		1
	Make Set Busy		1
	2500 Set Features		1
	Digit Display on SL-1 Sets		1
	Office Data Administration		1
	Dial Intercom		1
	History File		1

Equipment Location:

Federal Express Corporation
7336 Aviation Place
Dallas, TX 75235

SCHEDULE A

BOOK 504 PAGE 84

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	Northern Telecom Phone System which includes: Attendant Consoles (16 max.) Common Equipment Cabinet 9 Perp Shelves Capacity Central Processing Unit (1 max.) Memory Cards, 64K words each (3 max.) Network Cards, 60 time slots each (6 max.) Conference/Network Cards (1 max.) Serial Data Interface Cards, 2 ports each (3 max.) Tape Drive Unit with Generic 711 Perp A shelf assembly (10 card capacity) P.E. Cards as follows:		1 1 1 3 2 1 1 1 4 1
SL-1	Attendant Console Station Cards 2500 Station Cards C.O. Trunk Cards Modem for Remote Access Maintenance Phone - Switch Room SL-1 without Digit Display Reserve battery supply, 4 hours		1 9 1 21 1 1 1
SL-1	Electronic Key Telephones 3 Pair Teflon Cable Assemblies Logic III Speakerphones		32 32 6

Equipment Location:

Federal Express Corporation
2 Executive Square
Somerset, NJ 08873

SCHEDULE A

BOOK 504 PAGE 85

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
	Advanced Station Features		1
	Recorded Ann. Intercept		1
	Time and Date		1
	End-to-End Signalling		1
	Make Set Busy		1
	Digit Display on SL-1 Sets		1
	Office Data Administration		1
	Dial Intercom		1
	History File		1

Equipment Location:

Federal Express Corporation
2 Executive Square
Somerset, NJ 08873

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 341264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	Northern Telecom Phone System which includes:		
	Attendant Consoles (16 max.)		1
	Common Equipment Cabinet 9 Perp Shelves Capacity		1
	Central Processing Unit (1 max.)		1
	Memory Cards, 64K words each (3 max.)		3
	Network Cards, 60 time slots each (6 max.)		2
	Conference/Network Cards (1 max.)		1
	Serial Data Interface Cards, 2 ports each (3 max.)		1
	Tape Drive Unit with Generic 711		1
	Perp. A shelf assembly (10 card capacity)		4
	P.E. Cards as follows:		
SL-1	Attendant Console		1
	Station Cards		10
	2500 Station Cards		2
	C.O. Trunk Cards		4
	DID Trunk Cards		4
	TIE Trunk Cards/4 Wire		8
	RAN Trunk Cards		1
	Digitone Receiver Cards		3
	Modem for Remote Access		1
	Maintenance phone - Switch Room		1
	SL-1 without Digit Display		1
	Reserve Battery Supply, 4 hours		1
	Recorded announcement drum for intercept		1

Equipment Location:

Federal Express Corporation
889 Ridgelake Dr.
Memphis, TN 38119

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1	1 Channel, 16 seconds		1
	Electronic Key Telephones		36
	Single Line Touch-Tone		4
	Telephones - Desk - Ash		
	3 Pair Teflon Cable Assemblies		40
	Teflon Console Table		1
	Advanced Station Features		1
	Recorded Ann. Intercept		1
	Time and Date		1
	End-to-End Signalling		1
	Basic Automatic Route Selection		1
	(BARS) (1000 codes)		
	Make Set Busy		1
	2500 Set Features		1
	Digit Display on SL-1 Sets		1
	Office Data Administration		1
	Automatic Route Selection		1
	Priority Queuing		
	ACD Base		1
	Automatic Call Distributor - A		1
	Message Center		1
	History File		1
	Coordinated Dialing Plan		1
	Dial Intercom		1

Equipment Location:

Federal Express Corporation
889 Ridgeland Dr.
Memphis, TN 38119

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	Northern Telecom Phone System which includes:		
	Common Equipment Cabinet 9 Perp Shelves Capacity		1
	Central Processing Unit (1 max.)		1
	Memory Cards, 64K words each (3 max.)		3
	Network Cards, 60 time slots each (6 max.)		1
	Conference/Network Cards (1 max.)		1
	Serial Data Interface Cards, 2 ports each (3 max.)		1
	Tape Drive Unit with Generic 711		1
	Perp A shelf assembly (10 card capacity)		2
	Perp B shelf (10 card capacity)		1
	P.E. Cards as follows:		
SL-1	Station Cards		4
	2500 Station Cards		6
	C.O. Trunk Cards		10
	PAGE Trunk Cards		1
	Digitone Receiver Cards		3
	Modem for Remote Access		1
	Maintenance Phone - Switch Room		
	SL-1 without Digit Display		1
	Power Failure Transfer per 12 C.O. Trunks		1
SL-1	Electronic Key Telephones		15
	Single Line Touch-Tone Telephones - Desk with Power Failure Button - Ash		12

Equipment Location:

Federal Express Corporation
700 East Alton

Irvine, CA 92705

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
	Single Line Touch-Tone Telephones - Desk - Ash		4
	Single Line Touch-Tone Telephones - Wall - Ash		5
	100 Watt Amplifier		1
	Wall Speakers		2
	Paging Horns		3
	3 Pair Non-Teflon Cable Assemblies		21
	3 Pair Teflon Cable Assemblies		15
	Logic III Speakerphones		3
	Headset Adapter for SL-1		4
	Advanced Station Features		1
	Recorded Ann. Intercept		1
	Time and Date		1
	End-to-End Signalling		1
	Make Set Busy		1
	2500 Set Features		1
	Digit Display on SL-1 Sets		1
	Office Data Administration		1
	Dial Intercom		1
	History File		1

Equipment Location:

Federal Express Corporation
700 East Alton
Irvine, CA 92705

SCHEDULE A

BOOK 504 PAGE 90

I. EQUIPMENT:

The following equipment is manufactured by International Business
Machines Corporation :

Equipment Schedule 841040

<u>Machine/Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
3380 - AA4	Direct Access Storage	23877	1
3380 - AA4 .	Direct Access Storage	23871	1

Equipment Location: Florida Power Corporation
3201 34th Street South
St. Petersburg, FL 33711

SCHEDULE A

BOOK 504 PAGE 91

I. EQUIPMENT:

The following equipment is manufactured by International Business
Machines Corporation :

Equipment Lease Schedule 841252

<u>Machine-Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
3725 - 001 ✓	Communication Controller	00611	1 ✓
3725 - 1561	Channel Adapter	00611	2
3725 - 4666	Internal Clock Control	00611	3
3725 - 4772	LAB Type B	00611	1
3725 - 4911	LIC Type 1	00611	19
3725 - 7100	256K Storage Increment	00611	2
3725 - 8320	2-Processor Switch	00611	2
3725 - 001 ✓	Communication Controller	00791	1
3725 - 1561	Channel Adapter	00791	2
3725 - 4666	Internal Clock Control	00791	3
3725 - 4772	LAB Type B	00791	1
3725 - 4911	LIC Type 1	00791	15
3725 - 7100	256K Storage Increment	00791	2
3725 - 8320	2-Processor Switch	00791	2
3725 - 001 ✓	Communication Controller	00862	1
3725 - 1561	Channel Adapter	00862	2
3725 - 4666	Internal Clock Control	00862	3
3725 - 4772	LAB Type B	00862	1
3725 - 4911	LIC Type 1	00862	15
3725 - 7100	256K Storage Increment	00862	2
3725 - 8320	2-Processor Switch	00862	2

Equipment Location: General Electric Company
Aircraft Engine Business Group
CCPO Building DMD 232
1 Neuman Way
Cincinnati, Ohio 45215

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by International Business
Machines Corporation :

Equipment Lease Schedule 841252

<u>Machine-Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
3727 - 700 //	Operator Console	A0495	1
3727 - 700 //	Operator Console	A0829	1
3727 - 700 //	Operator Console	A1085	1

Equipment Location: General Electric Company
Aircraft Engine Business Group
CCPO Building DMD 232
1 Neuman Way
Cincinnati, Ohio 45215

SCHEDULE A

BOOK 504 PAGE 93

I. EQUIPMENT:

The following equipment is manufactured by International Business Machines Corporation :

Record Number 841189

<u>SERIAL NUMBER</u>	<u>UNIT TYPE</u>	<u>MODEL/ FEATURE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>NEW OR USED</u>
<u>SYSTEM A</u>					
	3725	001	Communication Cont.	1	New
		1561	Channel Adapter	2	
		4772	L.A.B. Type B	1	
		4911	LIC Type 1	21	
		4931	LIC Type 3	2	
		7100	256K Storage Increm.	2	
	3727	700	Operator Console	1	New
<u>SYSTEM C</u>					
	3725	001	Communication Cont.	1	New
		1561	Channel Adapter	2	
		4772	L.A.B. Type B	1	
		4911	L.I.C. Type 1	2	
		4931	L.E.C. Type 3	7	
		7100	256K Storage Increase	2	
		9063	Classic Blue	1	
		9102	L.E.C. Type 1 W/O ICC	2	
		9302	L.E.C. Type 3 W/O ICC	7	
	3727	700	Operator Console	1	New

Equipment Location:

General Motors Corporation
General Motors Technical Ctr.
7000 Chicago Rd.
Warren, MI 48090

SCHEDULE A

BOOK 504 PAGE 94

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc. :

Equipment Lease Schedule 841284

Product Description	Price Element Code	Quantity
DIMENSION 2000		
1 E64FP2WAXX	Common Equip.	-
2 E64EFUAJ	SMDR LOC Storage	7094-010
3 E64FF2HS	T.O.D. CLock Sync	64702
4 E64FF2WB+X	MOD CE	226
5 E64FF2WC	Addl Control Carrier	64201
6 E64FF2WJ	DUP CC CABLES	-
7 E64FF2WL	Dual Data Chan Ckt Pk	64664
8 E64FF2WM	Fans & Filter	-
9 E64FF2WN	Link Carrier	64223
10 E64FF2WO	Link Circuit Pack	64224
11 E64FF2WQ	TK Cir Car	64007
12 E64FF2WS	Tk CR PK-CO WO DID	64168
13 E64FF2WT	TK CR PK-CO/DID	64167
14 E64FF2WU	Tk CR Pk-CO Tie	64169
15 E64FF2WV	TK CR PK-CO AUX	64012
16 E64FF2WW	TK CR PK-TT RCU	64165
17 E64FF2WZ	AIOD Data XMTR Ckt Pk	-
18 E64FF2W3	Emrg Pwr Fl Tfr P1	64102
19 E64FF2W5+X	Line Cabinet	64216
20 E64FF2W6	LN GP CON CAR W/O MW	64222
21 E64FF2W7	LN Ckt. CAR W/O MW	64006
22 E64FF2W8	LN Ckt. Pk. W/O MW	64150
23 E64FF2W9	Frequency Generator	64284
24 E64FF2XP	Tk. CR PK-REC Anc	64069
25 E64FF3EA	ID Tone Cir Pk	64149
26 E64FF3EB	TK CR PX - RLT	64169
27 E64FF3EC	DPS ARGIF Cr Pk	64055
28 E64FF3FB	DSPL ARG SY ST IND	64110
29 E64FF3FC++	Back Up Sta Set	-
30 E64FF3WH	TTN SNDR Ckt. Pk	74177
31 E64FF2W1	AIOD Interface	64107

Equipment Location: Honeywell, Inc.
300 Concord Rd.
Billerica, MA 01821

SCHEDULE A

BOOK 504 PAGE 95

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc. :

Equipment Lease Schedule 841284

1	E64FFC6P+X - CACS-BAS EQ 600/2000	7080	1
2	E64FFC6Q - CAC 2nd ACS 600/2000	7080	1
3	E64FF3WH - TTN SNDR CKT PK	64166	12
4	E64FF3FC++ - BACK UP STA SET	--	1
5	E64EFUAJ - SHDR LOC. STR UNIT	7094010	1
6	E64FF2HS - T.O.D. CLOCK SYNC	64702	2
7	E64FP2WA+X - CC EQ - CAB + NB PS	6420-900	1
8	E64FF2WB+X - MOD COMM EQ	64226	5
9	E64FF2WE - CCEQ-DUP+NB PS	64294	1
10	E64FF2WG+X - CCSP-CAB+NB PS	64232	1
11	E64FF2WJ - DUP CC CABLES	--	14
12	E64FF2WL - DUAL DATA CHN CKT PK	64664	8
13	E64FF2WM - FANS + FILTER	--	10
14	E64FF2WN - LINK CARRIER	64223	10
15	E64FF2WO - LINKCIRCUIT PACK	64224	134
16	E64FF2WP - TK CIRCUIT CARRIER	64007	8
17	E64FF2WS - TK CR PK-CO W/O DID	64168	35
18	E64FF2WT - TK CR PK-CO/DID	64167	19
19	E64FF2WU - TK CR PK-CO TIE	64169	90
20	E64FF2WV - TK CR PK-CO AUX	64012	3
21	E64FF2WY - TK CR PK-TT RCU	64165	22
22	E64FF2WZ - TK CR PK-ATD CONF.	64105	1
23	E64FF2W3 - EHRG PWR FAIL TRANS.	64102	2
24	E64FF2W5+X - LINE CABINET	64216	4
25	E64FF2W6 - LN GP CON CAR W/O HW	64222	14
26	E64FF2W7 - LN CKT CAR W/O HW	64006	21
27	E64FF2W8 - LN CKT PK W/O HW	64150	450
28	E64FF2XA - ATD INF CIR PK	64106	3
29	E64FF2XB+T - LGE WITH DSS+ACI CONS	64124	5
30	E64FF2XP - TK CR PK-REC ANNOUNC.	64069	1
31	E64FF2XZ - MEH CIR PK 16X	64680	64
32	E64FF3EA - ID TONE CIR PK	64149	12
33	E64FF3EB - TC CR PK-RLT	64169	12
34	E64FF3EC - DSP ARG-IF CR PK	64055	3
35	E64FF3FB - DSPL ARG SY ST IND	64110	15

Equipment Location: Honeywell, Inc.
200 Smith St.
Waltham, MA 02154

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc. :

Equipment Lease Schedule 841284

Product Description DIMENSION 2000		Price Element Code	Quantity
<u>ITEM</u>			
1	E64FFPRCLC-DIH PROGRAM CHG	-	18
2	E64FFPRCTC-DIH PROGRAM CHG	-	3
3	E64EFUAJ-SHDR LOC STORAGE UN	7094-010	1
4	E64FF2HS-T.O.D. CLOCK Sync	64702	2
5	E64FP2WA+X-CC EQ - CAB & NB PS	6420900	1
6	E64FF2WB+X-MOD CE	64226	1
7	E64FF2WL - DUAL DATA CHAN CXT. PK	64664	1
8	E64FF2WM - FANS & FILTER	-	6
9	E64FF2WQ - TX CIR CAR	64007	2
10	E64FF2WS - TK CR PK-CO W/O DID	64168	7
11	E64FF2WT - TK CR PK CO/DID	64167	6
12	E64FF2WU - TK CR PK-CO TIE	64169	27
13	E64FF2WW - TK CR PK-TT RCU	64165	15
14	E64FF2W3 - EMRG PWR FL TFR PL	64102	1
15	E64FF2W5+X - LINE CABINET	64216	2
16	E64FF2W6 - LN GP CON CAB W/O PW	64222	4
17	E64FF2W7 - LN CXT. CAR W/O PW	64006	1
18	E64FF2W8 - LN CXT PK W/O PW	64150	185
19	E64FF2W9 - FREQUENCY GENERATOR	64284	4
20	E64FF2XP - TX CR PK REC ANC	64069	1
21	E64FF2XZ - MEH CIR PK 16K	64680	16
22	E64FF3EA - ID TONE CIR PK	64149	1
23	E64FF3FB - DSPL ARG SY ST IND	64110	1
24	E64FF3FC++ - BACK UP STA SET	-	1

Equipment Location: Honeywell, Inc.
250 Merrimack St.
Lawrence, MA 01843

SCHEDULE A

BOOK 504 PAGE 97

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc. :

Equipment Lease Schedule 841284

DIMENSION 2000		Price Element Code	Quantity
1	E64FPWA+X - COMMON EQUIP	--	1
2	E64EFUAJ - SMOR LOC STR UNIT	7094-010	1
3	E64FF2HO - ADDMASTER PRINTER	64067	2
4	E64FF2HS - T.O.D. CLOCK SYNC	64702	2
5	E64FF2HB+X - MOD. COMM. EQUIP.	64226	2
6	E64FF2HL - DUAL DATA CHN CTK PK	64664	4
7	E64FF2HM - FANS + FILTER	--	7
8	E64FF2HN - LINK CARRIER	64223	2
9	E64FF2HO - LINK CIRCUIT PACK	64224	22
10	E64FF2HO - TK CIRCUIT CARRIER	64007	3
11	E64FF2HS - TK CR PK-CO W/O DID	64168	36
12	E64FF2HT - TK CR PK-CO/DID	64167	9
13	E64FF2HU - TK CR PK-CO TIE	64169	37
14	E64FF2HV - TK CR PK-CO AUX	64012	3
15	E64FF2HW - TK CR PK-TT RCU	64165	18
16	E64FF2HZ - AIOD DATA XMTR CXT PK	--	1
17	E64FF2H3 - EXRG PWR FAIL TRANS	64102	2
18	E64FF2H5+X - LINE CABINET	64126	2
19	E64FF2H6 - LN GP CON CAR W/O HW	64222	5
20	E64FF2H7 - LN CXT CAR W/O HW	64006	10
21	E64FF2H8 - LN CXT PK W/O HW	64150	220
22	E64FF2H9 - FREQUENCY GENERATOR	64284	5
23	E64FF2XP - TK CR PK REC ANNOUNC	64069	2
24	E64FF3EA - ID TONE CIR PK	64149	4
25	E64FF3EB - TONE CR PK RLT	64169	2
26	E64FF3EC - DSP ARG IF CR PK	64055	5
27	E64FF3FB	64110	1
28	E64FF3FC++ - LN ITEM SET FOR DEL	--	1
29	E64FF3HW - TTN SMOR CXT PACK	64166	2

Equipment Location: Honeywell, Inc.
131 Needham St.
Newton, MA 02161

SCHEDULE A

BOOK 504 PAGE 98

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Lease Schedule 841284

Product Description	Price Element Code	Quantity
Dimension 2000		
Dimension 2000		
<u>Item</u>		
1 E64FF3FC++ - BACK UP STATION SET	--	1
2 E64FF3FB - DSPL ARG SYST ST INDIC	64110	1
3 E64FFPRCLC - DIM PROG CHG	--	13
4 E64FFPRCTC - DIM PROG CHG	--	3
5 E64EFUAJ - SMDR LOC STORAGE IN	7094-010	1
6 E64FF2HS - T.O.D. CLOCK SYNC	64702	2
7 E64FP2WA+X - CC EQ CAB + NB PS	6420-900	1
8 E64FF2WB+X - MOD CE	64226	1
9 E64FF2WE - CCEQ DUP+ NB PS	64294	1
10 E64FF2WG+X - CCSP CAB+NB PS	64232	1
11 E64FF2WL - DUAL DATA CHAN CXT PK	64664	4
12 E64FF2WM - FANS + FILTER	--	5
13 E64FF2WQ - TK CIR CAR	64007	3
14 E64FF2WS - TK CR PX CO WO DID	64168	9
15 E64FF2WT - TK CR PK CO/DID	64167	8
16 E64FF2WU - TK CR PX CO TIE	64169	21
17 E64FF2WV - TK CR PX CO AUX	64012	1
18 E64FF2WW - TK CR PK TT RCU	64165	10
19 E64FF2WZ - AIOD DATA XMTR CXT PK	--	1
20 E64FF2W3 - EMRG PWR FAIL TRANS	64102	1
21 E64FF2W5+X - LINE CABINET	64216	1
22 E64FF2W6 - LN GP CON CAR W/O MW	64222	3
23 E64FF2W7 - LN CXT CAR W/O MW	64006	6
24 E64FF2W8 - LN CXT PK W/O MW	64150	128
25 E64FF2W9 - FREQUENCY GENERATOR	64284	4
26 E64FF2XP - TK CR PX REC ANNOUNC	64069	1

Equipment Location: Honeywell, Inc.
28 Life St.
Brighton (Boston), MA 02135

SCHEDULE A

BOOK 504 PAGE 99

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information
Systems, Inc. :

Equipment Lease Schedule 841284

Product Description Dimension 2000	Price Element Code	Quantity
27 E64FF2XZ - MEM CIR PX 16K	64680	40
28 E64FF3EA - ID TONE CIR PX	64149	2
29 E64FF3EB - TX CR PX RLT	64169	2
30 E64FF3EC - DSPLARG IF CR PX	64055	2
31 E64F3FB - LN ITEM SET FOR DEL	--	-
32 E64FF3FC++ - LN ITEM SET FOR DEL	--	0
33 XRF PE BLK LN ITEM SET FOR DEL	--	0

Equipment Location: Honeywell, Inc.
38 Life St.
Brighton, (BOSTON) MA 02135

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by AT&T Information
Systems, Inc. :

Equipment Lease Schedule 841284

Product Description	Price Element Code	Quantity
DIMENSION 2000		
1 E64FFPRCLC - DIM PRUG CHG	--	8
2 E64FFPRCTC - DIM PROG CHG	--	3
3 E64EFUAJ - SMOR LOC STORAGE UN	7094-010	1
4 E64FF2H4 - TX CIR PK TIE/RLT	64159	13
5 E64FF2HS - T.O.D. CLOCK SYNC	64702	2
6 E64FP2WA+X - CC EQ - CAB + NB PS	6420-900	1
7 E64FF2WB+X - MOS CE	64226	1
8 E64FF2WE - CCEQ DUP + NB PS	64294	1
9 E64FF2WL - DUAL DATA CHAN CKT PK	64664	2
10 E64FF2WM - FANS + FILTER	--	5
11 E64FF2WQ - TX CIR CAR	64007	2
12 E64FF2WS - TX CR PK CO W/O DID	64168	9
13 E64FF2WT - TX CR PK CO/DID	64167	8
14 E64FF2WU - TX CR PK CO TIE	64169	24
15 E64FF2WV - TX CR PK CO AUX	64102	1
16 E64FF2WW - TX CR PK TT RCU	64165	4
17 E64FF2WZ - AIOD DATA XMTR CKT PK	--	1
18 E64FF2W3 - EMRG PWR LF TFR PL	64102	1
19 E64FF2W5+X - LINE CABINET	64216	1
20 E64FF2W6 - LN GP CON CAR W/O MW	64222	2
21 E64FF2W7 - LN CKT CAR W/O MW	64006	6
22 E64FF2W8 - LN CKT PK W/O MW	64150	110
23 E64FF2W9 - FREQUENCY GENERATOR	64284	2
24 E64FF2XP - TX CR PK REC ANC	64069	1
25 E64FF2XQ+X - DSPL CL NR PER STA	64055	1
26 E64FF2XZ - MEM CIR PK 16K	64680	16
27 E64FF3EA - ID TONE CIR PK	64149	2
28 E64FF3EB - TX CR PK RLT	64169	2
29 E64FF3EC - DSP ARG IF CR PK	64055	2
30 E64FF3FB - DSPL ARG SY ST IND	64110	1
31 E64FF3FC++ - BACK UP STA SET	--	1

Equipment Location: Honeywell, Inc.
65 Walnut St.
Wellesley, MA 02181

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc. :

Equipment Lease Schedule 841284

DIMENSION 400		Price Element Code	Quantity
<u>DESCRIPTION</u>	<u>EPEC</u>		
1	E64CFPRHLA - DIM 400 MEM		1
2	E64CFPRMTA - DIM 400 FP		1
3	E64CF2CL -LINE CIR CAR		1
4	E644CF2CN - LINE CIR PK		20
5	E64CF2CO - TX CIR CAR		1
6	E64CF2CU - CP AUX TK INTER		1
7	E64CF2CW - TT REC		5
8	E64CP2CZ - D400NONFP15		1
9	E64CF2DP - ANN/INTC ARGHT		1
10	E64CF2EA - CAS ID TONE		1
11	E64CF2EB - CAS RLT CP		3
12	E64CF2EC - D400 INT CX PK CAS		4
13	E64CF2ED - D400 CAS SYS STA IND		1
14	E64CF2FT - TX CP TIE/RLT TYPE		2
15	E64CF2TH - BASIC CAB THERM CTRL		1
16	E64CF2TQ - TX CP-CO-N-DID		5
17	E64CF2TS - TX CP TIE TX		7
18	E99ZPPYZZ - SPL/ASSEM/FSS		2

Equipment Location:

Honeywell, Inc.
47 Harvard St.
Westwood, MA 02090

SCHEDULE A

BOOK 504 PAGE 102

I. EQUIPMENT:

The following equipment is manufactured by International Business
Machines Corporation ;

Equipment Schedule 841500

<u>Machine-Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
3380-B04	Disk Storage	65636	1
3380-B04	Disk Storage	67257	1

Equipment Location:

Lamb Technicon Corp.
23451 Pinewood
Warren, MI 48091

CO-OWNERS

SS #'s

NO. OF UNITS

Mr. Edward P. Monaghan
1284 Richie Highway
Arnold, MD 21012

214-54-3080

1

EXHIBIT A

Debtor's interest in the Equipment is subject to a security interest in favor of Dover Asset Group, Inc. pursuant to the Investor Security Agreement dated as of 12/30/85 which security interest was assigned to Finalco, Incorporated pursuant to the Assignment of Security Agreement effective as of February 20, 1986 which security interest was assigned to the Secured Party, Marine Midland Bank, N.A., pursuant to the Term Loan Agreement dated as of June 27, 1986.

Down 5
(74)

SCHEDULE A

BOOK 504 PAGE 105

I. EQUIPMENT:

The following equipment is manufactured by International Business
Machines Corporation :

Equipment Schedule 831038

<u>Machine/Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
3380 - AA4	Disk Storage & Control	177	1
3380 - 304	Disk Storage & Control	232	1
3380 - 304	Disk Storage & Control	450	1
3380 - 304	Disk Storage & Control	477	1
3380 - AA4	Disk Storage & Control	1217	1

Equipment Location: American Hoechst Corporation
Route 202-206 North
Somersville, NJ 08876

SCHEDULE A

BOOK 504 PAGE 106

I. EQUIPMENT

The following equipment is manufactured by International Business Machines Corporation:

Schedule Number 841325

<u>Machine-Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
3880 - 003	Control Unit		1
3880 - 8170	Two Channel Switch		1
3880 - 6550	Speed Match Buffer		2
3380 - AA4	Disk Storage & Control		1
3380 - B04	Disk Storage		1
3380 - B04	Disk Storage		1
3380 - B04	Disk Storage		1
3380 - B04	Disk Storage		1

Location of Equipment: The Chesapeake and Potomac Telephone Company
Fairland Data Center I
13101 Columbia Pike
Silver Spring, Maryland 20904

SCHEDULE A

BOOK 504 PAGE 108

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	Northern Telecom PBX Phone System		
<u>Common Equipment</u>			
.9 Perp Shelves Capacity	Common Equipment Cabinet		1
	Central Processing Unit		1
64 K words each	Memory Cards		3
60 time slots	Network Cards		3
	Conference/Network Cards		1
2 ports each	Serial Data Interface Cards		1
	Tape Drive Unit with Generic <u>711</u>		

Equipment Location: Federal Express Corporation
4702 Travis
Houston, TX 77002

SCHEDULE A

BOOK 504 PAGE 109

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
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Peripheral Equipment

Perp A shelf assembly (10 card capacity) 2

P.E. cards as follows:

<u>Description</u>	<u>Circuits per card</u>	<u>Cards</u>	<u>Equipped Circuits</u>	<u>Wired Circuits</u>
Attendant Console	1			
SL-1 Station Cards	4	<u>5</u>	<u>20</u>	<u>20</u>
2500 Station Cards	4	<u>1</u>	<u>4</u>	<u>4</u>
2500 w/ Message Waiting	4			
OPX Station Cards	4			
C.O. Trunk Cards	2	<u>9</u>	<u>18</u>	<u>18</u>
DID Trunk Cards	2			
TIE Trunk Cards/2 wire	2			
TIE Trunk Cards/4 wire	2			
PAGE Trunk Cards	2	<u>1</u>	<u>2</u>	<u>2</u>
RAN Trunk Cards	4	<u>1</u>	<u>4</u>	<u>4</u>
Digitone Receiver Cards	1	<u>2</u>	<u>2</u>	<u>2</u>
DICTATION Trunk Cards	2			

Equipment Location: Federal Express Corporation
4702 Travis
Houston, TX 77002

SCHEDULE A

BOOK 504 PAGE 110

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
<u>Special Application Hardware</u>			
	Gas Tube Protection for <u>25</u> C.O./OPX circuits		<u>1</u>
	* Modem for Remote Access		<u>1</u>
<u>Station and Other Equipment</u>			
	SL-1 Electronic Key Telephones		<u>20</u>
	Single Line Touch-Tone Telephones - Desk		<u>4</u>
	Companion III Speakerphone with CTK1		<u>1</u>
	3 Pair non/Teflon Station Cables		<u>24</u>
	35 Watt Paging Amplifier		<u>1</u>
	Paging Horns		<u>3</u>
	Paging Speakers		<u>4</u>

Equipment Location: Federal Express Corporation
4702 Travis
Houston, TX 77002

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
	<u>Special Application Software</u>		
	Recorded Ann. Intercept		1
	Time and Date		1
	Make Set Busy		1
	End-to-End Signalling		1
	Advanced Station Features		1
	ACD Base		1
	Automatic Call Distributor - A		1
	2500 Set Features		1
	Digit Display on SL-1 Sets		1
	Office Data Administration		1
	Dial Intercom		1

Equipment Location: Federal Express Corporation
4702 Travis
Houston, TX 77002

SCHEDULE A

BOOK 504 PAGE 112

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	Northern Telecom PEX Phone System		

Equipment Location: Federal Express Corporation
Chicago Customer Service Center
2500 East Devon
Hamilton Lakes Office Building D
Itasca, IL 60142

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-IM	Northern Telecom PBX Phone System		

Equipment Location: Federal Express Corporation
27700 Northwestern Highway
Southfield, Michigan 48034

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	Northern Telecom PBX Phone System		
880 SL1-1	Prepackage SL-1M Executive System, consisting of the following total quantities:		1
QPC61	SL-1 Line Cards		10
QPC61	SL-1 Console Card		1
QPC219	CO/FX/WATS Trunk Cards		11
QPC237	4-Wire E&M Trunk Cards		4
QPC79	Digitone Receivers		2
QPC139	Dual SDI Cards		2
NEA25MQ2	SDI Cables (16Ft.)		2
NEA25MQ3	SDI Cable (CDR)		1
QPC51	64K Memory Cards		3
856SL1-1	Network Assembly (1200ccs)		1
QPC362	Conference/Network		1
QPC197	Tone & Digit Switch		1
QCW4	Digit Display Console		1
NEA18QA	Intercabinet Cables		4
853SL1-1	Perp "A" Shelf Assemblies		2
QSD31	Perp "B" Shelf		2
QPC190	5/12 Converter Pack		1
QSU60	SL-1 Sets		24
QSU60	SL-1 Maintenance Set		1
2500FM	E-2500 (FM) Sets with cords		8
QUA4	Power Fail Transfer Unit		1
PO547127	24-V Power Transformer		1
QBL15	Battery Distribution Box		1

Equipment Location: Federal Express Corporation
1281 Main St.
Stamford, Connecticut 06902

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
MVC01243 LA12 TIS52A	Battery Cable Battery Supply 103JMGDC Modem Teletype with Ribbon and Stand 4 Wire Trunk Test Unit (Northeast Electronics)		
<u>Features Provided</u>			
580 SL1-1	Basic Generic 711 Program		
550 SL1-1	Advanced Station Features (SL-1 Sets) (Autodial, Call Forward, Override, Ring Again, Speed Call, Voice Call)		
552 SL1-1	Call Detail Recording List		
656 SL1-1	2500 Set Features (Call Forward, Hold, Speed Call)		
674 SL1-1	ODAS		
652 SL1-1	Dial Intercom		
556 SL1-1	DISA		
593 SL1-1	History File		
730 SL1-1	Feature Package I (Recorded Announcement Software, Time & Date, End-to-End Signaling, Make Set Busy, Digit Display Software for SL-1 Sets)		

Equipment Location: Federal Express Corporation
1281 Main St.
Stamford, Connecticut 06902

SCHEDULE A

BOOK 504 PAGE 116

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
273995T1 2554QM	WALL SET-ASH 2554QWRG635S		100
250318T2 QPC60	SL1 QPC60B-K SYS ALL		
247691T7 QMT1	SL1 QMTIC-D SYS ALL		
276722T5 QSU3	SL1 QSU3C8MC SYS ALL		
620278S5 BUTTON	GROUNDING PUSHBTN 181973-101		
999950T4 FACEMAT	GROUND START BRACKETS		
239445T7 QUSIC	PKG FOR 2500 (BLUE ON CLEAR)		
256690T8 QKX1	COMPANION 3 HANDSFREE ASH		
518934T6 P0515334	HANDSFREE INTERFACE KIT		
441521S3 RINSER	WALL BRACKET (SL-1 SET)		
460308S0 CCRO-H	CHIME RINGER SE400 IVY		
269802T4 QPC219	HANDSET CORD 12FT ASH S/S		
595840T1 SAFETY	SL1 QPC219A-B SYS ALL		
114010T7 CABLE	BATTERY ROOM SAFETY KIT		
260551T6 QPC187	CABLE 3PR 24GA TEFLON		
	SL1 QPC187A-C SYS ALL		

Equipment Location: Federal Express Corporation
1081 Main St.
Stamford, Connecticut 06902

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	Northern Telecom PBX Phone System		1
<u>Common Equipment</u>			
	Common Equipment Cabinet 9 Perp Shelves Capacity		<u>1</u>
	Central Processing Unit (1 Max.)		<u>1</u>
	Memory Cards, 64K words each (3 max.)		<u>3</u>
	Network Cards, 60 time slots each (6 max.)		<u>1</u>
	Conference/Network Cards (1 max.)		<u>1</u>
	Serial Data Interface Cards, 2 ports each (3 max.)		<u>1</u>
	Tape Drive unit with Generic <u>711</u>		<u>1</u>

Equipment Location: Federal Express Corporation
Gulf District Office
1001 W. Loop South
The Arboretum
Houston, TX 79024

SCHEDULE A

BOOK 504 PAGE 118

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

Machine
Model/Feature

Description

Serial
Number

Quantity

Peripheral Equipment

1

Perp A shelf assembly (10 card capacity)

P.E. cards as follows:

<u>Description</u>	<u>Circuits</u> <u>per card</u>	<u>Cards</u>	<u>Equipped</u> <u>Circuits</u>
Attendant Console	1		
SL-1 Station Cards	4	5	20
2500 Station Cards	4	2	8
2500 w/ Message Waiting	4		
OPX Station Cards	4		
C.O. Trunk Cards	2	10	20
DID Trunk Cards	2		
TIE Trunk Cards/2 wire	2		
TIE Trunk Cards/4 wire	2		
PAGE Trunk Cards	2		
RAN Trunk Cards	4		
Digitone Receiver Cards	1	2	2
DICTATION Trunk Cards	2		

Equipment Location: Federal Express Corporation
Gulf District Office
1001 W. Loop South
The Arboretum
Houston, TX 79024

SCHEDULE A

BOOK 504 PAGE 119

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	<u>Special Application Hardware</u>		
	Gas Tube Protection for <u>25</u> C.O./OPX circuits		<u>1</u>
	* Modem for Remote Access		<u>1</u>
	Maintenance phone - Switch room		
	<u>I</u> SL-1 with Digit Display		
	SL-1 without Digit Display		
	Power Failure Transfer per 12 C.O. trunks		<u>1</u>
	<u>Station and Other Equipment</u>		
	SL-1 Electronic Key Telephones		<u>17</u>
	Single Line Touch-Tone Telephones - Desk with Power Failure Button		<u>2</u>
	Single Line Touch-Tone Telephones - Wall with Power Failure Button		<u>3</u>
	Companion III Speakerphones		<u>3</u>
	3 Pair Non-Teflon Station Cables		<u>23</u>
	Nite Bells		<u>2</u>
	Long Handset Cords		<u>23</u>
	SL-1 Jackset		<u>1</u>

Equipment Location: Federal Express Corporation
Gulf District Office
1001 W. Loop South
The Arboretum
Houston, TX 79024

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	<u>Special Application Software</u>		
	Advanced Station Features		—
	Make Set Busy		—
	2500 Set Features		—
	Digit Display on SL-1 Sets		—
	Office Data Administration		—
	Dial Intercom		—
	Recorded Ann. Intercept		—
	Time and Date		—
	History File		—
	End-to-End Signalling		—

Equipment Location: Federal Express Corporation
Gulf District Office
1001 W. Loop South
The Arboretum
Houston, TX 79024

SCHEDULE A

BOOK 504 PAGE 121

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	Northern Telecom Pbx Phone System		
880 SL1-1	Prepackage SL-1M Executive System, consisting of the following total quantities:		1
QPC61	SL-1 Line Cards		10
QPC61	SL-1 Console Card		1
QPC219	CO/FX/WATS Trunk Cards		11
QPC237	4-Wire E&M Trunk Cards		4
QPC79	Digitone Receivers		2
QPC139	Dual SDI Cards		2
NEA25MQ2	SDI Cables (16Ft.)		2
NEA25MQ3	SDI Cable (CDR)		1
QPC51	64K Memory Cards		3
856SL1-1	Network Assembly (1200ccs)		1
QPC362	Conference/Network		1
QPC197	Tone & Digit Switch		1
QCW4	Digit Display Console		1
NEA18QA	Intercabinet Cables		4
853SL1-1	Perp "A" Shelf Assemblies		2
QSD31	Perp "B" Shelf		2
QPC190	5/12 Converter Pack		1
QSU60	SL-1 Sets		24
QSU60	SL-1 Maintenance Set		1
2500FM	E-2500 (FM) Sets with cords		8
QUA4	Power Fail Transfer Unit		1
PO547127	24-V Power Transformer		1
QBL15	Battery Distribution Box		1

Equipment Location: Federal Express Corporation
460 Gulph Rd.
King of Prussia, PA 19406

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841209

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
	Battery Cable		100Ft.
	Battery Supply		4Hr.
MVC01243	103JMGDC Modem		1
LA12	Teletype with Ribbon and Stand		1
TSS2A	4 Wire Trunk Test Unit (Northeast Electronics)		1
	<u>Features Provided</u>		
580 SL1-1	Basic Generic 711 Program		
550 SL1-1	Advanced Station Features (SL-1 Sets) (Autodial, Call Forward, Override, Ring Again, Speed Call, Voice Call)		
552 SL1-1	Call Detail Recording List		
656 SL1-1	2500 Set Features (Call Forward, Hold, Speed Call)		
674 SL1-1	ODAS		
652 SL1-1	Dial Intercom		
556 SL1-1	DISA		
593 SL1-1	History File		
730 SL1-1	Feature Package I (Recorded Announcement Software, Time & Date, End-to-End Signaling, Make Set Busy, Digit Display Software for SL-1 Sets)		1
JCO#A4338			
254782T5 (QKN1)	Headset Interface Kit		10
547127T9 (POS47127)	Power Transformer 24V		6
256690T8 (QKK1)	Handsfree Interface Kit		5
239445T8 (QUS1C)	Companion 3 Handsfree Ash		6
268802T4 (QPC219)	CO/FX/TRUNK w/MSG REG DETECT		1

Equipment Location: Federal Express Corporation
460 Gulph Rd.
King of Prussia, PA 19406

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by ITT Business Communications Corporation :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
701	EKS Telephone System consisting of:		
	Desk Phones		3
	Business Lines		3
	Runs of Teflon Cable		3
	9' Long Koil Kords		3
	Precable		1

Equipment Location: Federal Express Corporation
17801 Main St.
Irvine, CA 92714

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by Ultracom

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
1220	Ultracom Telephone System		
	Consisting of:		
820	KEY SERV UNIT-EROU-C		1
820	POWER SUPPLY		1
ECPU-B	COMMON CARD		1
ETSU-D	TONE CARD		1
E1CU-B	COMMON CARD		1
EDTU-A	COMMON CARD		1
EQMU-D	MEMORY CARD 820		1
ECOU-C	LINE CARD		3
ESTU-C	STATION CARD		2
1236	TELEPHONES		3
402	WHITE SPEAKERPHONE		1
2260	TELEPHONE		5
EPFU-A	POWER FAILURE CD.		1

Equipment Location: Federal Express Corporation
6407 West Imperial Highway
Olympic Command Center
Los Angeles, CA 90045

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
10 Button MET	AT&T Telephone System		
3100-TWR	TELSET TT WALL T REST		1
3100-1TD	SET TT DESK		1
31016	EXTERNAL RINGER-LOUD		1
31019	EXTERNAL RINGER		3
3140-010	MET 10 BUT ECTS		1

Equipment Location: Federal Express Corporation
Ontario Airport Freight
Ontario, CA 92761

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by

AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Comkey 416	AT&T Telephone System		5
2772-AA1	WRG/CK 416/FQL/STD1		3
3134-SAT	CK416 STA SET-BASIC		2
6040-416	COMKEY416 C/E SET		

Equipment Location:

Federal Express Corporation
4009 Ventnor Avenue
Suite 617
Aspen, Colorado 81611

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by ITT Business
Communications Corporation :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
BCC	ITT Telephone System consisting of:		
701	KSU		
	TT Desk Sets		3
	25' Long Koil Kords		3

Equipment Location: Federal Express Corporation
225 17th Avenue
Denver, Colorado 80290

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Comkey 416	AT&T Telephone System		
2772-AA1	WRG/CK 416/FQL/STD1		5
3134-SAT	CK416 STA SET-BASIC		3
6040-416	COMKEY416 C/E SET		2

Equipment Location:

Federal Express Corporation
 2800 H. Road, Walker Field, HRZ
 Grand Junction, Colorado 81502

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Horizon VS	AT&T Telephone System		
3100-TTR	TELSET TT TOLL RESTR		4
3100-TWR	TELSET TT WALL T REST		2
31019	EXTERNAL RINGER		5
3120-02W	4A SPEAKERPHONE		1
3140-010	MET 10 BUT ECTS		2
31400	SPKR PHN ADJ DIAL ASM		1
62105	MET STA CKT PACK		1
62106	AUX CIRCUIT PACK		2
62107	TOLL REST CKT PACK		1
62108	CO/PBX LOOP PACK		2
3140-010	MET 10 BUT ECTS		6
3140-030	MET 30 BUT CNT ANS		1
51001	SPEAKER-15W		2
---	ENCLOSURE-CYLINDER		2
5322-101	VOICE PAGING 100W		1
6201-900	HORIZON VS+ SYSTEM		1
62105	MET STA CKT PACK		2
62106	AUX CIRCUIT PACK		1
62108	CO/PBX LOOP PACK		2
62118	CAU W/O TAPE		1
62134	LOUDSPKR PAGE ACCESS		2
62135	MUSIC PAGING ACCESS		1

Equipment Location: Federal Express Corporation
5375 NW 159th St.
Hialeah, FL 33014

SCHEDULE A

BOOK 504 PAGE 131

I. EQUIPMENT:

The following equipment is manufactured by ITT Business Communications Corporation :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
BCC	ITT Telephone System consisting of:		
701	KSU		1
	TT Phones		2
	25' Long Koil Kords		2

Equipment Location: Federal Express Corporation
301 West Bay St.
Jacksonville, FL 32202

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Horizon VS	AT&T Telephone System		
31019	Consisting of:		
3140-010	EXTERNAL RINGER		7
51002	MET 10 BUT ECTS		15
53000	SPEAKER-4W		2
5322-700	SPEAKER-DESKTOP		12
58000	VOICE PAGING 35W		1
6201-900	V/P TALK BACK CTL CD		1
62105	HORIZON VS+ SYSTEM		1
62106	MET STA CKT PACK		4
62108	AUX CIRCUIT PACK		1
62118	CO/PBX LOOP PACK		2
62132	CAU W/O TAPE		1
	DIAL DICTATION JACK		1
	SUITE 420		1

Equipment Location: Federal Express Corporation
6204 Benjamine Road
Suite 211
Tampa, FL 33614

SCHEDULE A

BOOK 504 PAGE 133

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
HORIZON	AT&T Telephone System		
31019	EXTERNAL RINGER		2
3140-010	MET 10 BUT ECTS		7
6201-900	HORIZON VS+ SYSTEM		1
62105	MET STA CKT PACK		3
62106	AUX CIRCUIT PACK		1
62108	CO/PBX LOOP PACK		2
62118	CAU W/O TAPE		1
62132	DIAL DICTATION JACK		1

Equipment Location: Federal Express Corporation
6302 Benjamine Rd.
Suite 402
Tampa, FL 33614

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by TIE/Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
1236	TIE Meritor Telephone System		
	Consisting of:		1
	Common Equipment		3
	C.O. Line and Cord (4 lines, 1 cord)		3
	Station Cords (4 stations, 1 cord)		10
	Meritor 1236 Telephone Sets		1
	Power Failure Transfer Cords		1
	EROU-C Cord		1
	Private Line Cord		---
	Meritor 1236 Telephone Set		---
	Meritor Speakerphone		---
	Headset Jacks		---

Equipment Location: Federal Express Corporation
4824 Old National Highway
Atlanta, GA 30337

SCHEDULE A

BOOK 504 PAGE 135

I. EQUIPMENT:

The following equipment is manufactured by TIE/Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
1236	TIE Meritor Telephone System Consisting of: Common Equipment 1236 Meritor Telephone Line Cords (4 lines, 1 cord) Station Cords (4 stations, 1 cord) External Page Cord Power Failure Transfer Cord Memory Dial Cord Lightning Protection on AC		1 10 2 3 1 1 1 ---

Equipment Location: Federal Express Corporation
1222 Travis Field Road
Savannah, GA 31406

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by ITT Business Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
BCC	ITT Telephone System Consisting of: HULA 100 Watt Amp Mike Preamp VRH10 VRE8 VRB6 VRC8 B-VRB4 VRH8-IT Horn		1 10 2 3 2 1

Equipment Location: Federal Express Corporation
700 West Erie
Chicago, IL 60610

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Horizon Bt	AT&T Telephone System		
62105	MET STA CKT PACK		2
3100-TWR	TELSET TT WALL T REST		1
3141-B1S	10B MET BLT N SPKRPH		8
6202-900	HORIZON B+ SYSTEM		1
62101	HORIZON SUPPL EQP		1
62105	MET STA CKT PACK		3
62106	AUX CIRCUIT PACK		7
62108	CO/PBX LOOP PACK		3

Equipment Location: Federal Express Corporation
1626 Colonial Parkway
Inverness, IL 60067

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
6202-900	HORIZON B+ SYSTEM		1
62105	MET STA CKT PACK		5
62106	AUX CIRCUIT PACK		2
62108	CO/PBX LOOP PACK		3
3100-1TD	SET TT DESK		1
3124-181	JACK SET MET & CK416		12
3140-010	MET 10 BUT ECTS		12
3141-B1S	10B MET BLT N SPKRPH		1
62132	DIAL DICTATION JACK		1
62135	MUSIC PAGING ACCESS		1

Equipment Location: Federal Express Corporation
1996 University Lane
Lisle, IL 60532

SCHEDULE A

BOOK 504 PAGE 139

I. EQUIPMENT:

The following equipment is manufactured by ITT Business Communications Corporation :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
BCC	ITT Telephone System consisting of:		
701	Control Unit		1
	Teltouch Phones		3
	25' Long Koil Kords		3

Equipment Location: Federal Express Corporation
6600 College Blvd.
Overland, Kansas 66211

SCHEDULE A

BOOK 504 PAGE 140

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
HORIZON	AT&T Telephone System		2
51001	SPEAKER-15W		1
52010	ENCLOSURE-CYLINDER		1
5322-700	VOICE PAGING 35W		1
56121	SPEAKER KIT-LOUVERED		2
56150	SPEAKER KIT-WALL		21
2772-FAL	WRG/HORIZON/FQL/STD1		5
2772-ZAL	WRG/MISC#2/FQL/STD1		1
3100-TTR	TELSET TT TOLL RESTR		4
3100-TWR	TELSET TT WALL T REST		2
31019	EXTERNAL RINGER		6
3122-001	STARSET 11 STD HDST		6
3124-181	JACK SET MET&CK416		5
3140-010	MET 10 BUT ECTS		7
3140-011	MET 10 BUT BLF		2
3141-B1S	10B MET BLT N SPKRPH		1
6201-900	HORIZON VS+ SYSTEM		1
62105	MET STA CKT PACK		1
62106	AUX CIRCUIT PACK		1
62107	TOLL REST CKT PACK		1
62108	CO/PBX LOOP PACK		3
62108	CO/PBX LOOP PACK		1
62110	OPT NON-MET AUX PK		3
62105	MET STA CKT PACK		1
62113	EXTENDED STA CKT PK		1
62132	DIAL DICTATION JACK		1

Equipment Location: Federal Express Corporation
4403 Kiln Court
Louisville, Kentucky 40218

SCHEDULE A

BOOK 504 PAGE 141

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Comkey 416	AT&T Telephone System		
2772-AA1	WRG/CK 416/FQL/STD1		6
3134-SAT	CK416 STA SET-BASIC		4
6040-416	COMKEY416 C/E SET		2

Equipment Location: Federal Express Corporation
Standiford Field Air Cargo
Louisville, Kentucky 40209

SCHEDULE A

BOOK 504 PAGE 142

I. EQUIPMENT:

The following equipment is manufactured by TIE/Communications, Inc.

Equipment Schedule 841404

<u>Machine/ Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
2260	TIE Meritor Telephone System		
	Consisting of:		
	Common Equipment, CPU and Power Supply Set		1
	C.O. Line Cards (4 lines/cord)		4
	Station Cards (4 stations/card)		5
	Meritor 2260 Telephone Sets (13 desk, 5 wall)		18
	Direct Station Selection Console		1
	Power Failure Transfer Card		1
	External Paging Card		1
	External Speakerphone		2
	Paging Amplifier (60 watt)		1
	Paging Horns		3
	Speed Dialing (60 station memory)		---
	Lightning Protection on AC		---
	Headset Jacks		7

Equipment Location: Federal Express Corporation
1126 Executive Park Ave.
Baton Rouge, LA 70806

SCHEDULE A

BOOK 504 PAGE 143

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
31019	External Ringer		4
3124-181	Jack Set MET&CK416		1
3140-010	Met 10 BUT ECTS		8
31400	SPKR PHN ADJ DIAL ASMB		1
6201-900	HORIZON VS+ SYSTEM		1
62105	MET STA CKT PACK		2
62107	TOLL REST CKT PACK		1
62108	CO/PBX LOOP PACK		3
62118	CAU W/O TAPE		1
3120-02W	4A Speakerphone		1
62105	Met Sta Ckt Pack		1

Equipment Location:

Federal Express Corporation
105 Turn Row
Lafayette, LA 70508

SCHEDULE A

BOOK 504 PAGE 144

I. EQUIPMENT:

The following equipment is manufactured by Ultracom

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
2236	Ultracom Telephone System consisting of: T. T. Telephones - 22 Buttons Set Speaker Phone Live Jack 35W Amplifier Wall Speakers		18 1 1 1 9

Equipment Location:

Federal Express Corporation
260 Needham St.
Newton, MA 02164

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by ITT Business Communications Corporation :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
BCC 701	ITT Telephone System Consisting of: Control Unit TelTouch Phones 25' Long Koil Kords		3 3

Equipment Location: Federal Express Corporation
7701 Forsyth Road
Suite 205
Clayton, Missouri 63105

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by TIE/Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
612	TIE Meritor Telephone System Consisting of: 612 KSU 1A2 E with MDF + AC Protection Meritor 612 Telephones (3 desk and 3 wall sets)		1 6

Equipment Location: Federal Express Corporation
1155 South Gloster St.
Tupelo, Mississippi 38802

SCHEDULE A

BOOK 504 PAGE 147

I. EQUIPMENT:

The following equipment is manufactured by ITT Business Communication Corporation :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
BCC	ITT Telephone System		
	701 Control Unit		1
	TT Phones		3
	25' Long Koil Kords		3

Equipment Location:

Federal Express Corporation
24200 Chargin St., Suite 110
Beachwood, Ohio 44122

SCHEDULE A

BOOK 504 PAGE 148

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Comkey 416	AT&T Telephone System		
3134-SAT	CK416 STA SET-BASIC		2
6040-416	COMKEY416 C/E SET		2

Equipment Location: Federal Express Corporation
2900 25th St., Southeast
Salem, Oregon 97302

SCHEDULE A

BOOK 504 PAGE 149

I. EQUIPMENT:

The following equipment is manufactured by ITT Business Communications Corporation :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
BCC	ITT Telephone System		
	Consisting of:		
701	Control Unit		
	Teltouch Phones		3
	25' Long Koil Kords		3

Equipment Location: Federal Express Corporation
519 Grant
Pittsburgh, PA 15219

SCHEDULE A

I. EQUIPMENT:

The following equipment is manufactured by TIE/Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
EK1236	Ivory Phone - Meritor E-STU-C		

Equipment Location: Federal Express Corporation
3394 Winchester Rd.
Memphis, TN 38131

SCHEDULE A

BOOK 504 PAGE 151

I. EQUIPMENT:

The following equipment is manufactured by TIE/Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
820	TIE Meritor Telephone System Consisting of:		
	Common Equipment, CPU Power Supply Set		1
	C.O. Line Cards (4 circuits/card)		3
	Station Cards (4 circuits/card)		4
	EK 1236 Telephone Sets		13
	Power Failure Transfer Card		1
	EROUC-C Card		1

Equipment Location: Federal Express Corporation
2909-2935 Democrat
Memphis, TN 38110

SCHEDULE A

BOOK 504 PAGE 152

I. EQUIPMENT:

The following equipment is manufactured by Federal Express Corporation

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
820	TIE Meritor Telephone System Consisting of:		
	Common Equipment		1
	C.O. Line Cords (4 lines, 1 cord)		2
	Station Cords (4 stations, 1 cord)		4
	Meritor 1236 Telephone Sets		15
	External Paging Cord		1
	Wired Locations		2

Equipment Location:

Federal Express Corporation
2742 Winchester Road, Hanger #5
Memphis, TN 38116

SCHEDULE A

BOOK 504 PAGE 153

I. EQUIPMENT:

The following equipment is manufactured by TIE/Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
820	TIE Meritor Telephone System Consisting of: Common Equipment		1
	C.O. Line Cords (4 lines/1 cord)		2
	Station Cords (4 Stations/1 cord)		1
	Meritor 820 Telephone Sets		2
	Power Failure Transfer Cord		1
	External Page Cord		1

Equipment Location:

Federal Express Corporation
1300 South Frayser
Conroe, TX 77301

SCHEDULE A

BOOK 504 PAGE 154

I. EQUIPMENT:

The following equipment is manufactured by TIE/Communications, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
1236	TIE Meritor Telephone System Consisting of: Common Equipment		1
	C.O. Line Cords (4 lines, 1 cord)		2
	Station Cords (4 stations, 1 cord)		4
	Meritor 1236 Telephone Sets		15
	Power Failure Transfer Cord		1
	Speed Dialing (36 station memory)		---
	Lightning Protection on AC		---

Equipment Location: Federal Express Corporation
3484 West 12th St.
Houston, TX 77008

SCHEDULE A

BOOK 504 PAGE 155

I. EQUIPMENT:

The following equipment is manufactured by ITT Business
Communications Corporation :

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
BCC	ITT Telephone System		
701	Control Unit		
	Teltouch Phones		2
	25' Long Koil Kord		2

Equipment Location: Federal Express Corporation
5455 North McArthur
Irving, TX 75060

SCHEDULE A

BOOK 504 PAGE 156

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc.

Equipment Schedule 841404

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
Horizon VS	AT&T Telephone System		
3140-010	MET 10 BUT ECTS		1
3100- TWR	TELSET TT WALL T REST		2
31019	EXTERNAL RINGER		2
31020	118A FREQ GENERATOR		1
3124-181	JACK SET MET & CK416		2
3140-010	MET 10 BUT ECTS		4
3140-010	MET 10 BUT ECTS		---
3140-011	MET 10 BUT BLF		8
3140-030	MET 30 BUT CNT ANS		1
51001	SPEAKER-15W		1
5322-700	VOICE PAGING 35W		1
6201-900	HORIZON VS+ SYSTEM		1
62105	MET STA CKT PACK		4
62106	AUX CIRCUIT PACK		1
62107	TOLL REST CKT PACK		1
62108	CO/PBX LOOP PACK		3
62110	OPT NON-MET AUX PK		1
62118	CAU W/O TAPE		1
62134	LOUDSPKR, PAGE ACCESS		1
62143	HOR 40B SEL CONSOLE		1

Equipment Location: Federal Express Corporation
758 Isom Rd.
San Antonio, TX 78216

SCHEDULE A

BOOK 504 PAGE 157

I. EQUIPMENT:

The following equipment is manufactured by ARUS Corporation

Equipment Schedule 841264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
LWC 300-60	60 Port Teleconferencing System 4 wire E&M type 1 w/PBX levels in and out that contains:		1
---	Master Teleconferencing Control Shelf		1
LW-013	Shelf		1
LW-250	Common Control		1
LW-251	Power Card		1
LW-255	Port Cards		3
---	23 Port Teleconferencing Extender Shelves		3
LW-013	Shelves		9
LW-250	Common Control Cards		3
LW-251	Power Cards		3
LW-255	Port Cards		3
LW-253	4 wire TDM Port Cards		60
LC-4	4 wire E&M Access Cards		21
LH-LA1	AGC Receive Amplifiers		60

Equipment Location:

Federal Express Corporation
Olympic Command Center
Los Angeles International Airport
Los Angeles, CA 90045

SCHEDULE A

BOOK 504 PAGE 158

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	Northern Telecom Phone System which includes:		
	Common Equipment Cabinet 9		1
	Perp Shelves Capacity		
	Central Processing Unit (1 max.)		1
	Memory Cards, 64K words each (3 max.)		3
	Network Cards, 60 time slots each (6 max.)		1
	Conference/Network Cards (1 max.)		1
	Serial Data Interface Cards, 2 ports each (3 max.)		1
	Tape Drive Unit with Generic 711		1
	Perp A shelf assembly (10 card capacity)		2
	P.E. cards as follows:		
SL-1	Station Cards		6
	2500 Station Cards		2
	C.O. Trunks		9
	Page Trunk Cards		1
	Digitone Receiver Cards		2
	Modem for Remote Access		1
	Maintenance phone - Switch room		
SL-1	Digit Display		1
	Power Failure Transfer per 12 C.O. Trunks		1
SL-1	Electronic Key Telephones		19
SL-1	Digit Display Telephones		1
	Single Line Touch-Tone Telephones - Desk with Power Failure Button - Ash		3

Equipment Location:

Federal Express Corporation
7336 Aviation Place
Dallas, TX 75235

SCHEDULE A

BOOK 504 PAGE 150

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
	60 Watt Amplifier		1
	Paging Horns		5
	3 Pair Non-Teflon Cable Assemblies		24
	Advanced Station Features		1
	Recorded Ann. Intercept		1
	Time and Date		1
	End-to-End Signalling		1
	Make Set Busy		1
	2500 Set Features		1
	Digit Display on SL-1 Sets		1
	Office Data Administration		1
	Dial Intercom		1
	History File		1

Equipment Location: Federal Express Corporation
7336 Aviation Place
Dallas, TX 75235

SCHEDULE A

BOOK 504 PAGE 160

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	Northern Telecom Phone System which includes: Attendant Consoles (16 max.) Common Equipment Cabinet 9 Perp Shelves Capacity Central Processing Unit (1 max.) Memory Cards, 64K words each (3 max.) Network Cards, 60 time slots each (6 max.) Conference/Network Cards (1 max.) Serial Data Interface Cards, 2 ports each (3 max.) Tape Drive Unit with Generic 711 Perp A shelf assembly (10 card capacity) P.E. Cards as follows:		1 1 1 3 2 1 1 1 4 1
SL-1	Attendant Console Station Cards 2500 Station Cards C.O. Trunk Cards Modem for Remote Access Maintenance Phone - Switch Room SL-1 without Digit Display Reserve battery supply, 4 hours		1 9 1 21 1 1 1
SL-1	Electronic Key Telephones 3 Pair Teflon Cable Assemblies Logic III Speakerphones		32 32 6

Equipment Location:

Federal Express Corporation
2 Executive Square
Somerset, NJ 08873

SCHEDULE A

BOOK 504 PAGE 162

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 341264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	Northern Telecom Phone System which includes:		
	Attendant Consoles (16 max.)		1
	Common Equipment Cabinet 9 Perp Shelves Capacity		1
	Central Processing Unit (1 max.)		1
	Memory Cards, 64K words each (3 max.)		3
	Network Cards, 60 time slots each (6 max.)		2
	Conference/Network Cards (1 max.)		1
	Serial Data Interface Cards, 2 ports each (3 max.)		1
	Tape Drive Unit with Generic 711		1
	Perp. A shelf assembly (10 card capacity)		4
	P.E. Cards as follows:		
SL-1	Attendant Console		1
	Station Cards		10
	2500 Station Cards		2
	C.O. Trunk Cards		4
	DID Trunk Cards		4
	TIE Trunk Cards/4 Wire		8
	RAN Trunk Cards		1
	Digitone Receiver Cards		3
	Modem for Remote Access		1
	Maintenance phone - Switch Room		
	SL-1 without Digit Display		1
	Reserve Battery Supply, 4 hours		1
	Recorded announcement drum for intercept		

Equipment Location:

Federal Express Corporation
889 Ridgelake Dr.
Memphis, TN 38119

SCHEDULE A

BOOK 504 PAGE 163

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1	1 Channel, 16 seconds Electronic Key Telephones		1
	Single Line Touch-Tone Telephones - Desk - Ash		36
	3 Pair Teflon Cable Assemblies		4
	Teflon Console Table		40
	Advanced Station Features		1
	Recorded Ann. Intercept		1
	Time and Date		1
	End-to-End Signalling		1
	Basic Automatic Route Selection (BARS) (1000 codes)		1
	Make Set Busy		1
	2500 Set Features		1
	Digit Display on SL-1 Sets		1
	Office Data Administration		1
	Automatic Route Selection		1
	Priority Queuing		1
	ACD Base		1
	Automatic Call Distributor - A		1
	Message Center		1
	History File		1
	Coordinated Dialing Plan		1
	Dial Intercom		1

Equipment Location:

Federal Express Corporation
889 Ridgelake Dr.
Memphis, TN 38119

SCHEDULE AI. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
SL-1M	Northern Telecom Phone System which includes:		
	Common Equipment Cabinet 9 Perp Shelves Capacity		1
	Central Processing Unit (1 max.)		1
	Memory Cards, 64K words each (3 max.)		3
	Network Cards, 60 time slots each (6 max.)		1
	Conference/Network Cards (1 max.)		1
	Serial Data Interface Cards, 2 ports each (3 max.)		1
	Tape Drive Unit with Generic 711		1
	Perp A shelf assembly (10 card capacity)		2
	Perp B shelf (10 card capacity)		1
SL-1	P.E. Cards as follows:		
	Station Cards		4
	2500 Station Cards		6
	C.O. Trunk Cards		10
	PAGE Trunk Cards		1
	Digitone Receiver Cards		3
	Modem for Remote Access		1
	Maintenance Phone - Switch Room		
	SL-1 without Digit Display		1
	Power Failure Transfer per 12 C.O. Trunks		1
SL-1	Electronic Key Telephones		15
	Single Line Touch-Tone Telephones - Desk with Power Failure Button - Ash		12

Equipment Location:

Federal Express Corporation
700 East Alton
Irvine, CA 92705

SCHEDULE A

BOOK 504 PAGE 165

I. EQUIPMENT:

The following equipment is manufactured by Northern Telecom, Inc.

Equipment Schedule 841264

<u>Machine Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
	Single Line Touch-Tone Telephones - Desk - Ash		4
	Single Line Touch-Tone Telephones - Wall - Ash		5
	100 Watt Amplifier		1
	Wall Speakers		2
	Paging Horns		3
	3 Pair Non-Teflon Cable Assemblies		21
	3 Pair Teflon Cable Assemblies		15
	Logic III Speakerphones		3
	Headset Adapter for SL-1		4
	Advanced Station Features		1
	Recorded Ann. Intercept		1
	Time and Date		1
	End-to-End Signalling		1
	Make Set Busy		1
	2500 Set Features		1
	Digit Display on SL-1 Sets		1
	Office Data Administration		1
	Dial Intercom		1
	History File		1

Equipment Location:

Federal Express Corporation
700 East Alton
Irvine, CA 92705

SCHEDULE A

BOOK 504 PAGE 166

I. EQUIPMENT:

The following equipment is manufactured by International Business
Machines Corporation :

Equipment Schedule 841040

<u>Machine/Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
3380 - AA4	Direct Access Storage	23877	1
3380 - AA4	Direct Access Storage	23871	1

Equipment Location: Florida Power Corporation
3201 34th Street South
St. Petersburg, FL 33711

SCHEDULE A

BOOK 504 PAGE 167

I. EQUIPMENT:

The following equipment is manufactured by International Business
Machines Corporation :

Equipment Lease Schedule 841252

<u>Machine-Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
3725 - 001 ✓	Communication Controller	00611	1 ✓
3725 - 1561	Channel Adapter	00611	2
3725 - 4666	Internal Clock Control	00611	3
3725 - 4772	LAB Type B	00611	1
3725 - 4911	LIC Type 1	00611	19
3725 - 7100	256K Storage Increment	00611	2
3725 - 8320	2-Processor Switch	00611	2
3725 - 001 ✓	Communication Controller	00791	1
3725 - 1561	Channel Adapter	00791	2
3725 - 4666	Internal Clock Control	00791	3
3725 - 4772	LAB Type B	00791	1
3725 - 4911	LIC Type 1	00791	15
3725 - 7100	256K Storage Increment	00791	2
3725 - 8320	2-Processor Switch	00791	2
3725 - 001 ✓	Communication Controller	00862	1
3725 - 1561	Channel Adapter	00862	2
3725 - 4666	Internal Clock Control	00862	3
3725 - 4772	LAB Type B	00862	1
3725 - 4911	LIC Type 1	00862	15
3725 - 7100	256K Storage Increment	00862	2
3725 - 8320	2-Processor Switch	00862	2

Equipment Location:

General Electric Company
Aircraft Engine Business Group
CCPO Building DMD 232
1 Neuman Way
Cincinnati, Ohio 45215

SCHEDULE A

BOOK 504 PAGE 168

I. EQUIPMENT:

The following equipment is manufactured by International Business
Machines Corporation :

Equipment Lease Schedule 841252

<u>Machine-Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
3727 - 700 /	Operator Console	A0495	1
3727 - 700 /	Operator Console	A0629	1
3727 - 700 /	Operator Console	A1085	1

Equipment Location:

General Electric Company
Aircraft Engine Business Group
CCPO Building DMD 232
1 Neuman Way
Cincinnati, Ohio 45215

SCHEDULE A

BOOK 504 PAGE 163

I. EQUIPMENT:

The following equipment is manufactured by International Business Machines Corporation :

Record Number 841189

<u>SERIAL NUMBER</u>	<u>UNIT TYPE</u>	<u>MODEL/ FEATURE</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>NEW OR USED</u>
<u>SYSTEM A</u>					
	3725	001	Communication Cont.	1	New
		1561	Channel Adapter	2	
		4772	L.A.B. Type B	1	
		4911	LIC Type 1	21	
		4931	LIC Type 3	2	
		7100	256K Storage Increm.	2	
	3727	700	Operator Console	1	New
<u>SYSTEM C</u>					
	3725	001	Communication Cont.	1	New
		1561	Channel Adapter	2	
		4772	L.A.B. Type B	1	
		4911	L.I.C. Type 1	2	
		4931	L.E.C. Type 3	7	
		7100	256K Storage Increase	2	
		9063	Classic Blue	1	
		9102	L.E.C. Type 1 W/O ICC	2	
		9302	L.E.C. Type 3 W/O ICC	7	
	3727	700	Operator Console	1	New

Equipment Location:

General Motors Corporation
General Motors Technical Ctr.
7000 Chicago Rd.
Warren, MI 48090

SCHEDULE A

BOOK 504 PAGE 170

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc. :

Equipment Lease Schedule 841284

Product Description	Price Element Code	Quantity
DIMENSION 2000		
1 E64FP2WAXX Common Equip.	-	1
2 E64EFUAJ SMOR LOC Storage	7094-010	1
3 E64FF2HS T.O.D. Clock Sync	64702	2
4 E64FF2WB+X MOD CE	226	4
5 E64FF2WC Addl Control Carrier	64201	2
6 E64FF2WJ DUP CC CABLES	-	1
7 E64FF2WL Dual Data Chan Ckt Pk	64664	6
8 E64FF2WM Fans & Filter	-	13
9 E64FF2WN Link Carrier	64223	4
10 E64FF2WO Link Circuit Pack	64224	72
11 E64FF2WQ TK Cir Car	64007	2
12 E64FF2WS Tk CR PK-CO WO DID	64168	36
13 E64FF2WT TK CR PK-CO/DID	64167	11
14 E64FF2WU Tk CR Pk-CO Tie	64169	51
15 E64FF2WV TK CR PK-CO AUX	64012	1
16 E64FF2WW TK CR PK-TT RCU	64165	20
17 E64FF2WZ AIOD Data XMTR Ckt Pk	-	1
18 E64FF2W3 Emrg Pwr Fl Tfr P1	64102	2
19 E64FF2W5+X Line Cabinet	64216	4
20 E64FF2W6 LN GP CON CAR W/O MW	64222	12
21 E64FF2W7 LN Ckt. CAR W/O MW	64006	22
22 E64FF2W8 LN Ckt. Pk. W/O MW	64150	500
23 E64FF2W9 Frequency Generator	64284	13
24 E64FF2XP Tk. CR PK-REC Anc	64069	2
25 E64FF3EA ID Tone Cir Pk	64149	6
26 E64FF3EB TK CR PX - RLT	64169	3
27 E64FF3EC DPS ARGIF Cr Pk	64055	1
28 E64FF3FB DSPL ARG SY ST IND	64110	2
29 E64FF3FC++ Back Up Sta Set	-	1
30 E64FF3WH TTN SNDR Ckt. Pk	74177	3
31 E64FF2W1 AIOD Interface	64107	1

Equipment Location:

Honeywell, Inc.
300 Concord Rd.
Billerica, MA 01821

SCHEDULE A

BOOK 504 PAGE 171

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc. :

Equipment Lease Schedule 841284

1	E64FFC6P+X - CACS-BAS EQ 600/2000	7080	1
2	E64FFC6Q - CAC 2nd ACS 600/2000	7080	1
3	E64FF35W - TTN SNDR CXT PK	64166	12
4	E64FF3FC++ - BACK UP STA SET	--	1
5	E64EFUAJ - SHDR LOC. STR UNIT	7094010	1
6	E64FF2HS - T.O.D. CLOCK SYNC	64702	2
7	E64FP24A+X - CC EQ - CAB + NB PS	6420-900	1
8	E64FF24B+X - MOD COMM EQ	64226	5
9	E64FF24E - CCEQ-DUP+NB PS	64294	1
10	E64FF24G+X - CCSP-CAB+NB PS	64232	1
11	E64FF24J - DUP CC CABLES	--	14
12	E64FF24L - DUAL DATA CHN CXT PK	64664	8
13	E64FF24M - FANS + FILTER	--	10
14	E64FF24N - LINK CARRIER	64223	10
15	E64FF24O - LINKCIRCUIT PACK	64224	134
16	E64FF24Q - TK CIRCUIT CARRIER	64007	8
17	E64FF24S - TX CR PK-CO W/O DID	64168	35
18	E64FF24T - TX CR PK-CO/DID	64167	19
19	E64FF24U - TX CR PK-CO TIE	64169	90
20	E64FF24V - TX CR PK-CO AUX	64012	3
21	E64FF24W - TX CR PK-TT RCU	64165	22
22	E64FF24X - TX CR PK-ATD CONF.	64105	1
23	E64FF24Y - EHRG PWR FAIL TRANS.	64102	2
24	E64FF24Z+X - LINE CABINET	64216	4
25	E64FF246 - LN GP CON CAR W/O MW	64222	14
26	E64FF247 - LN CXT CAR W/O MW	64006	21
27	E64FF248 - LN CXT PK W/O MW	64150	450
28	E64FF24A - ATD INF CIR PK	64106	3
29	E64FF24B+T - LGE WITH DSS+ACI CONS	64124	5
30	E64FF24P - TX CR PK-REC ANNOUNC.	64069	1
31	E64FF24Z - MEH CIR PK 16X	64680	64
32	E64FF3EA - ID TONE CIR PK	64149	12
33	E64FF3EB - TC CR PK-RLT	64169	12
34	E64FF3EC - DSP ARG-IF CR PK	64055	3
35	E64FF3FB - DSPL ARG SY ST IND	64110	15

Equipment Location:

Honeywell, Inc.

200 Smith St.

Waltham, MA 02154

SCHEDULE A

BOOK 504 PAGE 172

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc. :

Equipment Lease Schedule 841284

Product Description DIMENSION 2000		Price Element Code	Quantity
<u>ITEM</u>			
1	E64FFPRCLC-DIM PROGRAM CHG	-	18
2	E64FFPRCTC-DIM PROGRAM CHG	-	3
3	E64EFUAJ-SHOR LOC STORAGE UN	7094-010	1
4	E64FF2HS-T.O.D. CLOCK Sync	64702	2
5	E64FP2WA+X-CC EQ - CAB & NB PS	6420900	1
6	E64FF2WB+X-MOD CE	64226	1
7	E64FF2WL - DUAL DATA CHAN CXT. PK	64664	1
8	E64FF2WM - FANS & FILTER	-	6
9	E64FF2WQ - TX CIR CAR	64007	2
10	E64FF2WS - TX CR PK-CO W/O DID	64168	7
11	E64FF2WT - TX CR PK CO/DID	64167	6
12	E64FF2WU - TX CR PK-CO TIE	64169	27
13	E64FF2WW - TX CR PK-TT RCU	64165	16
14	E64FF2W3 - EMRG PWR FL TFR PL	64102	1
15	E64FF2W5+X - LINE CABINET	64216	2
16	E64FF2W6 - LN GP CON CAB W/O MW	64222	4
17	E64FF2W7 - LN CXT. CAR W/O MW	64006	1
18	E64FF2W8 - LN CXT PK W/O MW	64150	185
19	E64FF2W9 - FREQUENCY GENERATOR	64284	4
20	E64FF2XP - TX CR PK REC ANC	64069	1
21	E64FF2XZ - MEM CIR PK 16K	64680	16
22	E64FF3EA - ID TONE CIR PK	64149	1
23	E64FF3FB - DSPL ARG SY ST IND	64110	1
24	E64FF3FC++ - BACK UP STA SET	-	1

Equipment Location: Honeywell, Inc.
250 Merrimack St.
Lawrence, MA 01843

SCHEDULE A

BOOK 504 PAGE 173

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc. :

Equipment Lease Schedule 841284

DIMENSION 2000		Price Element Code	Quantity
1	E64FPWA+X - COMMON EQUIP	--	1
2	E64EFUAJ - SHDR LOC STR UNIT	7094-010	1
3	E64FF2HO - ADDMASTER PRINTER	64067	2
4	E64FF2HS - T.O.D. CLOCK SYNC	64702	2
5	E64FF2HB+X - MOD. COMM. EQUIP.	64226	2
6	E64FF2HL - DUAL DATA CHN CTK PK	64664	4
7	E64FF2HM - FANS + FILTER	--	7
8	E64FF2HN - LINK CARRIER	64223	2
9	E64FF2HO - LINK CIRCUIT PACK	64224	22
10	E64FF2HO - TK CIRCUIT CARRIER	64007	3
11	E64FF2HS - TK CR PK-CO W/O DID	64168	36
12	E64FF2HT - TK CR PK-CO/DID	64167	9
13	E64FF2HU - TK CR PK-CO TIE	64169	37
14	E64FF2HV - TK CR PK-CO AUX	64012	3
15	E64FF2HW - TK CR PK-TT RCU	64165	18
16	E64FF2HZ - AIOD DATA XMTR CXT PK	--	1
17	E64FF2H3 - EMRG PWR FAIL TRANS	64102	2
18	E64FF2H5+X - LINE CABINET	64126	2
19	E64FF2H6 - LN GP CON CAR W/O HW	64222	5
20	E64FF2H7 - LN CXT CAR W/O HW	64006	10
21	E64FF2H8 - LN CXT PK W/O HW	64150	220
22	E64FF2H9 - FREQUENCY GENERATOR	64284	5
23	E64FF2XP - TK CR PK REC ANNOUNC	64069	2
24	E64FF3EA - ID TONE CIR PK	64149	4
25	E64FF3EB - TONE CR PK RLT	64169	2
26	E64FF3EC - DSP ARG IF CR PK	64055	5
27	E64FF3FB	64110	1
28	E64FF3FC++ - LN ITEM SET FOR DEL	--	1
29	E64FF3HW - TTN SHDR CXT PACK	64166	2

Equipment Location: Honeywell, Inc.
131 Needham St.
Newton, MA 02161

SCHEDULE A

BOOK 504 PAGE 174

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information Systems, Inc. :

Equipment Lease Schedule 841284

Product Description	Price Element Code	Quantity
Dimension 2000		
Dimension 2000		
<u>Item</u>		
1 E64FF3FC++ - BACK UP STATION SET	--	1
2 E64FF3FB - DSPL ARG SYST ST INDIC	64110	1
3 E64FFPRCLC - DIM PROG CHG	--	13
4 E64FFPRCTC - DIM PROG CHG	--	3
5 E64EFUAJ - SHDR LOC STORAGE IN	7094-010	1
6 E64FF2HS - T.O.D. CLOCK SYNC	64702	2
7 E64FP2WA+X - CC EQ CAB + NB PS	6420-900	1
8 E64FF2WB+X - MOD CE	64226	1
9 E64FF2WE - CCEQ DUP+ NB PS	64294	1
10 E64FF2WG+X - CCSP CAB+NB PS	64232	1
11 E64FF2WL - DUAL DATA CHAN CXT PK	64664	4
12 E64FF2WM - FANS + FILTER	--	5
13 E64FF2WQ - TK CIR CAR	64007	3
14 E64FF2WS - TK CR PX CO WO DID	64168	9
15 E64FF2WT - TK CR PK CO/DID	64167	8
16 E64FF2WU - TK CR PX CO TIE	64169	21
17 E64FF2WV - TK CR PX CO AUX	64012	1
18 E64FF2WW - TK CR PK TT RCU	64165	10
19 E64FF2WZ - AIOD DATA XMTR CXT PK	--	1
20 E64FF2W3 - EMRG PWR FAIL TRANS	64102	1
21 E64FF2W5+X - LINE CABINET	64216	1
22 E64FF2W6 - LN GP CON CAR W/O MW	64222	3
23 E64FF2W7 - LN CXT CAR W/O MW	64006	6
24 E64FF2W8 - LN CXT PK W/O MW	64150	128
25 E64FF2W9 - FREQUENCY GENERATOR	64284	4
26 E64FF2XP - TK CR PX REC ANNOUNC	64069	1

Equipment Location: Honeywell, Inc.
28 Life St.
Brighton (Boston), MA 02135

SCHEDULE A

BOOK 504 PAGE 175

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information
Systems, Inc. :

Equipment Lease Schedule 841284

Product Description Dimension 2000	Price Element Code	Quantity
27 E64FF2XZ - MEM CIR PK 16K	64680	40
28 E64FF3EA - ID TONE CIR PK	64149	2
29 E64FF3EB - TX CR PK RLT	64169	2
30 E64FF3EC - DSPLARG IF CR PK	64055	2
31 E64F3FB - LN ITEM SET FOR DEL	--	-
32 E64FF3FC++ - LN ITEM SET FOR DEL	--	0
33 XRF PE BLK LN ITEM SET FOR DEL	--	0

Equipment Location: Honeywell, Inc.
38 Life St.
Brighton, (BOSTON) MA 02135

SCHEDULE A

BOOK 504 PAGE 176

I. EQUIPMENT:

The following equipment is manufactured by
Systems, Inc. :

AT&T Information

Equipment Lease Schedule 841284

Product Description	Price Element Code	Quantity
DIMENSION 2000		
1 E64FFPRCLC - DIM PRUB CHG	--	8
2 E64FFPRCTC - DIM PROG CHG	--	3
3 E64EFUAJ - SMOR LOC STORAGE UN	7094-010	1
4 E64FF2H4 - TK CIR PK TIE/RLT	64159	13
5 E64FF2HS - T.O.D. CLOCK SYNC	64702	2
6 E64FP2HA+X - CC EQ - CAB + NB PS	6420-900	1
7 E64FF2HB+X - MOS CE	64226	1
8 E64FF2HE - CCEQ DUP + NB PS	64294	1
9 E64FF2HL - DUAL DATA CHAN CKT PK	64664	2
10 E64FF2HM - FANS + FILTER	--	5
11 E64FF2HQ - TK CIR CAR	64007	2
12 E64FF2HS - TK CR PK CO W/O DID	64168	9
13 E64FF2HT - TK CR PK CO/DID	64167	8
14 E64FF2HU - TK CR PK CO TIE	64169	24
15 E64FF2HV - TK CR PK CO AUX	64102	1
16 E64FF2HW - TK CR PK TT RCU	64165	4
17 E64FF2WZ - AIOD DATA XMTR CKT PK	--	1
18 E64FF2W3 - EMRG PWR LF TFR PL	64102	1
19 E64FF2W5+X - LINE CABINET	64216	1
20 E64FF2W6 - LN GP CON CAR W/O HW	64222	2
21 E64FF2W7 - LN CKT CAR W/O HW	64006	6
22 E64FF2W8 - LN CKT PX W/O HW	64150	110
23 E64FF2W9 - FREQUENCY GENERATOR	64284	2
24 E64FF2XP - TK CR PX REC ANC	64069	1
25 E64FF2XQ+X - DSPL CL NR PER STA	64055	1
26 E64FF2XZ - MEM CIR PK 16X	64680	16
27 E64FF3EA - ID TONE CIR PK	64149	2
28 E64FF3EB - TX CR PX RLT	64169	2
29 E64FF3EC - DSP ARG IF CR PK	64055	2
30 E64FF3FB - DSPL ARG SY ST IND	64110	1
31 E64FF3FC++ - BACK UP STA SET	--	1

Equipment Location:

Honeywell, Inc.
 65 Walnut St.
 Wellesley, MA 02181

SCHEDULE A

BOOK 504 PAGE 177

I. EQUIPMENT:

The following equipment is manufactured by AT&T Information
Systems, Inc. :

Equipment Lease Schedule 841284

DIMENSION 400		Price Element Code	Quantity
<u>DESCRIPTION</u>	<u>EPEC</u>		
1	E64CFPRHLA - DIM 400 MEM		1
2	E64CFPRMTA - DIM 400 FP		1
3	E64CF2CL - LINE CIR CAR		1
4	E644CF2CN - LINE CIR PK		20
5	E64CF2CO - TX CIR CAR		1
6	E64CF2CU - CP AUX TX INTER		1
7	E64CF2CW - TT REC		5
8	E64CP2CZ - D400NONFP15		1
9	E64CF2DP - ANN/INTC ARGHT		1
10	E64CF2EA - CAS ID TONE		1
11	E64CF2EB - CAS RLT CP		3
12	E64CF2EC - D400 INT CX PK CAS		4
13	E64CF2ED - D400 CAS SYS STA IND		1
14	E64CF2FT - TX CP TIE/RLT TYPE		2
15	E64CF2TH - BASIC CAB THERM CTRL		1
16	E64CF2TQ - TX CP-CO-N-DID		5
17	E64CF2TS - TX CP TIE TX		7
18	E99ZPPYZZ - SPL/ASSEM/FSS		2

Equipment Location:

Honeywell, Inc.
47 Harvard St.
Westwood, MA 02090

SCHEDULE A

BOOK 504 PAGE 178

I. EQUIPMENT:

The following equipment is manufactured by International Business
Machines Corporation :

Equipment Schedule 841500

<u>Machine-Model/Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Quantity</u>
3380-B04	Disk Storage	65636	1
3380-B04	Disk Storage	67257	1

Mailed to Secured Party

Equipment Location:

Lamb Technicon Corp.
23451 Pinewood
Warren, MI 48091

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 504 PAGE 179
Identifying File No. 264264

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 9-23-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Schillinger's Farm
Address 8029 New Cut Road, Severn, MD 21144

Mailed to Secured Party

2. SECURED PARTY

Name Rio Del Mar Enterprises, Ltd.
Address P.O. Box 1409

Easton, Maryland 21601

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

3. Maturity date of obligation (if any) 10-01-90

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

1 - New - Case/IH Model 885RC Tractor - serial no. B018167

"Exempt-Conditional Sales Contract"

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)

1350
 (Proceeds of collateral are also covered)
 (Products of collateral are also covered)

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

J. I. CASE CREDIT CORP.
5790 Widewaters Parkway
DeWitt, N.Y. 13214

John A. Schillinger
(Signature of Debtor)

John A. Schillinger
Type or Print Above Name on Above Line

James D. Schillinger
(Signature of Debtor)

James D. Schillinger
Type or Print Above Signature on Above Line

Richard P. Harding
(Signature of Secured Party)

Richard P. Harding, Controller
Type or Print Above Signature on Above Line

RECEIVED

1986 OCT 20 PM 2:48

F. AUSTIN COLLISON
CLERK

CR
CLERK

264265

BOOK 504 PAGE 180

FINANCING STATEMENT

October 7, 1986

1. Name of Debtor(s): Annapolis Fitness, Inc. Subject to
Address: 2000 A. Industrial Dr. recordation tax
Annapolis, Md. 21401 of \$ _____

2. Name of Secured Party: Annapolis Federal Savings and Loan Association
Consumer/Commercial Lending Department
Address: P.O. Box 751
Annapolis, MD 21404

RECORD FEE 1.10
RECORD FEE 9.90
POSTAGE .50
650753 135 RM 113:24
OCT 20 1986

3. This Financing Statement covers the following types (or items) of property: All Furniture, Fixtures, equipment and Accounts Receivable now owned or hereafter Acquired.

Debtor(s):
Annapolis Fitness, Inc.
By: Barbara P. Cliff President
By: B. Bahner SIC

Secured Party:
ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
By: [Signature]
(Authorized Signature)
Paul R. O'Connell, A.V.P.
(Type Name and Title)

1986 OCT 20 PM 2:48
AUBREY COLLISON
CLERK

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

11/50

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 June 10, 1985 10.00am Record Reference Liber 2724 Folio 002061
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Fairview Marine Corporation		1575 Fairview Beach Road	Pasadena	Maryland

Name of Secured Party or assignee	No.	Street	City	State
Heritage International Bank		7126 Wisconsin Avenue	Bethesda,	Maryland

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

Heritage International Bank
7126 Wisconsin Avenue
Bethesda, Maryland 20814
Attn: Loan Department

RETURN TO:

Mailed to Secured Party

1986 OCT 20 PM 2:48
E. AUBREY COLLISON
CLERK

Debtor(s) or assignor(s)

Heritage International Bank (Seal)

Signature of Secured Party or Assignee
Bruce A. Cameron-Vice President

(Type or print name under signature)

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

12.00
.50

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

BOOK 504 PAGE 182

DATE: October 6, 1986

(X) Not Subject to Recordation Tax

264353

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s): Severn Companies, Inc.

ADDRESS: 410 Severn Ave.
Suite 404
Annapolis, Md. 21403

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:

Central Processing Unit (CPU) DEC MDL 11/751 Computer, serial # 87046629X,
plus peripheral equipment

RECORDED 11.00
INDEXED .50
OCT 20 1986 7:31:29
OCT 20 86

1986 OCT 20 PM 2:48
A. MURPHY COLLISON
CLERK

CR
CLERK

DEBTOR(S):

Severn Companies
[Signature]
Jack R. Steere, President
President

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: Robert E. Mann
(Authorized Signature)

Robert E. 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.)

Mailed to Secured Party

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

BOOK 504 PAGE 183

FINANCING STATEMENT

DATE: October 6, 1986

201359

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s): Alfa Printing, Inc.
T/A Minuteman Press

ADDRESS: 3515 Fort Meade Road
Laurel, MD 20707

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 FE 12.00
INDEXED 034 01 10:35
OCT 20 86

1986 OCT 20 PM 2:48
E. AUDREY COLLISON
CLERK



DEBTOR(S):
Alfa Printing, Inc.
T/A Minuteman Press

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS
AND LOAN ASSOCIATION

By:

Anna M. Naimaster
Anna M. Naimaster, President

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

BOOK 504 PAGE 184

264267

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)

Manning, Gerard J.
Manning, Kathleen M.
651 Ranger Ct.
Davidsonville, MD 21035

2 Secured Party(ies) and address(es)

Avon Park South Associates
Limited Partnership
35 Tower Lane-P.O. Box 716
Avon, Connecticut 06001

3 Maturity date (if any):

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

12:30
1:30
1:35-45
12:30 36

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

ALL S. Molinari, Esq.

All of Debtor's right, title and interest as a limited partner in Avon Park South Associates Limited Partnership, a Connecticut Limited Partnership, including the right to receive distributions, proceeds and return of capital contributions.

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

The Banking Center
60 North Main Street
Waterbury, CT 06702

Attn: Commercial Loan 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:

Filed with:

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

Kathleen Manning
Gerard Manning

Avon Park South Associates
Limited Partnership

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

Title

By: _____
Signature(s) of Secured Party(ies)

Title

(1) Filing Office Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Mailed to Secured Party

1990 OCT 20 PM 2:49
CLERK
E. AUBREY COLLISON
CLERK

aa
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 Glen Burnie Chamber of Commerce

Address 101 Crain Highway NW, Glen Burnie, Maryland 21060

2. SECURED PARTY

Name MAROX LEASING COMPANY

Address P. O. BOX 463

HUNT VALLEY, MARYLAND 21030

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

3. Maturity date of obligation (if any) _____

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

1 - Gestener Copier, S/N 95J6589

ASSIGNMENT TO JOHN HANSON SAVINGS & LOAN, 17710 BELTSVILLE DRIVE, BELTSVILLE, MD 20705

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Jan Hoffberger
(Signature of Debtor)

Jan Hoffberger
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line



Mailed to Secured Party

Louise Neutze
(Signature of Secured Party)

Louise E. Neutze,
Type or Print Above Signature on Above Line

1986 OCT 20 PM 2:49
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 504 PAGE 186

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 264269

If transaction or transactions wholly or partially subject to 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 Anthony J. Farace T/A New Windsor Automotive Specialities

Address 307 High Street, New Windsor, MD 21776

2. SECURED PARTY

Name MAROX LEASING COMPANY

Address P.O. Box 463, Hunt Valley, MD 21030

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

RECORD FEE 12.00
10974 CTR 01 113145
01 20 86

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
JOHN HANSON SAVINGS & LOAN
17710 Beltsville Drive
Beltsville, MD 20705

- 1 - SP-94 Rotary Service Mounted Lift
- 1 set - 4FJ696 Rotary Auxiliary adapters

CHECK THE LINES WHICH APPLY

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

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

Anthony J. Farace

(Signature of Debtor)

ANTHONY J. FARACE

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Louise Neutz

(Signature of Secured Party)

LOUISE E. NEUTZ

Type or Print Above Signature on Above Line

1986 OCT 20 PM 2:49
E. AUBREY COLLISON
FILER

Al
12-

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 RICHARD WHEELER T/A UNION MORTGAGE CO., INC.
Address 4570 West Grove Drive #240, Dallas, TX 75248

2. SECURED PARTY

Name MAROX LEASING COMPANY
Address P.O. Box 463
Hunt Valley, MD 21030

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

3. Maturity date of obligation (if any) _____

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

- 1 - Gestetner #2110 C Copier S/N 228585
- 1 - IBM Selectric III Typewriter S/N 6339062
- 1 - Copy Stand
- 2 - Citizen 210 DP Calculators Display Printer S/N 50102307
50102308

LOCATION: 7310 Ritchie Highway, Suite 510, Glen Burnie, MD 21061
ASSIGNED TO JOHN HANSON SAVINGS AND LOAN, 17710 Beltsville Drive, Beltsville, MD 20705

CHECK THE LINES WHICH APPLY

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

(Signature of Debtor)
Richard O. Wheeler
Type or Print Above Name on Above Line

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

Mailed to Secured Party
Louise Neutze
(Signature of Secured Party)
LOUISE E NEUTZE
Type or Print Above Signature on Above Line

1966 OCT 20 PM 2:49
E. ALBERT COLLISON
CLERK

264271

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 Peltzman & Associates
Address 431 Blosson Tree Drive Annapolis, Maryland 21401

2. SECURED PARTY

Name MAROX LEASING COMPANY
Address P. O. BOX 463
HUNT VALLEY, MARYLAND 21030
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

1 - Canon PC Copier, S/N CDQ05293

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)

Cynthia G. Peltzman
(Signature of Debtor)

Cynthia G. Peltzman
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Louise E. Neutze
(Signature of Secured Party)

Louise E. Neutze,

Type or Print Above Signature on Above Line

p4
w/etal →

1986 OCT 20 PM 2:49
E. JAMES BOLLISSON
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264273

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

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

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

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

1. DEBTOR

Name John & William Dierker dba Dierker Auto Sales
Address 4110 3100 Mountain Road, Pasadena, MD 21122

2. SECURED PARTY

Name MAROX LEASING COMPANY
Address P.O. Box 463, Hunt Valley, MD 21030

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

3. Maturity date of obligation (if any):

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

Name and address of Assignee

- 1 - Pentron Engine Analyzer
1 - 200 C Jenny Steam Cleaner

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)

X

Signature of Debtor: William J. Dierker

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

Signature of Debtor: John P. Dierker

Type or Print Above Name on Above Line: John P. Dierker

Signature of Debtor: John P. Dierker

Type or Print Above Signature on Above Line: John P. Dierker

Mailed to Secured Party

Signature of Secured Party: Louise E. Neutze

Type or Print Above Signature on Above Line: LOUISE E. NEUTZE

CLERK

1986 OCT 20 PM 2:49
E. AURBEY COLLISON
CLERK

264273

BOOK 504 PAGE 190

Form E.C.S.-1

WASHINGTON GAS LIGHT COMPANY
RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

CONTRACT NO.
W-M-V
No. 18300

DEFINITIONS. The following terms have the meanings given below:

A. Debtor (hereinafter "buyer") means: LINDA FISHER
Name(s): Miles G. Sugrue
Address: 321 Edgemere Dr.
Annapolis Md. 21403
Telephone: (H) 269-0653 (O) 624-6565

B. Secured Party (hereinafter "seller") means:
Washington Gas Light Company
1100 H Street, N.W.
Washington, D.C. 20080
Telephone: (703) 354-5700

C. Collateral (hereinafter "products") means: Thermal Roofing
Install Gambo Heritage Rustic Cedar
fiberglass shingles
Remove existing shingle and install new felt. Clean
up and haul away debris
Work around two chimneys and valley areas
Remove and re-install one antenna.

D. The products are to be affixed to the real estate (hereinafter "property") which property is known as: 321 Edgemere
Dr. Annapolis Maryland 21403
the legal description of which is LOT 32 BLK P SEC. 2
HILLSMERE ESTATES SUBD., Anne Arundel COUNTY
STATE/DISTRICT OF Maryland, and the record owner(s) of which is (are) _____, tax account no. _____

E. Services means the installation of products at or in the house or structure located at the property (check if seller's obligation and applicable), the () disposal of existing doors and windows, () removal of air conditioner and fan, () patching of drywall and plaster, and () additional work as follows: _____

Services do not include, and BUYER IS RESPONSIBLE FOR, preparing work sites for seller's unimpeded access for installation of products, cleaning of products, sanding and finishing, correcting any hidden defects or any other conditions in or at the property, and completing all other tasks not specifically set forth above as an obligation of seller.

F. Period of work means the date or dates which is or are within the period which is approximately 4 to 6 weeks from the date buyer signs this Contract.

G. Price, payment schedule, and payment terms have the meanings given below.

(1) Price:	Amount
1. Cash Price of Above Items	\$ 3840
2. Sales Tax (if applicable)	—
3. Cash Price of Services (if applicable)	—
4. Total Cash Price (1+2+3)	3840 00
5. Cash Downpayment (no more than 33% at execution) (Maryland)	—

6. ANNUAL PERCENTAGE RATE (cost of credit to buyer as yearly rate)	— %
7. FINANCE CHARGE (dollar amount credit will cost buyer)	—
8. Amount Financed (amount of credit provided to buyer) (4-5)	3840 00
9. Total of Payments (total amount buyer will have paid after payment of all scheduled payments) (7+8)	3840 00
10. Total Sales Price (total price of buyer's purchase on credit) (including downpayment) (4+7)	\$ 3840 00

(2) Payment Schedule:	Number of Payments	Amount of Payments	When Payments are Due
By <u>separately</u>	<u>479</u>	\$ <u>8 00</u>	Monthly beginning <u>7/86</u> (estimated)
By <u>1</u>	<u>8</u>	\$ <u>8 00</u>	<u>120</u> months later <u>7/96</u> (estimated)

(3) Payment terms: (a) In the event of prepayment in full, buyer will not have to pay a penalty and may be entitled to a partial rebate of the finance charge. (b) Buyer gives seller a security interest in the products and seller retains title to products until payment in full. (c) Information about other payment terms, non-payment, default, acceleration, and rebates may be found on the reverse side hereof.

II. NOTICES TO BUYER.

A. Signing, Copy, and Other Information. This Contract shall not be signed in blank. See other side of this document for important information and terms. These terms are a part of this Contract. You are entitled to a readable copy of this Contract at the time you sign it.

B. Prepayment, Redemption, and Resale for Maryland Buyers. Under the Maryland state law regulating installment sales, you have certain rights, among others: (1) to pay off the full amount due in advance and obtain a partial rebate of the finance charge, (2) to redeem the property if repossessed for a default, and (3) to require, under certain conditions, a resale of the property, if repossessed.

Cancellation. BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Seller and Secured Party: NOY BAKER JR 3-5-84
By: NOY BAKER JR Date
Sales Person's License No. _____

Buyer and Debtor: Miles G. Sugrue 3-5-86
By: MILES G. SUGRUE Date
By: LINDA FISHER SUGRUE 7/1/86
Linda Fisher Sugrue Date

Seller's License Nos. D.C. 249 VA. 014965 MD. 9850

Buyer hereby acknowledges that before buyer signed the Contract, seller submitted the Contract with all the blank spaces filled in, that buyer had a reasonable opportunity to examine it, and that thereafter a legible, and complete copy thereof was delivered to buyer.

Buyer: Miles G. Sugrue By: Linda Fisher Sugrue

1 (WHITE) Original - Recorder of Deeds 3 (BLUE) Seller, Cust Acctg 5 (PINK) Seller, E.C.S. Copy
2 (WHITE) Dupl Orig - Seller, Credit Dept 4 (GREEN) Buyer's Copy 6 (YELLOW) Seller, Credit Dept Copy

CONTRACT NO.
W-M-V
No. 18300
Revised: 7/83

Order # 8793
Dept # 286
6/10/15 JME
Approved Man
JUL 26 1986

TRUTH IN LENDING
DISCLOSURES

IV. **PAYMENT TERMS.** Buyer shall pay seller the total sales price for products and services in accordance with the price, payment schedule, and payment terms. Billing for products and services will begin during the period which is 3 to 45 days after seller's completion of services and payments are due on billing. Finance charges shall begin to accrue on the date buyer is first billed. All finance charges will be cancelled if the total cash price is paid in full by the due date of the third installment. If buyer prepays the unpaid balance in full, the unearned finance charge shall be computed by the actuarial method and deducted from the unpaid balance. Buyer warrants that the credit information supplied by buyer to seller, and the representations buyer has made in this Contract, are correct.

V. **TIME OF PERFORMANCE.** Seller shall perform services during the period of work. In the event of the occurrence of any events or circumstances beyond seller's control, which delay seller's complete performance of services, the period of work shall be extended until such time as seller can, under the circumstances, reasonably be expected to complete performance and seller shall not be liable for such delay. If, however, such delay results in the postponement of seller's complete performance for an unreasonably long time, this Contract shall be reformed to reflect seller's actual performance and each party is then discharged of any and all liability to the other for the portions not performed by seller.

VI. **FULL ONE YEAR WARRANTY.** Seller warrants products against any defects in materials or workmanship appearing within one year from seller's completion of services. Should a covered defect appear, seller will correct it at no cost to buyer, provided buyer, within the one year period, notifies seller of the defect in writing or by telephone at: Energy Conservation Systems, Washington Gas Light Company, 6801 Industrial Road, Springfield, Virginia, 22151 (703-354-5700). These warranties are in addition to any warranties made by the manufacturer. Warranty information may be obtained from seller without charge. **Seller shall not be liable for incidental, indirect, or consequential damages resulting from any breach of any warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.**

VII. **ALTERATIONS OR VARIATIONS.** Seller may make alterations in, or variations from, products or services without buyer's consent, provided such alterations or variations do not materially diminish the quality of seller's performance.

VIII. **SECURITY.** To secure the payment of buyer's indebtedness to seller as may from time to time exist under this Contract, buyer gives seller a security interest in the products and any proceeds of such products. Until buyer's payment in full of all amounts due on this Contract, seller retains title to products, provided, however, that upon completion of services, the risk of loss to products shall pass to buyer. To perfect its security interest, seller may record an original, a carbon, or photostatic copy of this Contract or an abstract of this Contract. In addition to, or in substitution for, such recording, seller may, unless prohibited by applicable law, execute on behalf of buyer, and record, a Uniform Commercial Code financing statement which accurately reflects the terms of the security interest of seller under this Contract. Buyer shall, on request of seller, promptly execute any instruments necessary to perfect and protect seller's security interest in and title to products.

IX. **SALE OF PROPERTY.** If the property, or any portion thereof, becomes the subject of a contract of sale or transfer, the entire unpaid balance of this Contract shall become due and immediately payable at the closing of the sale or transfer thereof.

X. **DEFAULT AND ACCELERATION.** If buyer fails to make timely payment of any sum owing under this Contract, otherwise materially breaches this Contract, or any of its provisions, has made or makes any material misrepresentation to seller, files a petition in bankruptcy or for the appointment of a receiver of his property, has a petition in bankruptcy or for the appointment of a receiver of his property filed against him, or makes an assignment for the benefit of his creditors, seller may, after the expiration of any legally applicable and legally required waiting period, declare the entire unpaid balance of this Contract to be due and immediately payable and proceed to exercise the rights of enforcement of a secured party under the Uniform Commercial Code in effect in the jurisdiction having jurisdiction over an action for such enforcement. In furtherance of the exercise of these rights, or in addition to, or in substitution therefor, seller may, in accordance with applicable law, enter the premises of buyer, repossess the products, and retain them in satisfaction of the unpaid balance or sell them at a public or private sale, as permitted by applicable law, and, unless absolutely forbidden by the law of the jurisdiction in which such proceedings are brought, recover any deficiency from buyer. Buyer shall be liable for any reasonable attorney's fees and any costs incurred by seller arising out of the institution and prosecution of any legal proceedings brought by seller as the result of buyer's breach of this Contract or as the result of the occurrence of any other events which permit seller to so accelerate the date for payment. For legal proceedings brought, or collection efforts made, in connection with a sale and installation of products and services in a District of Columbia or Maryland property, such attorney's fees shall not exceed 15% of the unpaid balance.

XI. **ASSIGNMENT AND DELEGATION.** Seller may assign or transfer its rights under this Contract at such time and in such manner as it may desire without notice to buyer. Seller may hire independent contractors to perform services under this Contract without notice to buyer.

XII. **GENERAL PROVISIONS.**

A. **Integration of Agreement.** This Contract constitutes the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party, which is not contained in this Contract, shall be valid or binding. This Contract may not be enlarged, modified, or altered except in writing signed by the parties. Seller's sales person is not authorized to agree, on behalf of seller, to any modification or alteration of the printed provisions of this Contract, except in the legal description of the property.

B. **Severability.** If any provision, or part of any provision, of this Contract is specifically held by a court or arbitration panel to be in conflict with applicable law, the validity of the remaining provisions or parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision or part held to be invalid.

C. **Waiver.** No waiver of this Contract shall be held to be a waiver of any other or subsequent breach. Notwithstanding anything in this Contract to the contrary, charges afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract by law.

D. **Credit Approval.** This Contract is binding upon the parties at its execution. However, seller's duties under the Contract are discharged if buyer's credit is, in the good judgment of seller's credit department, substantially impaired and if seller, within 10 business days of such execution, notifies Buyer of such determination. **Current WGL Co. rate for thrift purchase plan contracts."**

E. **Binding Effect.** This Contract shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.

XIII. **OTHER NOTICES.**

A. **Home Improvement Commission.** Services performed in Maryland must be performed by persons or entities licensed by the Home Improvement Commission of Maryland. Inquiries about whether a person or entity is licensed should be directed to the Home Improvement Commission at (301) 659-6310.

B. **Claims and Defenses Against Holder.** Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

C. **SPECIAL CANCELLATION NOTICE FOR DISTRICT OF COLUMBIA BUYERS. BUYER'S RIGHT TO CANCEL:** If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: Washington Gas Light Company, 1100 H Street, N.W., Washington, D.C. 20080. If you cancel, the seller may not keep any of your cash downpayment.

FOR WGL USE ONLY			
CHECKED: WGL E.C.S.	APPROVED: WGL CREDIT DEPT	APPROVED: H.E.B. JUL 14 1986	BILL <input type="checkbox"/> SEPARATELY <input type="checkbox"/> ON GAS BILL W.G.L. ACCOUNT NUMBER

Mailed to Secured Party

WASHINGTON GAS LIGHT COMPANY
RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

264274

Form E.C.S.-1
CONTRACT NO.
No. 1830

I. DEFINITIONS. The following terms have the meanings given below.

A. Debtor (hereinafter "buyer") means: LINDA FISHER SUGRUE
 Name(s): Miles G. Sugrue
 Address: 321 Edgemere Dr.
Annapolis Md. 21403
 Telephone: (H) 269-0653 (O) 624-6565

B. Secured Party (hereinafter "seller") means:
 Washington Gas Light Company
 1100 H Street, N.W.
 Washington, D.C. 20080
 Telephone: (703) 354-5700

FOR FILING OFFICER
 SECURED PARTY DESIRES THIS INSTRUMENT
 TO BE INDEXED AGAINST THE RECORD OWNER
 OF THE REAL ESTATE AND THE REAL ESTATE
 (Date, Time, Number, and Filing Office)

C. Collateral (hereinafter "products") means: Thermal Wall Systems
Install White Enduro Supreme Double 5"
sliding overtop Strata Wall Insulation Board
Remove Existing Asbestos Shingles - Clean up and haul
away debris
Cover fascia rake and gable areas in white aluminum
Install new gutters and downspouts in white
Remove and re-install light fixtures

D. The products are to be affixed to the real estate (hereinafter "property") which property is known as: 321 Edgemere Dr
Annapolis Md, 21403
 the legal description of which is LOT 32 BLK P SEC. 2
HILLSMERE ESTATE SUBD., Anne Arundel COUNTY,
 STATE/DISTRICT OF Maryland and the record owner(s) of which is (are) _____
 tax account no. _____

E. Services means the installation of products at or in the house or structure located at the property (check if seller's obligation and applicable), the () disposal of existing doors and windows, () removal of air conditioner and fan, () patching of drywall and plaster, and () additional work as follows _____

Employer # 87993
Dept # 286
6/4/06/15
J.M.F. 11088-1986

Services do not include, and BUYER IS RESPONSIBLE FOR, preparing work sites for seller's unimpeded access for installation of products, cleaning of products, sanding and finishing correcting any hidden defects or any other conditions in or at the property, and completing all other tasks not specifically set forth above as an obligation of seller.
F. Period of work means the date or dates which is or are within the period which is approximately 4 to 6 weeks from the date buyer signs this contract
G. Price, payment schedule, and payment terms have the meanings given below.

(1) Price:	Amount
1. Cash Price of Above Items	\$ <u>6612.00</u>
2. Sales Tax (if applicable)	
3. Cash Price of Services (if applicable)	
4. Total Cash Price (1+2+3)	<u>6612.00</u>
5. Cash Downpayment (no more than 33% at execution) (Maryland)	

6. ANNUAL PERCENTAGE RATE (cost of credit to buyer as yearly rate)		%
7. FINANCE CHARGE (dollar amount credit will cost buyer)		
8. Amount Financed (amount of credit provided to buyer) (4-5)	<u>6612.00</u>	
9. Total of Payments (total amount buyer will have paid after payment of all scheduled payments) (7+8)	<u>6612.00</u>	
10. Total Sales Price (total price of buyer's purchase on credit) (including downpayment) (4+7)	\$ <u>6612.00</u>	

(2) Payment Schedule:	Number of Payments	Amount of Payments	When Payments are Due
Bill Separately	<u>479</u>	\$ <u>13.78</u>	Monthly beginning <u>7/86</u> (estimated)
	<u>7</u>	\$ <u>11.38</u>	<u>120</u> months later <u>7/96</u> (estimated)

(3) Payment terms: (a) In the event of prepayment in full, buyer will not have to pay a penalty and may be entitled to a partial rebate of the finance charge. (b) Buyer gives seller a security interest in the products and seller retains title to products until payment in full. (c) Information about other payment terms, non-payment, default, acceleration, and rebates may be found on the reverse side hereof.

II. NOTICES TO BUYER.

- A. Signing, Copy, and Other Information. This Contract shall not be signed in blank. See other side of this document for important information and terms. These terms are a part of this Contract. You are entitled to a readable copy of this Contract at the time you sign it.
- B. Prepayment, Redemption, and Resale for Maryland Buyers. Under the Maryland state law regulating installment sales, you have certain rights, among others: (1) to pay off the full amount due in advance and obtain a partial rebate of the finance charge, (2) to redeem the property if repossessed for a default, and (3) to require, under certain conditions, a resale of the property, if repossessed.
- C. Cancellation. BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Seller and Secured Party: TRAY BAKER JR Date: 3-5-86
 Buyer and Debtor: Miles G. Sugrue Date: 3-5-86
LINDA FISHER SUGRUE Date: 7/1/86
 Sales Person's License No. _____
 Seller's License Nos. D.C. 249 VA. 014965 MD. 9850

Buyer hereby acknowledges that before buyer signed the Contract, seller submitted the Contract with all the blank spaces filled in, that buyer had a reasonable opportunity to examine it, and that thereafter a legible, and complete copy thereof was delivered to buyer.

Buyer: Miles G. Sugrue By: Linda Fisher Sugrue

1. (WHITE) Original - Recorder of Deeds
2. (WHITE) Dupl. Orig - Seller, Credit Dept
3. (BLUE) Seller, Cust. Acctg.
4. (GREEN) Buyer's Copy
5. (PINK) Seller, E.C.S. Copy
6. (YELLOW) Seller, Credit Dept. Copy
Revised: 7/83

CONTRACT NO.
W.M.V.
No. 18301

TRUTH IN LENDING DISCLOSURES

95J

III. **SALE.** Seller sells and buyer purchases products and services in accordance with the terms of this Contract.

PAYMENT TERMS. Buyer shall pay seller the total sales price for products and services in accordance with the price, payment schedule, and payment terms. Billing for products and services will begin during the period which is 3 to 45 days after seller's completion of services and payments are due on billing. Finance charges shall begin to accrue on the date buyer is first billed. All finance charges will be cancelled if the total cash price is paid in full by the due date of the third installment. If buyer prepays the unpaid balance in full, the unearned finance charge shall be computed by the actuarial method and deducted from the unpaid balance. Buyer warrants that the credit information supplied by buyer to seller, and the representations buyer has made in this Contract, are correct.

V. **TIME OF PERFORMANCE.** Seller shall perform services during the period of work. In the event of the occurrence of any events or circumstances beyond seller's control, which delay seller's complete performance of services, the period of work shall be extended until such time as seller can, under the circumstances, reasonably be expected to complete performance and seller shall not be liable for such delay. If, however, such delay results in the postponement of seller's complete performance for an unreasonably long time, this Contract shall be reformed to reflect seller's actual performance and each party is then discharged of any and all liability to the other for the portions not performed by seller.

VI. **FULL ONE YEAR WARRANTY.** Seller warrants products against any defects in materials or workmanship appearing within one year from seller's completion of services. Should a covered defect appear, seller will correct it at no cost to buyer, provided buyer, within the one year period, notifies seller of the defect in writing or by telephone at: Energy Conservation Systems, Washington Gas Light Company, 6801 Industrial Road, Springfield, Virginia, 22151 (703-354-5700). These warranties are in addition to any warranties made by the manufacturer. Warranty information may be obtained from seller without charge. **Seller shall not be liable for incidental, indirect, or consequential damages resulting from any breach of any warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.**

VII. **ALTERATIONS OR VARIATIONS.** Seller may make alterations in, or variations from, products or services without buyer's consent, provided such alterations or variations do not materially diminish the quality of seller's performance.

VIII. **SECURITY.** To secure the payment of buyer's indebtedness to seller as may from time to time exist under this Contract, buyer gives seller a security interest in the products and any proceeds of such products. Until buyer's payment in full of all amounts due on this Contract, seller retains title to products, provided, however, that upon completion of services, the risk of loss to products shall pass to buyer. To perfect its security interest, seller may record an original, a carbon, or photostatic copy of this Contract or an abstract of this Contract. In addition to, or in substitution for, such recording, seller may, unless prohibited by applicable law, execute on behalf of buyer, and record, a Uniform Commercial Code financing statement which accurately reflects the terms of the security interest of seller under this Contract. Buyer shall, on request of seller, promptly execute any instruments necessary to perfect and protect seller's security interest in and title to products.

IX. **SALE OF PROPERTY.** If the property, or any portion thereof, becomes the subject of a contract of sale or transfer, the entire unpaid balance of this Contract shall become due and immediately payable at the closing of the sale or transfer thereof.

X. **DEFAULT AND ACCELERATION.** If buyer fails to make timely payment of any sum owing under this Contract, otherwise materially breaches this Contract, or any of its provisions, has made or makes any material misrepresentation to seller, files a petition in bankruptcy or for the appointment of a receiver of his property, has a petition in bankruptcy or for the appointment of a receiver of his property filed against him, or makes an assignment for the benefit of his creditors, seller may, after the expiration of any legally applicable and legally required waiting period, declare the entire unpaid balance of this Contract to be due and immediately payable and proceed to exercise the rights of enforcement of a secured party under the Uniform Commercial Code in effect in the jurisdiction having jurisdiction over an action for such enforcement. In furtherance of the exercise of these rights, or in addition to, or in substitution therefor, seller may, in accordance with applicable law, enter the premises of buyer, repossess the products, and retain them in satisfaction of the unpaid balance or sell them at a public or private sale, as permitted by applicable law, and, unless absolutely forbidden by the law of the jurisdiction in which such proceedings are brought, recover any deficiency from buyer. Buyer shall be liable for any reasonable attorney's fees and any costs incurred by seller arising out of the institution and prosecution of any legal proceedings brought by seller as the result of buyer's breach of this Contract or as the result of the occurrence of any other events which permit seller to so accelerate the date for payment. For legal proceedings brought, or collection efforts made, in connection with a sale and installation of products and services in a District of Columbia or Maryland property, such attorney's fees shall not exceed 15% of the unpaid balance.

XI. **ASSIGNMENT AND DELEGATION.** Seller may assign or transfer its rights under this Contract at such time and in such manner as it may desire without notice to buyer. Seller may hire independent contractors to perform services under this Contract without notice to buyer.

XII. **GENERAL PROVISIONS.**

A. **Integration of Agreement.** This Contract constitutes the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party, which is not contained in this Contract, shall be valid or binding. This Contract may not be enlarged, modified, or altered except in writing signed by the parties. Seller's sales person is not authorized to agree, on behalf of seller, to any modification or alteration of the printed provisions of this Contract, except in the legal description of the property.

B. **Severability.** If any provision, or part of any provision, of this Contract is held to be unenforceable or invalid by a court of law, the validity of the remaining provisions of this Contract shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision or part held to be invalid.

C. **Waiver.** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Notwithstanding anything to the contrary, all remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or by law.

D. **Credit Approval.** This Contract is binding upon the parties at its execution. However, seller's duties under the Contract are discharged if buyer's credit is, in the good faith judgment of seller's credit department, unsatisfactory, and if seller, within 10 business days of such execution, notifies Buyer of such determination.

E. **Binding Effect.** This Contract shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.

XIII. **OTHER NOTICES.**

A. **Home Improvement Commission.** Services performed in Maryland must be performed by persons or entities licensed by the Home Improvement Commission of Maryland. Inquiries about whether a person or entity is licensed should be directed to the Home Improvement Commission at (301) 659-6310.

B. **Claims and Defenses Against Holder.** Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

C. **SPECIAL CANCELLATION NOTICE FOR DISTRICT OF COLUMBIA BUYERS. BUYER'S RIGHT TO CANCEL:** If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: Washington Gas Light Company, 1100 H Street, N.W., Washington, D.C. 20080. If you cancel, the seller may not keep any of your cash downpayment.

FOR WGL USE ONLY			
CHECKED: <i>CEX 7/7/86</i>	APPROVED:	APPROVED: <i>[Signature]</i>	BILL <input type="checkbox"/> SEPARATELY <input type="checkbox"/> ON GAS BILL
WGL E.C.S.	WGL CREDIT DEPT.	H.E.S. JUL 14 1986	W G L. ACCOUNT NUMBER

Mailed to Secured Party

WASHINGTON GAS LIGHT COMPANY
RETAIL INSTALLMENT CONTRACT AND SECURITY AGREEMENT

Form E.C.S.-1

CONTRACT NO.
W-M-V
No. 18302

I. DEFINITIONS. The following terms have the meanings given below:

A. Debtor (hereinafter "buyer") means: LINDA FISHER SUGRUE
 Name(s): Miles G. Sugrue
 Address: 321 Edgemere Dr.
Annapolis Md. 21403
 Telephone: (H) 269-0653 (O) 624-6565

B. Secured Party (hereinafter "seller") means:
 Washington Gas Light Company
 1100 H Street, N.W.
 Washington, D.C. 20080
 Telephone: (703) 354-5700

FOR FILING OFFICER
 SECURED PARTY DESIRES THIS INSTRUMENT
 TO BE INDEXED AGAINST THE RECORD OWNER
 OF THE REAL ESTATE AND THE REAL ESTATE.
 (Date, Time, Number, and Filing Office)
264360

C. Collateral (hereinafter "products") means:
Install ten (10) season-all #195 white
aluminum framed windows with double glass
Install one (1) season-all #142 white sliding aluminum window
with double glass and full screen
Install one (1) season-all #143 white sliding aluminum window
with double glass and full screen
Install three (3) season-all #309 white awning basement
windows with double glass and full screens
Install one (1) #733 white ultra foam filled storm door
Install one (1) #88 white steel replacement door with clear
insulated glass
Full cover wood trim around windows and all proceeds of such products.

D. The products are to be affixed to the real estate (hereinafter "property") which property is known as: 321 Edgemere
Drove, Annapolis, Maryland, 21403
 the legal description of which is LOT 32 98/BLK P, SEC. 2
HILLSMERE ESTATES SUBD., Anne Arundel COUNTY,
 STATE/DISTRICT OF Maryland, and the record owner(s) of which is (are) _____,
 tax account no. _____

E. Services means the installation of products at or in the house or structure located at the property (check if seller's obligation and applicable), the () disposal of existing doors and windows, () removal of air conditioner and fan, () patching of drywall and plaster, and () additional work as follows: _____

Services do not include, and BUYER IS RESPONSIBLE FOR, preparing work sites for seller's unimpeded access for installation of products, cleaning of products, sanding and finishing, correcting any hidden defects or any other conditions in or at the property, and completing all other tasks not specifically set forth above as an obligation of seller.

F. Period of work means the date or dates which is or are within the period which is approximately 10 to 12 weeks from the date buyer signs this Contract.

G. Price, payment schedule, and payment terms have the meanings given below.

(1) Price:	Amount
1. Cash Price of Above Items	\$6575 7197 320
2. Sales Tax (if applicable)	
3. Cash Price of Services (if applicable)	1116 000
4. Total Cash Price (1+2+3)	7691 00
5. Cash Downpayment (no more than 33% at execution) (Maryland)	

6. ANNUAL PERCENTAGE RATE (cost of credit to buyer as yearly rate)		%
7. FINANCE CHARGE (dollar amount credit will cost buyer)		
8. Amount Financed (amount of credit provided to buyer) (4-5)	7691	00
9. Total of Payments (total amount buyer will have paid after payment of all scheduled payments) (7+8)	7691	00
10. Total Sales Price (total price of buyer's purchase on credit) (including downpayment) (4+7)	\$ 7691	00

(2) Payment Schedule:	Number of Payments	Amount of Payments	When Payments are Due
<u>Separately</u>	<u>479</u>	\$ <u>16</u>	<u>02</u> Monthly beginning <u>7/86</u> (estimated)
		\$ <u>17</u>	<u>42-120</u> months later <u>7/96</u> (estimated)

(3) Payment terms: (a) In the event of prepayment in full, buyer will not have to pay a penalty and may be entitled to a partial rebate of the finance charge. (b) Buyer gives seller a security interest in the products and seller retains title to products until payment in full. (c) Information about other payment terms, non-payment, default, acceleration, and rebates may be found on the reverse side hereof.

II. NOTICES TO BUYER.

- A. Signing, Copy, and Other Information: This Contract shall not be signed in blank. See other side of this document for important information and terms. These terms are a part of this Contract. You are entitled to a readable copy of this Contract at the time you sign it.
- B. Prepayment, Redemption, and Resale for Maryland Buyers. Under the Maryland state law regulating installment sales, you have certain rights, among others: (1) to pay off the full amount due in advance and obtain a partial rebate of the finance charge, (2) to redeem the property if repossessed for a default, and (3) to require, under certain conditions, a resale of the property, if repossessed.
- C. Cancellation. BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

Seller and Secured Party: Raymond M. Baker Jr 3-5-84 Date
 By: Raymond M. Baker Jr (Printed Name)
 Sales Person's License No. _____
 Seller's License Nos. D.C. 249 VA. 014965 MD. 9850

Buyer and Debtor: Miles G. Sugrue 3-5-86 Date
 By: Miles G. Sugrue (Printed Name)
Linda Fisher Sugrue 7/1/86 Date
Linda Fisher Sugrue (Printed Name)

Buyer hereby acknowledges that before buyer signed the Contract, seller submitted the Contract with all the blank spaces filled in, that buyer had a reasonable opportunity to examine it, and that thereafter a legible, and complete copy thereof was delivered to buyer.

Buyer: Miles G. Sugrue
 By: Linda Fisher Sugrue

1. (WHITE) Original - Recorder of Deeds
 2. (WHITE) Dupl. Orig - Seller, Credit Dept
 3. (BLUE) Seller, Cust. Acctg.
 4. (GREEN) Buyer's Copy
 5. (PINK) Seller, E.C.S. Copy
 6. (YELLOW) Seller, Credit Dept. Copy

CONTRACT NO.
W-M-V
No. 18302

Revised: 7/83

J.M.F. MAR 1 1986
 Employee # 8793
 Dept # 266
 6/1/06/15
 J.M.F. JUN 26 1986
 6:58:38 PM '86
 1207
 1986

TRUTH IN LENDING DISCLOSURES

III. **SALE.** Seller sells and buyer purchases products and services in accordance with the terms of this Contract.

IV. **PAYMENT TERMS.** Buyer shall pay seller the total sales price for products and services in accordance with the price, payment schedule, and payment terms. Billing for products and services will begin during the period which is 3 to 45 days after seller's completion of services and payments are due on billing. Finance charges shall begin to accrue on the date buyer is first billed. All finance charges will be cancelled if the total cash price is paid in full by the due date of the third installment. If buyer prepays the unpaid balance in full, the unearned finance charge shall be computed by the actuarial method and deducted from the unpaid balance. Buyer warrants that the credit information supplied by buyer to seller, and the representations buyer has made in this Contract, are correct.

V. **TIME OF PERFORMANCE.** Seller shall perform services during the period of work. In the event of the occurrence of any events or circumstances beyond seller's control, which delay seller's complete performance of services, the period of work shall be extended until such time as seller can, under the circumstances, reasonably be expected to complete performance and seller shall not be liable for such delay. If, however, such delay results in the postponement of seller's complete performance for an unreasonably long time, this Contract shall be reformed to reflect seller's actual performance and each party is then discharged of any and all liability to the other for the portions not performed by seller.

VI. **FULL ONE YEAR WARRANTY.** Seller warrants products against any defects in materials or workmanship appearing within one year from seller's completion of services. Should a covered defect appear, seller will correct it at no cost to buyer, provided buyer, within the one year period, notifies seller of the defect in writing or by telephone at: Energy Conservation Systems, Washington Gas Light Company, 6801 Industrial Road, Springfield, Virginia, 22151 (703-354-5700). These warranties are in addition to any warranties made by the manufacturer. Warranty information may be obtained from seller without charge. **Seller shall not be liable for incidental, indirect, or consequential damages resulting from any breach of any warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.**

VII. **ALTERATIONS OR VARIATIONS.** Seller may make alterations in, or variations from, products or services without buyer's consent, provided such alterations or variations do not materially diminish the quality of seller's performance.

VIII. **SECURITY.** To secure the payment of buyer's indebtedness to seller as may from time to time exist under this Contract, buyer gives seller a security interest in the products and any proceeds of such products. Until buyer's payment in full of all amounts due on this Contract, seller retains title to products, provided, however, that upon completion of services, the risk of loss to products shall pass to buyer. To perfect its security interest, seller may record an original, a carbon, or photostatic copy of this Contract or an abstract of this Contract. In addition to, or in substitution for, such recording, seller may, unless prohibited by applicable law, execute on behalf of buyer, and record, a Uniform Commercial Code financing statement which accurately reflects the terms of the security interest of seller under this Contract. Buyer shall, on request of seller, promptly execute any instruments necessary to perfect and protect seller's security interest in and title to products.

IX. **SALE OF PROPERTY.** If the property, or any portion thereof, becomes the subject of a contract of sale or transfer, the entire unpaid balance of this Contract shall become due and immediately payable at the closing of the sale or transfer thereof.

X. **DEFAULT AND ACCELERATION.** If buyer fails to make timely payment of any sum owing under this Contract, otherwise materially breaches this Contract, or any of its provisions, has made or makes any material misrepresentation to seller, files a petition in bankruptcy or for the appointment of a receiver of his property, has a petition in bankruptcy or for the appointment of a receiver of his property filed against him, or makes an assignment for the benefit of his creditors, seller may, after the expiration of any legally applicable and legally required waiting period, declare the entire unpaid balance of this Contract to be due and immediately payable and proceed to exercise the rights of enforcement of a secured party under the Uniform Commercial Code in effect in the jurisdiction having jurisdiction over an action for such enforcement. In furtherance of the exercise of these rights, or in addition to, or in substitution therefor, seller may, in accordance with applicable law, enter the premises of buyer, repossess the products, and retain them in satisfaction of the unpaid balance or sell them at a public or private sale, as permitted by applicable law, and, unless absolutely forbidden by the law of the jurisdiction in which such proceedings are brought, recover any deficiency from buyer. Buyer shall be liable for any reasonable attorney's fees and any costs incurred by seller arising out of the institution and prosecution of any legal proceedings brought by seller as the result of buyer's breach of this Contract or as the result of the occurrence of any other events which permit seller to so accelerate the date for payment. For legal proceedings brought, or collection efforts made, in connection with a sale and installation of products and services in a District of Columbia or Maryland property, such attorney's fees shall not exceed 15% of the unpaid balance.

XI. **ASSIGNMENT AND DELEGATION.** Seller may assign or transfer its rights under this Contract at such time and in such manner as it may desire without notice to buyer. Seller may hire independent contractors to perform services under this Contract without notice to buyer.

XII. **GENERAL PROVISIONS.**

A. **Integration of Agreement.** This Contract constitutes the entire agreement between the parties, and no statement, promise, or inducement made by either party or agent of either party, which is not contained in this Contract, shall be valid or binding. This Contract shall not be enlarged, modified, or altered except in writing signed by the parties. Seller's sales person is not authorized to agree, on behalf of seller, to any modification or alteration of the provisions of this Contract, except in the legal description of the property. **The Buyer hereby certifies that the equipment listed herein will be installed and used at his principal place of residence.**

B. **Severability.** If any provision, or part of any provision, of this Contract is specifically held by a court or arbitration panel to be in conflict with applicable law, the validity of the remaining provisions, or parts, shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision or part held to be invalid. **In the event the employment of the Employee is terminated, except by termination by Washington Gas Light Company, or if the Employee no longer resides where the equipment is located, then the full amount of the unpaid balance outstanding at such time shall become due and payable within thirty (30) days, unless a new contract is executed between the parties providing for finance charges at the current WGL Co. rate for thrift purchase plan contracts.**

C. **Waiver.** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. Notwithstanding anything in this Contract to the contrary, all remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or by law.

D. **Credit Approval.** This Contract is binding upon the parties at its execution. However, seller's duties under the contract are discharged if buyer's credit is, in the good faith judgment of seller's credit department, unsatisfactory, and if seller, within 10 business days of such execution, notifies Buyer of such determination.

E. **Binding Effect.** This Contract shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, successors, and assigns of the respective parties.

XIII. **OTHER NOTICES.**

A. **Home Improvement Commission.** Services performed in Maryland must be performed by persons or entities licensed by the Home Improvement Commission of Maryland. Inquiries about whether a person or entity is licensed should be directed to the Home Improvement Commission at (301) 659-6310.

B. **Claims and Defenses Against Holder.** Any holder of this Consumer Credit Contract is subject to all claims and defenses which the debtor could assert against the Seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

C. **SPECIAL CANCELLATION NOTICE FOR DISTRICT OF COLUMBIA BUYERS. BUYER'S RIGHT TO CANCEL:** If this agreement was solicited at or near your residence and you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must say that you do not want the goods or services and must be mailed before midnight of the third business day after you signed this agreement. The notice must be mailed to: Washington Gas Light Company, 1100 H Street, N.W., Washington, D.C. 20080. If you cancel, the seller may not keep any of your cash downpayment.

FOR WGL USE ONLY			
CHECKED: <i>Oct 7/3/86</i>	APPROVED:	APPROVED: <i>[Signature]</i>	BILL <input type="checkbox"/> SEPARATELY <input type="checkbox"/> ON GAS BILL
WGL E.C.S.	WGL CREDIT DEPT.	WGL E.C.S.	W.G.L. ACCOUNT NUMBER

H.E.B. JUL 14 1986

Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 504 PAGE 196
Identifying File No. 264275

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

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

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

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

1. DEBTOR

Name HOWARD J. WRIGHT
Address 1196 RIVERBAY RD. ANNAPOLIS, MD 21401

2. SECURED PARTY

Name Citizens & Southern Nat'l Bank
Address P. O. Box 912, 709 Broad St.
Augusta, Georgia 30903

RECORD FEE 11.00
11/14/86
OCT 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)

All distribution rights under the distributors agreement between Murray Bakery Products, Inc. and Debtor dated 9/15/86, all amounts owing Debtor under and all accounts receivable of Debtor arising from sales under, such agreement, and all proceeds received or receivable by the undersigned from such accounts receivable and the proceeds.

Name and address of Assignee

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

Howard J. Wright
(Signature of Debtor)

HOWARD J. WRIGHT
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

The Citizens and Southern National Bank

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1986 OCT 20 PM 4:00
E. AUBREY COLLISON

Debtor or Assignor Form

Anne Arundel Co MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 12,500.00 (87.50)
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

SECURED PARTY (OR ASSIGNEE)

Rudder Management Inc.
(Name)
P.O. Box 1066
(Address)
Severna Park, Maryland 21146

THE FIRST NATIONAL BANK OF MARYLAND
 Attn: Valerie C. Mills, Sr. Loan Exec.
(Name of Loan Officer)
25 S. Charles Street 101-560
(Address)
Baltimore, Maryland 21201

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

- 1986 Schwarze Supervac Model 343
- 1986 GMC One ton Pickup
- BCS Chassis & Keyboard #6700975



RECORDED TAX
 11-20-86
 11-20-86 11:34
 OCT 20 86



1986 OCT 20 PM 4:00
 C. 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)
Rudder Management Inc. (Seal)
J. Kirk Benefiel (Seal)
(Signature)
J. KIRK BENEFIEL
(Print or Type Name)
PRESIDENT

DEBTOR (OR ASSIGNOR)
 _____ (Seal)
 _____ (Seal)
(Signature)

(Print or Type Name)

11-87.50-50

Mailed to Secured Party

BOOK 504 PAGE 198

264277

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)

DPF FUNDING CORP.
141 Central Park Ave. So.
Hartsdale, NY 10530

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

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK
23 Wall Street
New York, NY 10015

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

RECORD FEE 13.00
SEARCH FEE .50

31000 CITIZEN 114:34
OCT 20 86

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

See Attached Schedule A

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: 2

Filed with: MD Anne Arundel County No Recordation Tax

DPF FUNDING CORP.

By:

G. Sherman G. Sherman, VP

Signature(s) of Debtor(s)

MORGAN GUARANTY TRUST
COMPANY OF NEW YORK

By:

Sarah R. Goulard

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

SARAH R. GOULARD
VICE PRESIDENT

1350

CR
CLERK

1986 OCT 20 PM 4:00

LIBERTY COLLISON
CLERK

DS32261

Debtor: DPF Funding Corp.
Secured Party: Morgan Guaranty Trust Company
of New York

All Debtor's right, title, claim and interest in and to (A) each and all Xerox Model 1090 copier/duplicators listed on the attached list and related accessories, upgrades and features ("Purchased Equipment") sold by Xerox Corporation to Debtor pursuant to the Purchase Agreement dated as of September 30, 1986 (the "Purchase Agreement") by and between Debtor and Xerox Corporation together with all, options, accessories, accessions and replacements to Purchased Equipment now or hereafter acquired by Debtor, (B) with respect to such Purchased Equipment, all chattel paper, accounts receivable, contract rights (including without limitation all right, title, claim and interest of Debtor under the Purchase Agreement), general intangibles, securities, documents, insurance policies, instruments, inventory, Leases (as defined in the Purchase Agreement) and any re-leases of each such item of Purchased Equipment thereof and all liens, guaranties, credit support or other agreements or arrangements assuring, in whole or in part, that a lessee's obligations under a Lease will be paid and performed, including any amendments or modifications, with respect thereto, whether now existing or hereafter contracted for or arising, and all rentals and other sums due and to become due from the lessees under the Leases or re-leases of each such item of Purchased Equipment, and (C) all proceeds, including without limitation insurance proceeds, payments, collections, products and distributions with respect to all or any of the foregoing.

264278

BOOK 504 PAGE 201

RECORD FEE 15.00
POSTAGE .50
#33001 CTTT 801 114435
OCT 20 '86

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

1. Debtor(s) (Last Name First) and address(es) XEROX CORPORATION Xerox Square Rochester, NY 14644	2. Secured Party(ies) and address(es) DPF FUNDING CORP. 141 Central Park Ave. So. Hartsdale, NY 10530	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
--	--	--

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

See Attached Schedule A

5. Assignee(s) of Secured Party and Address(es)
MORGAN GUARANTY TRUST
COMPANY OF NEW YORK
23 Wall Street 10528
New York, NY 10015

D532214

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: 2

Filed with: MD Anne Arundel County No Recordation Tax

XEROX CORPORATION	DPF FUNDING CORP.
By: <u>R.J. Cutri</u> Signature(s) of Debtor(s)	By: <u>G. Sherman</u> Signature(s) of Secured Party(ies)

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

1350

CLERK

1986 OCT 20 PM 4:00
E. AUBREY COLLISON
CLERK

BOOK 504 PAGE 202

Schedule A to UCC-1
Financing Statement

Page 1 of 2

Debtor: XEROX CORPORATION

Secured Party: DPF FUNDING CORP.

The Xerox Corporation copier/duplicators and accessories listed by serial number on Schedule A attached hereto including accessories and all replacements and substitutions thereof and all leases and rental agreements now in existence or hereafter created covering or concerning said equipment, including, without limitation, all rights of the Debtor to receive rental payments and other moneys due and to become due under or pursuant to said leases or rental agreements, and all proceeds of any and all of the foregoing.

264279

BOOK 504 PAGE 204

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)
Roger D. Nicol
Parkway Village MHP
1A North Gail St.
Laurel, Md. 20707
A.A. County

2 Secured Party(ies) Name(s) and Address(es)
Eastern Homes, Inc.
8291 Washington Blvd.
Jessup, Md. 20794

4 For Filing Officer Date Time No Filing Office
RECEIVED OCT 20 11:43 AM '86

5 This Financing Statement covers the following types (or items) of property
The mobile home, manufactured by DeRose, year 86, model L 64, W 24, Serial # 25771, 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
Constitutional Sale Contract has been signed

9 Name of a Record Owner

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 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 X Roger Dale Nicol
Charlene M. Sawille
Signature(s) of Debtor(s)

By Eastern Home
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

CR CLERK

1986 OCT 20 PM 1:58
E. AUSTIN COLLISON
CLERK

10

Mailed to Secured Party

FINANCING STATEMENT

RECORD FEE 13.00
RECORD TAX 30.00
FEE .50
631943 CTT7 R01 114:36

- 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 Anne Arundel County

5. Debtor(s) Name(s) Address(es)
 David S. O'Brien, M.D.; 60 West Street
 Robert Seaman, M.D., a Annapolis, Maryland 21401
 Maryland General Partnership

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 to 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: Annapolis West Limited Partnership

Debtors David S. O'Brien, M.D.; Robert Seaman, M.D.,
a Maryland General Partnership (Seal) (Seal)

By: David S. O'Brien, M.D. (Seal) By: Robert Seaman, M.D. (Seal)
David S. O'Brien, M.D., General Partner Robert Seaman, M.D., 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)

135
350-
50

[Handwritten signature]

[Circular stamp]

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

1986 OCT 20 PM 4:00

E. AUBREY COLLISON
CLERK

SCHEDULE A

BOOK 504 PAGE 208

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 David S. O'Brien, M.D.; Robert Seaman, M.D., a Maryland General Partnership.

9. Continued

60 West Street, Annapolis, Maryland as more fully described in a deed dated September 1, 1977 to Annapolis West Limited Partnership from Barry M. Fetzpatrick and Patrick M. McKeever, Trustee and R.P. Corporation, Inc. and recorded among the Land Records of Anne Arundel County in Liber WGL 2997, Folio 710.

JdP

8

Mailed to Secured Party

Form 684 (1/82)

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

1. DEBTOR

Name Fred Shelton Inc. DBA S & S Hardware
Address 1119 Annapolis Road, Odenton, Md. 21113

2. SECURED PARTY

Name Minolta Corporation
Address 5904 Peachtree Corners East Norcross, GA 30071

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

3. Maturity date of obligation (if any) NONE NOT TAXABLE

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

All Minolta brand Video Products sold by Secured Party to Debtor, Accounts Receivable resulting from the sale of Minolta Video Products, Notes Receivable, Chattel Paper, all proceeds thereof and after acquired property.

CHECK THE LINES WHICH APPLY

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

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

C (Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]
(Signature of Debtor)

Fred D. Shelton-President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

[Signature]
(Signature of Secured Party)

David Goodman-Minolta Corporation
Type or Print Above Signature on Above Line

1986 OCT 20 PM 4:00
E AUBREY COLLISON
CLERK

STATE OF MARYLAND

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259064

RECORDED IN LIBER 491 FOLIO 204 ON 11/6/85 (DATE)

1. DEBTOR

Name Vertex, A Division of Bowdren, Incorporated
Address 1993 Moreland Parkway, Annapolis, Maryland 21401

2. SECURED PARTY

Name Credit Alliance Corporation
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, Md. 21061

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

3. Maturity date of obligation (if any) _____

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>

1986 OCT 20 PM 4:00
ALBERT COLLISON
CLERK

CR
CLERK

Mailed to Secured Party
Credit Alliance Corporation

Dated Sept 30, 1986

[Signature]

(Signature of Secured Party)

Larry F. Kimmel, Assist. V.P.

Type or Print Above Name on Above Line

10/80

FINANCING STATEMENT FORM UCC-1

Identifying File No. 261282

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

If transaction or transactions wholly or partially subject to 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 Mrs. Ady Wright DBA The Video Connection
Address Benfield Blvd. & Rt 3, Millersville, Md. 21108

2. SECURED PARTY

Name Minolta Corporation
Address 5904 Peachtree Corners East Norcross, GA 30071

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

3. Maturity date of obligation (if any) NONE NOT TAXABLE

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

All Minolta brand Video Products sold by Secured Party to Debtor, Accounts Receivable from the sale of Minolta Video Products, Notes Receivable, Chattel Paper, all proceeds thereof and after acquired property.

RECORD FEE 12.00
OCT 20 1985

CHECK [X] THE LINES WHICH APPLY

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

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

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

Mailed to Secured Party

Ady D. Wright
(Signature of Debtor)

Ady D. Wright - Owner

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David Goodman
(Signature of Secured Party)

David Goodman-Minolta Corporation

Type or Print Above Signature on Above Line

RECEIVED IN RECORDS
1985 OCT 20 PM 4:00
E. AUBREY COLLISON
CLERK

A14600

aa

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264283

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 10/1/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Service Contractors, Inc. Name SERVICE CONTRACTORS INC. 1174 W. Central Ave., P.O. Box 123, Davidsonville, Md. 21035 Address 1174 W. CENTRAL AVE. DAVIDSONVILLE MD. 21035 P.O. 123

2. SECURED PARTY Name A.E.L. Leasing Co., Inc. Address P.O. Box 13428, Reading, Pa. 19612-3428 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

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

- RICOH 5010 COPIER
ADF OF 34
PS - 100 SPALIER
AD - 100 (AUTO DUPLER)
CABINET
START UP KIT CS 2050 SORTER

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.

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

(If collateral is goods which are or are to become fixtures) The above 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: Adam Zagani, Sect/Treas.

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: Dawn C. McCoy

Type or Print Above Signature on Above Line

1986 OCT 20 PM 4:01
AUBREY COLLISON
CLERK

1150

503,40,026

BOOK 504 PAGE 211

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

Roll No. 56 Page No. 133
Identification No. 36414 Dated March 10, 1966

1. Debtor(s) { GOODMAN, David W. and Eileen S., his wife
Name or Names—Print or Type
521 Gladhill Road, Anne Arundel County, Maryland #21113
Address—Street No., City - County State Zip Code

2. Secured Party { Morgan Guaranty Trust Company
Name or Names—Print or Type
7801 York Road Baltimore, Maryland 21204
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) March, 1996

4. Check Applicable Statement:

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

1985 OCT 21 AM 10:43
E. ADAMS & COLLISON
CLERK

RECORD FEE 10.00
POSTAGE .50
OCT 21 1985



Mailed to Secured Party

EAST RIVER SAVINGS BANK

Dated: September 20, 1985 Name of Secured Party
[Signature]
Signature of Secured Party
Thomas F. Tarbell, Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10²²
-50

AA City

BOOK 504 PAGE 212

Subject to Recordation Tax; Principal Amount is \$5,000.00

COPY FOR FILING OFFICER

FINANCING STATEMENT

(Continuation - Termination - Assignment - Partial Release)

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

Record: [] Land [X] Financing Statement } Liber 484 Page 548 Folio File No. 256427

Date of Financing Statement April 26, 1985

NAME ADDRESS 1. Debtor(s) (or assignor(s)) No. Street City State The Brass Clipper, Inc. 118 Dock St., Annap., Md. 21401 2. Secured Party (or assignee) SOVRAN BANK / MARYLAND

CHECK [X] THE LINES WHICH APPLY

- 3. [] A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code. [] B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown. [] C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

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

[X] E. Amendment. To include The Brass Clipper, Inc. T/A Hidden Treasures Location 8155 F Ritchie Hwy Pasadena, Md. 21122

RECORDED 10.00 INDEXED 35.00 TOTAL FEE 45.00



21 36

Mailed to Secured Party

Dated: 9/17/1986

The Brass Clipper, Inc.

Susan Giddens, President

Secured Party:

SOVRAN BANK / MARYLAND

By:

Type Name Thomas A. Holland, III

Title Vice President

Handwritten scribbles: 0 35 10

N169-7706 R386

FILED IN RECORDS OFFICE MARYLAND COUNTY

1986 OCT 21 AM 11:34

E. AUBREY COLLISON CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264285

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 SAIN & SON CONTRACTORS, INC.
Address 7839 Outing Avenue, Pasadena, MD 21122

RECORDING FEE 11.00
10/21/86 11:00 AM '86

2. SECURED PARTY

Name MID-ATLANTIC EQUIPMENT COMPANY
Address 9107 Owens Drive, Manassas Park, VA 22111

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

3. Maturity date of obligation (if any) _____

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

One (1) KOEHRING Model 9038 SKYTRAK rough terrain forklift S/N 6H0005,

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

1986 OCT 21 AM 11:34
RECORDING CLERK

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

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)

SAIN & SON CONTRACTORS, INC.
(X) *Norris A. Sain*
(Signature of Debtor)

NORRIS A. SAIN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11

Mailed to Secured Party

MID-ATLANTIC EQUIPMENT COMPANY

(X) *R. Raso, V.P.*
(Signature of Secured Party)

R. Raso, V.P.
Type or Print Above Signature on Above Line

264286

BOOK 504 PAGE 214

FINANCING STATEMENT

(To Be Used Where The Collateral Is Fixtures)

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

1. DEBTOR: Fred Pritt Homes, Inc.
(Name or Names—Last Name First)
2 Evergreen Road, Severna Park, Maryland 21146
(Address)

2. SECURED PARTY: Eastern Savings Bank, fsb
(Name or Names)
30 E. Padonia Road, Timonium, Maryland 21093
(Address)

3. ASSIGNEE (If any)
OF SECURED PARTY: 
(Name or Names)

(Address)

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

SEE EXHIBIT "B"

RECORD FEE 13.00
TITLE 1.50
BALTIMORE CITY REG 707433
OCT 21 86

5. The land upon which the above described collateral is or is to be located is described as follows:

SEE EXHIBIT "A"

(If additional sheets are attached hereto, state number thereof: two)

6. Proceeds of collateral are covered hereunder: YES NO

7. This transaction ~~is~~ ^{is not} exempt from the Recordation Tax.

8. The principal amount of the debt initially incurred is: \$130,000.00

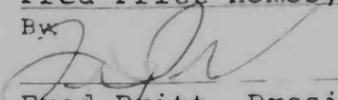
9. Filed with: _____

10. RETURN TO: 1st Eastern Title Corp. 30 E. Padonia Rd. Baltimore, Md.

Dated this 27th day of August, 1986

DEBTOR:

Fred Pritt Homes, Inc.

By 
Fred Pritt, President (Title)

CR
CLERK

1986 OCT 21 PM 8:49
E. AUSTIN COLLISON
CLERK

13.50
UCC-1

FOR FILING OFFICER USE
File No. _____ Date and Hour of Filing _____
Record Reference _____

EXHIBIT "A"

BEGINNING for the first parcel at a pipe set at the bottom of the slope of the State Road to Fort Smallwood which point of beginning is, with magnetic meridian now and hereinafter referred to the datum of August, 1946, South 38° 28' East 100.0 feet from a concrete monument previously set on the first line of the conveyance from George M.D. Meek, et al. to Joseph Wilson as recorded in W.N.W. 86, folio 217, etc; and is on the third line of the conveyance from Joseph Wilson to Margaret A. Seitz, by Deed recorded in Liber J.H.H. 243, folio 452, etc; thence binding on said third line North 57° 41' East 27.5 feet to the center of said Road; thence leaving Seitz and binding on the center of the same South 38° 28' East 104.36 feet to a point distant North 57° 41' East 27.5 feet from a pipe; thence leaving said road south 57° 41' West 210.0 feet to a pipe; thence North 38° 28' West 104.36 feet to a pipe set on the third line of the conveyance to Seitz hereinbefore referred to; thence binding on said third line North 57° 41' East 182.5 feet to the beginning. Containing 0.50 acres, more or less, according to a plat of a survey by Edward Hall, Jr., County Surveyor, in August 1946. Subject to easement referred to.

BEGINNING for the second parcel at a pipe now set at the bottom of the slope of the State Road to Fort Smallwood, which point of beginning is, with magnetic meridian now and hereinafter referred to the datum of August, 1946; South 38° 28' East 204.36 feet from a concrete monument previously set on the first line of the conveyance from George M.D. Meek, et al, to Joseph Wilson as recorded in W.N.W. 86, folio 217, etc, and is South 38° 28' East 104.36 feet from the intersection of the third line of the conveyance from Joseph Wilson to Margaret A. Seitz with the bottom of said slope, thence North 57° 41' East 27.5 feet to the center of said road, thence South 38° 28' East 104.36 feet to a point in the center of said road distant North 57° 41' East 27.5 feet from a pipe now set on the slope; thence leaving the said road South 57° 41' West 210.0 feet to a pipe North 38° 28' West 104.36 feet to a pipe, and North 57° 41' East 182.5 feet to the beginning. Containing 0.50 acres, more or less, according to a survey by Edward Hall, Jr., County Surveyor, in August, 1946. SUBJECT to the easement of the Fort Smallwood Road above referred to.

a. The interest of Debtor in all building materials and fixtures, equipment, furniture, furnishings and inventory of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to the real property described in Paragraph 4 of this Financing Statement, and the improvements thereon (such real property and the improvements herein referred to as the "Property") or any part thereof, and used or useable in connection with any present or future use or operations of the property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessories, and improvements thereto, substitutions therefor and renewals and replacements thereof; and together with all proceeds thereof in accordance with the terms of the loan documents including the proceeds, if any, of all insurance policies in connection therewith and all condemnation awards. The property is also described in a certain Deed of Trust of even date herewith between Debtor and the Secured Party.

b. The interest of Debtor in any and all judgments, awards or payments (other than insurance payments belonging to Debtor), as a result of or in connection with (i) any taking of property or any part thereof under the power of eminent domain, either temporarily or permanently, and (ii) any other injury or damage to the property.

c. The interest of the Debtor in all payments or prepaid premiums, from all casualty insurance policies covering the property (subject to the terms of the loan agreement.)

d. All leases and rents with respect to the subject property, including security deposits, reserving to Debtor the right to collect rents until notified to the contrary by Secured Party.

Mailed to Secured Party

2805 2663

FINANCING STATEMENT

File No: 264287

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

1. DEBTOR(S) and Address(es) Richard W. Suska T/A The Boat Doctor 180 Chelsea Road Pasadena, Maryland, 21122	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Robert G. Holmes, Jr., Vice President Return to Secured Party
--	---

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

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

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

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

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

E. Other. All of Debtor's business assets, including inventory, accounts receivable, furniture, fixtures and equipment now owned or hereafter acquired.

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: \$ 15,000.00

DEBTOR:
 Richard W. Suska
 T/A The Boat Doctor

 By: [Signature]
 Richard W. Suska
 By: _____

SECURED PARTY:
 UNION TRUST COMPANY OF MARYLAND
 By: [Signature]
 Bernard M. Serio,
 Assistant Vice President
 (Type Name)
 October 6, 19 86
 (Date Signed by Debtor)

12.30
 11.30
 11.31
 1986 OCT 21 PM 3:25
 CR
 CLERK
 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., ~~XXXXXXXXXX~~

AFTER RECORDATION, PLEASE RETURN TO: ROLAND R. BOUNDS, ESQUIRE, BOUNDS & BOUNDS, 6630 BALTIMORE NATIONAL PIKE, BALTIMORE, MARYLAND, 21228. TO BE RECORDED AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND AND CROSS-INDEXED IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.

1850

Mailed to Secured Party

BOOK 504 PAGE 218

264288

FINANCING STATEMENT

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

1. Name of Debtor(s):
Address:
Maryland Radio Center
8576 Laureldale Dr.
Laurel, MD 20707

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

3. This Financing Statement covers the following types (or items) of property: EQUIPMENT: All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever. INVENTORY: All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business all present and future substitutions thereof and additions thereto and all proceeds and products thereof and additions thereto and all proceeds and products thereof in any form whatsoever. ACCOUNTS: all of the Debtor's present and future accounts receivable, contract rights general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

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:

12.00
1.50
113.34
OCT 21 1986

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): MARYLAND RADIO CENTER by:

Jerry Johnson

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By:

Michael G. Livingston, 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)

045-580/2 Rev 5-79

Mailed to Secured Party

1986 OCT 21 PM 3:25

E. AUBREY COLLISON
CLERK

Anne Arundel Co.

A/C#03269-6

BOOK 504 PAGE 219

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264289

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 Mathews, Louis M.

Address 664 Rhone Court Glen Burnie, MD 21061

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 4100 41st Street Brentwood, MD 20722

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

3. Maturity date of obligation (if any) _____

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

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

ASSIGNEE OF THE SECURED PARTY:

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

CHECK [X] THE LINES WHICH APPLY

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

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

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

Louis M. Mathews

Louis M. Mathews
(Signature of Debtor)

Louis M Mathews
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

Bill Fenwick
(Signature of Secured Party)

Bill Fenwick Pres.

Type or Print Above Signature on Above Line

1986 OCT 21 PM 3:25

E. AUBREY COLLISON
CLERK

ASSIGNMENT

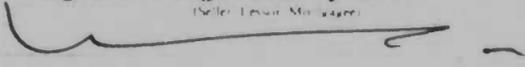
FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 29, 1986

between Washington Freightliner, Inc. as Seller/Lessor/Mortgagee and Louis M. Matheys 664 Rhone Court Glen Burnie, MD 21061 (Name) (Address)

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

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the 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 \$ 118,407.30 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 29th day of September, 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

BOOK 504 PAGE 221

TO: Washington Freightliner, Inc. (Seller) FROM: Louis M. Mathews (Buyer)
4100 41st Street Brentwood, MD 20722 664 Rhone Court Glen Burnie, MD 21061

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1987 Freightliner Dump Truck Model FLC12064, S/N 2FVNYDY9XHV289703 with 14' Summit Dump Body
*See Schedule "A" attached hereto and made a part hereof for payment schedule.

(1) TIME SALES PRICE \$ 128,007.30
(2) Less DOWN PAYMENT IN CASH \$ 9,600.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 118,407.30
The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 664 Rhone Court Glen Burnie, MD 21061
Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred eighteen thousand four hundred seven and 30/100***** Dollars (\$ 118,407.30)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 14th day of November, 19 86, and continuing on the same date each month thereafter until paid; the first * installments each being in the amount of \$ * and the final installment being in the amount of \$ *

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

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, or collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind 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: September 29, 19 86
Accepted Washington Freightliner, Inc. (SEAL) Louis M. Mathews (SEAL)
By: [Signature] By: [Signature]
(Witness as to Buyer's and Co-Maker's Signature) (Witness as to Buyer's and Co-Maker's Signature)
This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

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

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

GUARANTORS-ENDORSERS SIGN HERE:

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

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

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

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

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

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

Date: _____, 19 _____		(SEA1.)	} Signature of Seller
		(Corporate, Partnership or Trade Name or Individual Signature)	
(Witness)	By: _____	(Signature, Title of Officer, "Partner" or "Proprietor")	

BOOK 504 PAGE 222

Mailed to Secured Party

STATE OF MARYLAND

264290

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 Richards, Herbert, Leroy

Address 48 Rio Vista Rd., Lothian, Maryland 20711

2. SECURED PARTY

Name The Milton James Company

Address 8411 Pulaski Hwy., Baltimore, Maryland 21237

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, Md. 21061

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

3. Maturity date of obligation (if any) _____

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

"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)

Herbert Leroy Richards

Herbert Leroy Richards
(Signature of Debtor)

Herbert Leroy Richards

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



1966 OCT 21 PM 3:25

E. AUBREY COLLISON CLERK

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 26, 1986

between The Milton James Company as Seller/Lessor/Mortgagee and Herbert Leroy Richards, 48 Rio Vista Rd., Lothian, Maryland 20711 (Name) (Address)

as Buyer/Tessee/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 \$ 44,029.08 26th day of September 19 86 IN WITNESS WHEREOF, we have hereunto set our hand and seal this

The Milton James Company (SEAL) By *Brian M. Barland* (Seller/Lessor/Mortgagee)

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

CONDITIONAL SALE CONTRACT NOTE

BOOK 504 PAGE 223

TO: The Milton James Company

FROM: Herbert Leroy Richards

8411 Pulaski Hwy., Baltimore, Md. 21237

48 Rio Vista Rd., Lothian, Maryland 20711

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

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) New John Deere, Model 210C Tractor Loader Backhoe, S/N 721817
*except that there shall be no payments made during the months of January, February, and March, of the years 1987, 1988, 1989, 1990.

(1) TIME SALES PRICE \$ 54,029.08
(2) Less DOWN PAYMENT IN CASH \$ 10,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ - 0 -
(4) CONTRACT PRICE (Time Balance) \$ 44,029.08

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 48 Rio Vista Rd., Lothian, Maryland 20711

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorser (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 Forty four thousand twenty nine and 08/100***** Dollars (\$ 44,029.08)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 monthly installments, commencing on the 1st day of November, 19 86, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$1,223.03 and the final installment being in the amount of \$ 1,223.03

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 % 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 hereof, 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/endorser 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: September 26, 19 86

Accepted The Milton James Company (SEAL)

Herbert Leroy Richards (SEAL)

By: [Signature]

By: Herbert Leroy Richards

Co-Buyer-Maker: (SEAL)

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

(Print Name of Co-Buyer-Maker Here)

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

By:

This instrument prepared by

TERMS AND CONDITIONS OF CONDITIONAL 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-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

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_____ (L.S.) (Guarantor-Endorser)	_____ (L.S.) (Guarantor-Endorser)
_____ (L.S.) (Guarantor-Endorser)	_____ (L.S.) (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 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 repossession and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

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

Date: _____, 19____ (SEAL) _____
 _____ (Witness) _____
 By: _____

Mailed to Secured Party

BOOK 504 PAGE 222

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. 218714

RECORDED IN LIBER 387 FOLIO 590 ON 6/9/78 (DATE)

1. DEBTOR

Name Crofton Equipment Co., Inc.

Address 1230 Cronson Blvd., Crofton, Maryland 21114

2. SECURED PARTY

Name Leasing Service Corporation

Address P.O. Box 1680, Glen Burnie, Md. 21061 formerly 1900 Sulphur Spring Rd.

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

3. Maturity date of obligation (if any) _____

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

RECEIVED FE 10.00
TAXES 30
BALANCE DUE 715.37
OCT 21 1986

Mailed to Secured Party

CR
CLERK

Leasing Service Corporation

Dated Oct 1, 1986

[Signature]
(Signature of Secured Party)

Larry F. Kimmel, Assist. V.P.
Type or Print Above Name on Above Line

1986 OCT 21 PM 3:25
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 504 PAGE 228
Identifying File No. 264291

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

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

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

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

1. DEBTOR

Name Sieminski & Co., Inc.
Address P.O. Box 600, Glen Burnie, MD 21061-0600

2. SECURED PARTY

Name L.B. Smith, Inc.
Address P.O. Box 8658, Balt/Wash Exp & Dorsey Rd, Baltimore, MD 21240

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

3. Maturity date of obligation (if any) _____

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

One (1) Terex D600D S/N 20192

SECURED NOT SUBJECT TO RECORDATION TAX.

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L.B. SMITH, INC.
CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Sieminski & Co., Inc.
(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

(Signature of Secured Party)

Bruce Dean/Bus.Mgr.
Type or Print Above Signature on Above Line

1986 OCT 21 PM 3:25

E. AUBREY COLLISON
CLERK

rc/11

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256435

RECORDED IN LIBER 484 FOLIO 559 ON APRIL 29, 1985 (DATE)

1. DEBTOR

Sch. 02

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, Md 210

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address Fayette & St. Paul Streets, Box 116

Baltimore, MD 21203

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>
<p>1 (one) Model 611B Hydro-ax-Fellar Buncher S/N 1239</p>	

1985 OCT 21 PM 3:25
E. J. COLLISON
CLERK

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Dated September 25, 1986

Nancy L. Gaynor
(Signature of Secured Party)
Nancy L. Gaynor and/or
J. David Kommalan, Sr. V.P.
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

3257

UNIFORM COMMERCIAL CODE BOOK 504 PAGE 230
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257455

RECORDED IN LIBER 487 FOLIO 096 ON JULY 23, 1985 (DATE)

Sch. 04

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 2106

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.

Address 500 N. Calvert Street, Box 116

Baltimore, MD 21202

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

3. Maturity date of obligation (if any) _____

CHECK <input 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> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>1 (one) CAT 977 L-Loader S/N 11K4134 w/root rake attachment</p>	

CR
CLERK

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Dated September 25, 1986

Nancy L. Gaynor
(Signature of Secured Party)

Nancy L. Gaynor, and/or
J. David Koumalan, Sr. V.P.

Type or Print Above Name on Above Line

Mailed to Secured Party

Filed with Anne Arundel County.

3257

264292

BOOK 504 PAGE 231

This FINANCING STATEMENT is presented to a Filing Officer 10448 No of Additional Sheets Presented 3 The Debtor is a transmitting utility

1. ~~DEBTOR~~ (Last Name First) and Address(es)
Lessee
Dr. Vinod Bhalla & Vimal Bhalla Individually and As Partners DBA Odenton Medical Group
1113 Odenton Road
Odenton, MD 21113

2. ~~DEBTOR~~ Name(s) and Address(es)
Lessor
PUBLIC LEASING COMPANY
100 Presidential Blvd.
Bala-Cynwyd, PA 19004

4. For Filing Officer Date, Time, No. Filing Office
RECEIVED 10:00
OCT 21 1986

5. This Financing Statement covers the following types (or items) of property
S/N 223
(1) Porta Ray Model MIS-1 Mammographic X-Ray Unit System k8-35 kvp, with 1 to 99 mas in 1 mas steps and 60 and 120 ma stations. **CONF SEE ATTACHED ADDENDUM**
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.

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

Products of the Collateral are also covered

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

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

9. Name of a Record Owner

No. & Street Town or City County Section Block Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

DR. VINOD BHALLA & VIMAL BHALLA INDIVIDUALLY AND AS PARTNERS DBA ODENTON MEDICAL GROUP PUBLIC LEASING COMPANY

By XI [Signature] Signature(s) of Debtor(s) By [Signature] Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3/83) (1) Filing Officer Copy—Numerical STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

1986 OCT 21 PM 3:26
E. AUDREY COLLISON
CLERK



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

No. of Additional Sheets Presented

3 The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)
Herber, Jr., Richard L.
Herber, Diana K.
Waysons Mobile Ct. Lot 94
Lothian, MD 20711

2 Secured Party(ies) Name(s) and Address(es)
Green Tree Acceptance, Inc.
P.O. Box 4488
Woodbridge, VA 22194

4 For Filing Officer Date Time No Filing Office

2000 OCT 21 12:00
FILING
11:42:33

5 This Financing Statement covers the following types (or items) of property
1982 Elona, Doral/Landau, 14 x 70, 5-31197-12796
and all appliances, household goods, accessions,
asseciors, equipment and parts now owned or here-
after acquired, all contract rights pertaining
to this contract.

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

Products of the Collateral are also covered

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

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)
 which is proceeds of the original Collateral described above in which a security interest was perfected, or
 acquired after a change of name, identity or corporate structure of the Debtor, or
 as to which the filing has lapsed, or
already subject to a security interest in another jurisdiction
 when the Collateral was brought into this State, or when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:
 Consignee(s) and Consignor(s), or
 Lessee(s) and Lessor(s)

Richard L. Herber, Jr.

Richard L. Herber, Jr.

Green Tree Acceptance, Inc.

By Diana K. Herber

Diana K. Herber

By

Kevin R. Miller

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3/83)

(1) Filing Officer Copy—Numerical

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

1986 OCT 21 PM 3:26
E. ADRIAN COLLISON
CLERK

Mailed to Secured Party

NT-13718

(FINAN.718)

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

264294

- 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

RECORD FEE 13.00
POSTAGE .50OCT 21 1986
OCT 21 86

1986 OCT 21 PM 3:49

E. WOODRUFF COLLISON
CLERK

1300

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.

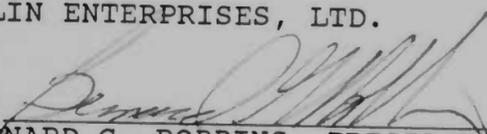
5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are not covered.

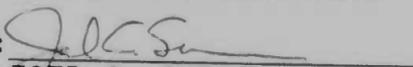
DEBTOR(S):

SULIN ENTERPRISES, LTD.

BY: 
BERNARD G. ROBBINS, 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. 39, 46, 49 and 53, 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

FINANCING STATEMENT

BOOK 504 PAGE 236

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$150,000.00 or so much thereof as may be advanced, on which Security Agreement all required transfer and recordation taxes, if any, have been paid.

NAMES OF DEBTORS:

Oak Associates, Inc.

ADDRESS:

1304 Tall Timbers Drive
Crownsville, Maryland 21032

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino
Charles A. Dukes, Jr.
Jerry D. Whitlock

ADDRESS:

11700 Beltsville Drive
Beltsville, Maryland 20705

SEARCH FEE 11.00
POSTAGE 1.50
OCT 21 1986 11:12
OCT 21 86

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

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

1986 OCT 21 PM 3:53
E. COLLISON
CLERK

11-1
80

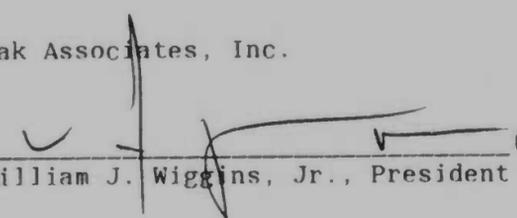
LAW OFFICES
JOHN J. DWYER
9470 ANNAPOLIS ROAD
SUITE 117
LANHAM, MARYLAND 20706
(301) 459-4000
(301) 459-5600

Mailed to Secured Party

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as Lot 6 Plat TWO TALL TIMBERS and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: October 9, 1986

Oak Associates, Inc.

By:  (SEAL.)
William J. Wiggins, Jr., President

AFTER RECORDATION, RETURN TO:

John Hanson Savings Bank, F.S.B.
11700 Beltsville Drive
Beltsville, Maryland 20705

LAW OFFICES
JOHN J DWYER
9470 ANNAPOLIS ROAD
SUITE 117
LATHAM MARYLAND 20706
(301) 459-4000
(301) 459-5600

Mailed to Secured Party

FINANCING STATEMENT

Not Subject to Recordation Tax Subject to Recordation Tax, Principal Amount is \$ _____ To Be Recorded in Land Records (For Fixtures Only)

NAME ADDRESS 264236
1. Debtors(s) No. Street City State
Vernon G. Walsh 7501 Ritchie Highway Glen Burnie, MD 21061

2. Secured Party
CROWN CENTRAL PETROLEUM CORPORATION, One North Charles St., Baltimore, Md. 21201
Attn: Sue Vogt

3. This Financing Statement covers the following types (or items) of property:
INVENTORY: The entire inventory of petroleum products at Crown Service Station MD-20 located at 7501 Ritchie Highway Anne Arundel County, MD 21061

ACCOUNTS & CONTRACT RIGHTS: All amounts payable with respect to credit card sales at Crown Service Station MD-20

RECORDING FEE 11.00
OCT 22 1986

CHECK THE LINES WHICH APPLY

4. (If collateral is crops) The above described crops are growing or are to be grown on the Real Estate described below.
 (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below.

~~Title Owner of Real Estate:~~ _____

5. (If proceeds of collateral are claimed) Proceeds of the collateral are also covered.
 (If products of collateral are claimed) Products of the collateral are also covered.
6. Mailing instructions: This Financing Statement, after recorded, should be delivered or mailed to the Secured Party ~~(or assignee)~~ at the address above stated.

Secured Party: CROWN CENTRAL PETROLEUM CORPORATION By: Vernon G. Walsh, Jr.
Debtor(s)
By: J.G. Yawman
Type Name J.G. Yawman
Title Assistant Secretary
Type or Print Name and Title of Each Signature

11/20

RECORDED FOR RECORD
ANN ARUNDEL COUNTY
1986 OCT 22 AM 9:53
E. AUDREY COLLISON
CLERK
Mailed to Secured Party

(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 William F. Karabinus - C.P.A.
820 Ritchie Hwy. (Name or Names) Suite 21 Severan Park, Md. 21146
(Address)
LESSEE _____
(Name or Names)

(Address)

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

3. ASSIGNEE (if any) of LESSOR Superior Service Corporation
(Name or Names)
2001 E. Joppa Rd. Baltimore, Maryland 21234
(Address)

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

1 - IBM PC AT 512K, 20 Meg. Hard Disk, 1.2 Floppy, IBM Mono.
Monitor, Okidata Model 84 Printer
S/N 50650675170

RECORDED 11.00
INDEXED .50
OCT 22 1986

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

LESSEE
William F. Karabinus - C.P.A.
By: [Signature] C.P.A.
(Title)
William F. Karabinus
(Type or print name of person signing)
By: _____
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: [Signature] Manager
(Title)
Brian G. Connelly
(Type or print name of person signing)

Return to: Superior Service Corporation
2001 E. Joppa Rd.
Baltimore, Maryland 21234

11/80

1986 OCT 22 AM 11:40
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

BOOK 504 PAGE 240

264298

 Maryland Financing Statement All information must be typewritten or printed in ink.		File No.
(Not to Be) (To Be) Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) C & L Concrete, Inc. 1073 St. Stephen Church Road Crownsville, Anne Arundel, MD 21032	Secured Party Name and Address Furnival Machinery Company 7135 Standard Drive Hanover, MD 21076	
Assignee of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD 21093	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) Komatsu D66S Crawler Loader S/N 01205		
<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>		
Proceeds of collateral are also covered.		
* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>C & L Concrete, Inc.</u>	Secured Party <u>Furnival Machinery Company</u>	
By <u><i>James Cunningham</i></u> (Seal) _____ <small>of corporation, have signed as President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <u><i>J P Wreath</i></u> <u>SECY TREAS</u>	
<u>JAMES CUNNINGHAM</u> <small>Type or print name(s) of person(s) signing</small>	<u>J P WREATH</u> <small>Type or print name of person signing</small>	

RECORDED 11-00
INDEXED 11-03
OCT 22 86

118

1986 OCT 22 AM 11:40
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

[TO BE CROSS INDEXED]

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

THIS FINANCING STATEMENT IS NOT SUBJECT TO THE RECORDATION TAX IMPOSED BY THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND AS AMENDED

FINANCING STATEMENT

- | | |
|--|---|
| 1. Debtor: | Address of Debtor: |
| James B. Keene and
Alda Keene, husband
and wife, | 1032 Dockser Drive
Crownsville, Maryland 21032 |
| and George T. Goode | 1030 Dockser Drive
Crownsville, Maryland 21032 |
| 2. Secured Party: | Address of Secured Party: |
| SOVRAN BANK/MARYLAND,
a banking institution | 6610 Rockledge Drive
Bethesda, Maryland 20817 |

3. This Financing Statement covers all of the Debtor's right title and interest in and to the following:

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of tangible personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the Land (as that term is hereinafter defined) or the improvements thereon (the Land and any improvements now or at any time hereafter thereon being hereinafter referred to collectively as "the Real Property"), and used or usable in connection with any present or future operation of the land and now owned or hereafter acquired by the Debtor,

3.1.1. including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves,

95

19.00

1.6

1996 OCT 22 AM 11:40

F. ALBERTA COLLISON
CLERK

gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment security systems and all other equipment installed or to be installed or used or usable in connection with any present or future use or operation of the Real Property;

3.1.2. excluding (a) inventory and work in process, and (b) consumable goods, trade fixtures or other personal property owned by any tenant occupying any or all of the Real Property.

3.2. Any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any temporary or permanent taking of any or all of the Real Property under the power of eminent domain, (b) any change or alteration of the grade of any street, and (c) any other injury or damage to, or decrease in value of, any or all of the Real Property.

3.3. Any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or any portion thereof, or any or all of the other property described in this Financing Statement.

3.4. Any and all rents, royalties, issues, profits, revenues, income and other benefits of the Real Property, or arising from the use or enjoyment of any or all thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, all contract rights, accounts receivable and general intangibles growing out of or in connection with any and all leases of any or all proceeds (cash and non-cash) thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the tenants of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately before the expiration of such terms.

3.5. Any and all leases and subleases, and any and all remedies hereunder which may have been heretofore executed or which may be hereafter executed in connection with, or for, the use and occupation of any or all of the Real Property, and any and all extensions or renewals thereof, and any and all supplements and modifications thereto.

4. This Financing Statement gives notice of and perfects the security interests granted by the Debtor to or for the benefit of the Secured Party, under the provisions of a Deed of Trust of even date herewith by and between the Secured Party and the Debtor, evidencing a loan made by the Secured Party to the Debtor pursuant to the provisions of the Deed of Trust.

5. Proceeds and products of collateral, accessions and after-acquired property are covered hereunder.

6. The Land consists of all of that land, situate and lying in Prince George's County, which is described in the Deed of Trust and in Exhibit A attached hereto and made a part hereof.

Debtor:

Dated: October 1, 1986

By: James B. Keene
James B. Keene

By: Alda Keene
Alda Keene

By: George T. Goode
George T. Goode

Mr. Clerk: Please return to:

Matthew D. Osnos, Esquire
O'Malley, Miles, McCarthy,
& Harrell
99 Commerce Place
P.O. Box 900
Upper Marlboro, MD 20772

" EXHIBIT A "

Lots numbered Nine (9) through Fourteen (14) inclusive and Residue of Lots numbered Twenty-Seven (27), Twenty-Eight (28), Twenty-Nine (29), Thirty (30), Thirty-One (31) and Thirty-Two (32), in Block numbered Six (6) in a subdivision plat entitled "TUXEDO", as per plat thereof recorded among the Land Records of Prince George's County, Maryland, in Plat Book A, at plat 71.

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 Donuts & Patisserie T/A MOulin De Paris
Address 578 Benfield/Village Shopping, Severna Park, MD 21146

2. SECURED PARTY

Name HOBART CORPORATION
Address World Headquarters - Troy, Ohio 45374

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

3. Maturity date of obligation (if any) _____

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

One(1) QA2-71A Refrigerator (1) ICZW Shelves(1) CN 61-AA (1) CH22-1 Hot Plate
One(1) Cord, SET-CX 321,, Bowl, Beater, Whip

Annapolis - # 079756

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)

Alice H. Brisby Attorney in Fact
(Signature of Debtor)

Donuts & Patisserie T/A Moulin De Paris
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party
Secured Party

HOBART CORPORATION
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1986 OCT 22 AM 11:40
E. AUBREY COLLISON
CLERK
C. B. CLERK

264301

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)
RING CHOW #1
SO. GATE MKT. PLACE
HOSPITAL DR. & CRAIN HWY.
GLENBURNIE, MD

2. Secured Party(ies) and address(es)
SELECT SERVICE & SUPPLY CO.
2905 E AMWILER ROAD
ATLANTA, GA 30360

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

RECORD FEE 11.00
FILING FEE .50
OCT 22 1986

4. This financing statement covers the following types (or items) of property:
SINKS, FAUCETS, PRE-RINSE UNITS, TABLES, COOLERS, SHELVING, FREEZERS, RACKS, MIXERS, VEG. CUTTERS, HOODS, FANS, FIRE PROTECTION SYSTEMS, RICE COOKERS, MICROWAVES, OVENS, DUMP STATIONS, FRYERS, STOVES, WOK RANGES, REFRIG. BASES, SALAD TOPS, CONDIMENT HOLDERS, HEAT LAMPS, FOOD WARMERS, PANS, COUNTERS, CUTTING BOARDS, SMALLWARES

5. Assignee(s) of Secured Party and Address(es)
LAZERE FINANCIAL CORP.
60 EAST 42ND STREET
NEW YORK, NY 10165

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 By: [Signature]
RING CHOW #1
Signature(s) of Debtor(s)

[Signature]
SELECT SERVICE & SUPPLY CO., INC.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1150

Mailed to Secured Party

1986 OCT 22 AM 11:41
E. AUBREY COLLISON
CLERK



FINANCING STATEMENT AND SECURITY AGREEMENT

File No. []

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>Edgewood Electronics 2012 Pulaski Hwy. Edgewood, MD 21040</p>	<p>2. SECURED PARTY</p> <p>The Zamoiski Co. 1101 DeSoto Road Baltimore, Maryland 21223</p>
---	--

1986 OCT 22 AM 11:41
E. ASHBY & DOLLISON
CLERK

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.)

1/50

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:

Edgewood Electronics

(Type Name)

THE ZAMOISKI CO

X Andre Boer (SEAL) By John Murph (owner)

By _____ (SEAL) 8/12/86 (Date Signed by Debtor) 19 86

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

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

4. <input type="checkbox"/> Filed for record in the real estate records	5. <input type="checkbox"/> Debtor is a Transmitting Utility 8845-1	6. No. of Additional Sheets Presented
1. Debtor(s) (Last Name First) and address(es) AMERICAN MOTOR INNS, INCORPORATED DBA: Holiday Inn South 6600 Ritchie Highway Glen Burnie, MD 21061	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) RECORDED FEE 12.00 POSTAGE 30 TOTAL DUES AND FEES 12.30 OCT 22 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)	AMERICAN MOTOR INNS, INCORPORATED BY: <i>David A. Simon</i> David A. Simon, V.P. Signature(s) of Debtor (Or Assignor)	UNIVERSAL COMMUNICATION SYSTEMS, INC. F. K. Shaftman, President <i>F. K. Shaftman</i> Signature(s) of Secured Party (Or Assignee)
--	--	--

Mailed to Secured Party

FILED FOR RECORD
OCT 22 1986
AUBREY COLLISON
CLERK



Anne Arundel Co.
9-5/86

BOOK 504 PAGE 250

264304

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 9/18/86 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

Person And Address To Whom Statement Is To Be Returned 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 2/28/85, Schedule #03, dated 8/1/86 between Assignor as Lessor and Lease Account # 588220 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 9/18/86 between Assignor and Assignee:

- 1 (one) Model RS411 Super Web 4 Color 11" Web Press w/50" Roll stand, 4 Offset Units, Automatic Lubrication, Large Motor, 22" Sheeter, Platebender Turn Bar w/air pump, Jogger. S/N's Press SW 180411, Rollstand RS 4940, Offset Units OP4941, OP4942, OP4943, OP4944, Sheeter SD 4945.

CHECK THE LINES WHICH APPLY

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

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

Frank J. Sarrp, 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

UNION TRUST COMPANY OF MARYLAND

John S. Tuccitto
(Signature of Secured Party)

John S. Tuccitto, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County.

FILED

1986 OCT 22 AM 11:42

E. AUBREY COLLISON
CLERK

EXECPRI

back before

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) DEBORAH L. BELL Rio Vista MHP LOT 49 -997 Geanie Court LOTHIAN MD 20711		2 Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD ; #245 WOODBIDGE, VA 22191		3 <input type="checkbox"/> The Debtor is a transmitting utility	
5 This Financing Statement covers the following types (or items) of property 1978 SCHULT 60 X 14 SERIAL # E138939 *AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S <input type="checkbox"/> Products of the Collateral are also covered		6 Assignee(s) of Secured Party and Address(es):		4 For Filing Officer Date, Time No Filing Office FEE 11.00 PLATGE .50 OCT 22 1986	
8 Describe Real Estate Here		<input type="checkbox"/> This statement is to be indexed in the Real Estate Records		9 Name of a Record Owner	
7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)					

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)					

DEBORAH L. BELL *Deborah L. Bell* GREEN TREE ACCEPTANCE INC. *Donna C. Swine*

By _____ Signature(s) of Debtor(s) By _____ Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Numerical (Required only if Item 10 is checked)

(3-83) STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party



1986 OCT 22 AM 11:42
AUBREY COLLISON
CLERK

BOOK 504 PAGE 252

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)
Bio Gro Systems, Inc.
108 Solomons Island Rd.
Annapolis, Md. 21401

2. Secured Party: Name and Address:
Dominion Bank of No.Va.,
National Association
8150 Leesburg Pike
Vienna, Virginia 22180

No. of Additional Sheets Presented:

Maturity Date

3. (if any):

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

FILED 10.00
FEB 22 1984
CLERK OF COURT ANNE ARUNDEL COUNTY

5. This statement refers to original Financing Statement No. 248564 Liber 464 Page 529 filed (date) August 12, 1983

with Clerk of Court Anne Arundel County

- 6. A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the property described in box 7 below.
- D. Assignment The Secured Party of record has assigned to the Assignee whose name and address are shown in box 7 below the Secured Party's rights in the property described in box 7 below under the Financing Statement bearing the above file number.
- E. Amendment The Financing Statement bearing the above file number is amended as set forth in box 7 below. (Signature of Debtor is required.)

8. Filed with State Corporation Commission

Clerk of Anne Arundel County

Court

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

By Frances L. Beswick
Signature of Secured Party

22-96

(1) FILING OFFICER COPY - NUMERICAL

Mailed to Secured Party



1986 OCT 22 AM 11:43

E. AUBREY COLLISON
CLERK

264307

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented:	3. Maturity Date (Optional):
1. Debtor(s) (Last Name First) and Address(es): Evelyn J. Gerrior DBA Gerrior's Nursery 1120 Bay Ridge Rd. Annapolis, Md. 21403 (In Anne Brundel Co.)	2. Secured Party(ies) Address(es) And Name(s): John C. Louis Co., Inc. 1805 Cherry Hill Rd. Baltimore, Md. 21230	4. For Filing Officer: Date, Time, File No., Filing Office: REGISTRATION FEE 12.00 POSTAGE .50 109-98 OCT 22 86	
7. This Financing Statement covers the following types or items of collateral: (Describe real estate, including record owner if item 6 is applicable) One Melroe Bobcat Loader, Model M743, Ser. No. 29199, with Flotation Tires and 60" Bucket with teeth Note: This transaction is not subject to recordation tax. DEBT EXCEEDS \$200.00 <input checked="" type="checkbox"/> Proceeds of the collateral are also covered. Filed with: <input type="checkbox"/> Sec. of State _____ <input type="checkbox"/> Filing Office of _____ County/City		5. Assignee(s) of Secured Party, Address(es): Clark Equipment Credit Corporation 128 East Front Street Buchanan, Michigan 49107	6. <input type="checkbox"/> The described crops are growing or to be grown on the real property described in Item 7. <input type="checkbox"/> The described goods are or are to be affixed to the real property described in Item 7.
8. Signatures: Evelyn J. Gerrior DBA Gerrior's Nursery _____ John C. Louis Co., Inc. _____ By <u>Evelyn J. Gerrior</u> Debtor(s) [or Assignor(2)] By <u>W. Davison</u> Secured Party(ies) [or Assignee(s)] Evelyn J. Gerrior FINANCING STATEMENT Davison, President (2) Filing Officer Copy — Alphabetical THIS INSTRUMENT PREPARED BY SECURED PARTY AND ASSIGNEE OF SECURED PARTY. FORM UCC 1			

1986 OCT 22 AM 11:43
 AUDREY LOLLISON
 CLERK

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name Transerve, Inc.
Address 10324 N.W. Prairie View Drive, Kansas City, Missouri 64153

2. SECURED PARTY

Name Anthony G. Toskov, Jr.
Address 7022 Cresthaven Drive, Glen Burnie, Maryland 21061
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 SECURED PARTY

CREDIT ALLIANCE CORPORATION
P.O. Box 1680
500 DiGiulian Blvd.
Glen Burnie, Maryland 21061

EQUIPMENT LOCATION: 7509 Connelley Drive
Hanover, MD 21076

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Transerve, Inc.
Gary Waller Pres.
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Anthony G. Toskov, Jr.

Anthony G. Toskov, Jr.
(Signature of Secured Party)

Anthony G. Toskov, Jr.
Type or Print Above Signature on Above Line

1988 OCT 22 AM 11:43

E. AUBREY COLLISON
CLERK

CLERK

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated September 26, 1986

between Anthony G. Toskov, Jr. as Seller/Lessor/Mortgagee and Transerve, Inc. 10324 N.W. Prairie View Drive Kansas City, Missouri 64153

(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 \$ 26,050.50 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 26th day of September, 1986

Anthony G. Toskov, Jr. (SEAL)
(Seller/Lessor/Mortgagee)
By Anthony G. Toskov Jr

(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: Anthony G. Toskov, Jr. (Seller) FROM: Transerve, Inc. (Buyer)

7022 Creathaven Drive Glen Burnie, MD 21061 10324 N.W. Prairie View Drive Kansas City, Missouri 64153

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

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

One (1) 1980 Freightliner Model FLT10464T Cabover Sleeper, S/N CA213HL188544, W/450 Cat. engine Jaka Brake, 38,000 lb. rears, 13 speed Fuller transmission

(1) TIME SALES PRICE \$26,050.50
(2) Less DOWN PAYMENT IN CASH \$-0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$-0-
(4) CONTRACT PRICE (Time Balance) \$26,050.50

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 10324 N.W. Prairie View Drive Kansas City, Missouri 64153

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 Twenty six thousand Fifty and 50/100 Dollars (\$ 26,050.50)

being the above indicated Contract Price (hereinafter called the "time balance") in 30 successive monthly installments, commencing on the 26th day of September, 19 86, and continuing on the same date each month thereafter until paid; the first 29 installments each being in the amount of \$ 868.35 and the final installment being in the amount of \$ 868.35

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

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

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

BUYER(S)-MAKER(S):

Date: September 26, 19 86

Accepted Anthony G. Toskov, Jr. (SEAL) (Print Name of Seller Here)

Transerve, Inc. (SEAL) (Print Name of Buyer Maker Here)

By: Anthony G. Toskov, Jr. (Signature) (Witness as to Buyer's and Co-Maker's Signature)

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

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

By: (Signature)

This instrument prepared by

3

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 R. 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 R. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

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

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

Date: _____ 19 _____ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller
By: _____ (Signature: Title of Officer, "Partner" or "Proprietor")
(Witness)

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name John W. Ritter Trucking, Inc. Address Md. Rt.3, P.O. Box 244, Millersville, Md. 21108

2. SECURED PARTY

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

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, 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)

John W. Ritter Trucking Inc.

(Signature of Debtor)

John W. Ritter Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

(Signature of Secured Party)

James L. Jenoele Sec/ Tres.

Type or Print Above Signature on Above Line

CR CLERK

1995 OCT 22 AM 11:44

MISSISSIPPI COLLISION CLERK

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated October 1, 1986

between Beltway International Trucks, Inc. as Seller/Lessor/Mortgagee

and John W. Ritter Trucking, Inc., Md. Rt. 3, P.O. Box 244, Millersville, Md. 21108

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

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease 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 \$ 43,602.48
 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 1st day of October, 19 86

Beltway International Trucks, Inc. (SEAL)

By James L. Jinnelle
 Secretary Treasurer

(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 504 PAGE 26

TO: Beltway International Trucks, Inc. FROM: John W. Ritter Trucking, Inc.
1800 Sulphur Spring Road, Baltimore, Md. 21227 Md. Rt. 3, P.O. Box 244, Millersville, Md. 21108

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

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

One (1) New 1987 International Navistar, Model F2575 Tractor S/N 1HSZJJSR2HHA17959.

(1) TIME SALES PRICE \$ 63,602.48
(2) Less DOWN PAYMENT IN CASH \$ - 0 -
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 20,000.00
(4) CONTRACT PRICE (Time Balance) \$ 43,602.48

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: Md. Rt. 3, P.O. Box 244, Millersville, Md. 21108

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Forty three thousand six hundred two and 48/100 Dollars (\$ 43,602.48)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 1st day of November, 19 86, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,211.18 and the final installment being in the amount of \$ 1,211.18

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: October 1, 19 86

BUYER(S)-MAKER(S):

Accepted, Beltway International Trucks, Inc. (SEAL)

John W. Ritter Trucking, Inc. (SEAL)

By: James L. Jannelli Sec/Treas (Witness as to Buyer's and Co-Maker's Signature)

By: (Signature) (Print Name of Co-Buyer Maker Here) (SEAL)

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

By:

This instrument prepared by

2

Form FmHA-MD. 441-3
(Rev. 3-11-80)

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
FINANCING STATEMENT

TO BE RECORDED: in the Land Records, in the Financing Records

This statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.
Please return original statement to Secured Party at its address shown below.

DEBTOR(S)	SECURED PARTY	For Filing Officer
Canterbury Associates <i>(Name)</i>	UNITED STATES OF AMERICA acting through	
Limited Partnership <i>(Name)</i>	FARMERS HOME ADMINISTRATION	
P.O. Box 4639 <i>(Address)</i>	300 S. New Street Rm. 1108 <i>(Address)</i>	
Annapolis, MD 21401	Dover, DE 19901	

1. This Financing Statement covers the following types of collateral:

~~(a) Crops, livestock, other farm products, farm and other equipment, supplies and inventory.~~

(b) All accounts, general intangibles, gross receipts,
(continued on attachment A)

2. ~~Crops covered by this statement are to be grown on~~ (and goods which are or are to become fixtures, if fixtures are covered in 1(b) above, are or are to be affixed to) the following premises in Maryland:

Land or Other Real Estate Reputedly Owned By	Approximate No. of Acres	In County of	Direction and Distance From a Named Town or Other Description
Canterbury Associates Limited Partnership	6.7117	Sussex	Edgewood Street, U. S. Highway 13, Bridgeville, Delaware

3. Proceeds and products of the collateral are also covered, but disposition of the collateral is not hereby authorized.

4. The items secured by this transaction are not subject to the recordation tax as imposed by Article 81, Sections 277 and 278, of the Annotated Code of Maryland, 1962 Suppl., as amended.

Canterbury Associates Limited Partnership
Arthur W. Edwards
(Signature of Debtor)

Type name: Arthur W. Edwards,
General Partner

Frederic F. Case
(Signature of Debtor)

Type name: Frederic F. Case,
General Partner

Witness: _____

Type name: _____

Witness: _____

Type name: _____

By *W. Drew Clendaniel*

Type name: W. Drew Clendaniel

Title: District Director
Farmers Home Administration

13 SD

1986 OCT 22 AM 11:44

E. AUBREY COLLISON
CLERK



Attachment A to Financing Statement for Canterbury Associates Limited Partnership

washers, dryers, ranges, refrigerators, lawn mowing equipment and other equipment and furnishings, inventory, income and revenue now or hereafter in existence, including the proceeds thereof, derived from or pertaining to any and all activities of the Debtor. All proceeds received from the sale or other disposition of the aforementioned collateral is also covered. Disposition of such collateral is not hereby authorized.

Mailed to Secured Party

264311

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF \$ _____
<input checked="" type="checkbox"/> NOT TO BE		<input checked="" type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

Satya Kathuria and Satish Kathuria (his wife)
Name or Names—Print or Type

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

1. Debtor(s):

Carbern Enterprises, Inc., a Maryland Corporation
Name or Names—Print or Type

7483 Baltimore-Annapolis Blvd., Glen Burnie, MD 21061
Address—Street No., City - County State Zip Code

2. Secured Party:

Carl L. Nathanson
Name or Names—Print or Type
Calvert Professional Building
321 North Calvert Street, Baltimore, MD 21202
Address—Street No., City - County State Zip Code

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

See Schedule A attached.

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

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are are not covered.

7. Products of collateral are are not covered.

DEBTOR(S):

SECURED PARTY:

Satya Kathuria Satish Kathuria
(Signature of Debtor)

Satya Kathuria & Satish Kathuria (his wife)
Type or Print (Company, if applicable)

Satya Kathuria Pres. x Carl L. Nathanson
(Signature of Debtor) (Signature of Secured Party)

Carbern Enterprises, Inc., a Maryland Corporation Type or Print
Carl L. Nathanson 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 Arnold R. Silbiger, 1338 Sulphur Spring, Rd., Baltimore, MD 21227

Lucas Bros. Form F-1

Clerk of the Circuit Court of Anne Arundel County

1986 OCT 22 AM 11:44

E. AUBREY COLLISON
CLERK

BS



SCHEDULE A

1. **Homemade Counter**
2. **4 rows, pipe hangers**
3. **1 steamer**
4. **2 Solvo Miser dry cleaning machines**
5. **1 Hoyt pressure tank**
6. **1 Leland pressing station and table**
7. **7 Cissell-Hoffmkan assorted pressing machines**
8. **2 dress forms**
9. **1 extractor**
10. **1 Hwedsch Co. shirt washer**
11. **1 Lookout hot water boiler**
12. **1 Powerex air compressor**

And all other equipment and supplies on premises, located at
7483 Baltimore-Annapolis Boulevard, Glen Burnie, Maryland 21061.

CLERK'S NOTATION

Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.

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.

RECORD FEE POSTAGE

11-00 150

1. DEBTOR

Name CHARLES E BLAKE CONTRACTORS INC
Address 1589 Marco Dr. Pasadena. Md. 21122

2. SECURED PARTY

Name BALDWIN SERVICE CTR INC. Assignee of Secured Party
Address 41 Defense Hwy KUBOTA CREDIT CORPORATION, USA
Annapolis, Maryland 21401 4444 SHACKLEFORD RD.
NORCROSS, GEORGIA 30093

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

3. Maturity date of obligation (if any) _____

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

Name and address of Assignee

- 1 - New KUBOTA TRACTOR MN# L2250DT SN# 52379
- 1 - New KUBOTA LOADER BF400G 13653
- 1 - New WOODS BACKHOE BH750 03740
- 1 - New D+M TRAILER 162760

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

11/90

Charles E Blake
(Signature of Debtor)

CHARLES E BLAKE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

CLERK

Sheila H. Cooper
(Signature of Secured Party)

BALDWIN SERVICE CENTER INC.

Type or Print Above Signature on Above Line

RECORDS & CLERK

1986 OCT 22 AM 11:44

E. AUBREY COLLISON
CLERK

BOOK 504 PAGE 267

3244 6

AA. Co
12.50

264313

NOT TO BE RECORDED IN LAND RECORDS

NOT SUBJECT TO RECORDING TAX

FINANCING STATEMENT

Crofton Automative

Name or Names - Print or Type

1. LESSEE(S)	1047 Route 3, North B-5	Gambrills	Maryland	21054
	Address - Street No.	City - County	State	Zip

2. LESSOR	L-J Leasing Company 600 Reisterstown Road	Baltimore	Maryland	21208
-----------	--	-----------	----------	-------

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

- 1- Ammco 2460 Turntable
- 1- Ammco 49 Gauge Set S/N 11844
- 1- Ammco 2814, 14" Floor Stands
- 1- Rotary SP 94 Surface MT Left S/N L41272



1986 OCT 22 AM 11:45

1986 OCT 22 AM 11:45

CLERK

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

1350

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are covered.

LESSEE(S) **Crofton Automative**

LESSOR: L-J Leasing Company **Marked to Secured Party**

By: *Paul T. Chapman*
Signature of Lessee

By: *Louise E. Neutze*
Signature of Lessor

Paul T. Chapman

Louise E. Neutze, Mgr.

Type or Print

Signature of Lessee

Type or Print

To The Filing Officer: After This Statement Has Been Recorded Please Mail The Same To

Mailed to Secured Party

L-J Leasing Company
P.O. Box 21472
600 Reisterstown Road

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. 245429

RECORDED IN LIBER 457 FOLIO 95 ON 12/15/82 (DATE)

1. DEBTOR

Name MD Municipal League
Address 76 MD Ave., Annapolis, MD 21401

2. SECURED PARTY

Name L-J Leasing Company
Address 600 Reisterstown Road
P.O. Box 21472
Balto., Md. 21208

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Termination

10.50

10.00
10.50
OCT 22 1986

Mailed to Secured Party

Dated 10/2/86

(Signature of Secured Party)

F. Jed

Type or Print Above Name on Above Line



RECEIVED FOR RECORD
MAY 11 1986

1986 OCT 22 AM 11:45

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 MITCHELL, John F. Owner d/b/a Mitchell's Fleet Service & Body Shop

Address 1994 Moreland Parkway #11-12, Annapolis, MD 21401

2. SECURED PARTY

Name Chief Automotive Systems, Inc.

Address 1924 East Fourth Street

Grand Island, NE 68801

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

3. Maturity date of obligation (if any) _____

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

"PURCHASE MONEY SECURITY INTEREST IN:"

One Chief E-Z Liner Frame Straightener manufactured by Chief Automotive Systems, Inc., Serial #12367, used by Debtor in its business, and all accessories, parts and equipment installed on and with the machine at the time of installation, all replacements or substitutions of any thereof, and all proceeds of all of the foregoing.

12.00
110.45
007 22 84

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John F. Mitchell
(Signature of Debtor)
John F. Mitchell, Owner d/b/a
Mitchell's Fleet Service & Body Shop
Type or Print Above Name on Above Line

Mailed to Secured Party

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

James Zana
(Signature of Secured Party) James Zana
Chief Automotive Systems, Inc. Vice President
Type or Print Above Signature on Above Line

1986 OCT 22 AM 11:46



COLLISON
CLERK

Anne Arundel
County

BOOK 504 PAGE 270

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

Roll No. 473 Page No. 450
Identification No. 252144 Dated 5/25/84

1. Debtor(s) { Form Services, Inc.
Name or Names—Print or Type
717 Wedeman Avenue Linthicum Heights, Md. 21090
Address—Street No., City - County State Zip Code

2. Secured Party { First National Bank of Maryland
Name or Names—Print or Type
25 South Charles Street Baltimore, Md. 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

Please add the following additional addresses of the debtor
28 Thomas Avenue
Baltimore, Maryland 21225

CR
CLERK

1986 OCT 22 PM 3:22
F. ACBFF & COLLISON
LEAK

1050

Dated: October 6, 1986
First National Bank of Maryland
Name of Secured Party
[Signature]
Signature of Secured Party
Thomas B. Freeze, Loan Executive
Type or Print (Include Title if Company)

Noted to Secured Party

Anne Arundel
County

BOOK 504 PAGE 271

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

Roll No. 445 Page No. 307
Identification No. 240970 Dated 12/28/81

1. Debtor(s) } Form Services, Inc.
Name or Names—Print or Type
717 Wedeman Avenue Linthicum Heights, Md. 21090
Address—Street No., City - County State Zip Code

2. Secured Party } First National Bank of Maryland
Name or Names—Print or Type
25 South Charles Street Baltimore, Md. 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

Please add the following additional addresses of debtor:

28 Thomas Avenue
Baltimore, Md. 21225

1050

Dated: October 6, 1986

First National Bank of Maryland
Name of Secured Party
Thomas B. Freeze
Signature of Secured Party
Thomas B. Freeze, Loan Executive
Type or Print (Include Title if Company)

FHB 121C (1-80)



Mailed to Secured Party

1986 OCT 22 PM 3:22
F. HUBBARD COLLISCH
F. HUBBARD COLLISCH

STATE OF MARYLAND

ANNE ARUNDEL COUNTY

BOOK 504 PAGE 272

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261473

RECORDED IN LIBER 497 FOLIO 217 ON April 23, 1986 (DATE)

1. DEBTOR

Name TIRE ENGINEERING, INC.
Address 169 Defense Highway, Annapolis, Maryland 21401 and Dover Road, Easton, Maryland 21601

2. SECURED PARTY

Name THE FIRST NATIONAL BANK OF MARYLAND
Address 25 South Charles Street, Baltimore, Maryland 21201
ATTN: Special Credits Department
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 present and future accounts and receivables arising from the sale of goods or services to Seapac Services, Inc. or Interpool, Limited.

This partial release in no way releases any other collateral of the secured party except for that specifically set forth above.

10/50.

Mailed to Secured Party

Dated September 25, 1986

THE FIRST NATIONAL BANK OF MARYLAND
By: Dawne E. Davies
(Signature of Secured Party)

Dawne E. Davies, Loan Officer
Type or Print Above Name on Above Line

10.00
50
11:30
OCT 22 1986
E. AMBERLY COLLISON
CLERK

BOOK 504 PAGE 273

1986 OCT 23 PM 12:31

264315

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

RECORD FEE 48.00
POSTAGE 50
REGISTER 1237 012 3121 00
OCT 23 86

1. Debtor:
EDGEWOOD JOINT VENTURE

Address:
C/O S. Chandler Sweetser, Jr.
1460 Ritchie Highway
Arnold, Maryland 21012

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

1800

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 construction or use of the premises.

4. The aforesaid items covered by this Financing Statement are included as security in a Second Deed of Trust and 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:

EDGEWOOD JOINT VENTURE

Robert Yulsman (SEAL)
ROBERT YULSMAN

BY: H. Barry Wilen (SEAL)
H. BARRY WILEN,
his attorney-in-fact

H. Barry Wilen (SEAL)
H. BARRY WILEN

ARNOLD PROPERTY CORPORATION

BY: S. Chandler Sweetser, Jr. (SEAL)
S. CHANDLER SWEETSER, JR.

Harvey L. Stein (SEAL)
HARVEY L. STEIN

BY: H. Barry Wilen (SEAL)
H. BARRY WILEN,
his attorney-in-fact

JOINT VENTURERS

SEEN, ACKNOWLEDGED AND AGREED:

BAY COUNTRY INVESTMENTS

BY: H. Barry Wilen
H. BARRY WILEN
AUTHORIZED GENERAL PARTNER

Dated: 9/30/86

MR. CLERK: Return to:

David S. Bruce, Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

S342892P.MLS

EXHIBIT A

PROPERTY DESCRIPTION No. 1

BEING all those lots or parcels of land lying and being situate in the Sixth Assessment District of Anne Arundel County, State of Maryland, and being more particularly described as follows:

PARCEL 1:

BEGINNING for the same at a point located on the east side of Edgewood Road and at the same beginning point as in the conveyance from Minnie Blackwell and Willie Blackwell, her husband, to Joseph C. Smith and Marion A. Smith, his wife, by deed dated May 22, 1952 and recorded among the Land Records of Anne Arundel County, Maryland in Liber JHH 688, page 117;

THENCE running from the place of beginning, so fixed, and running along the said east side of Edgewood Road, North $0^{\circ} 28' 30''$ West 190.14 feet to the south side of Blackwell Road (30 feet wide);

THENCE with the south side of said Blackwell Road, South $71^{\circ} 26' 30''$ East 237.0 feet;

THENCE leaving said Blackwell Road and running through said conveyance and also running with the South $11^{\circ} 17' 30''$ West 111.41 foot line of said conveyance, South $11^{\circ} 17' 30''$ West 169.09 feet to the end of the said South $11^{\circ} 17' 30''$ West 111.41 foot line;

THENCE with the North $74^{\circ} 55' 30''$ West 196.7 foot line of said conveyance, North $74^{\circ} 55' 30''$ 196.7 feet to the place of beginning;

CONTAINING 0.87 acres, more or less, and as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors in January 1978 without the benefit of a field survey;

THE ABOVE described 0.87 acres being subject to a 10 foot utility easement, said utility easement is for the purpose of construction a sanitary sewer line to serve the property to the east of the herein described, said 10 foot easement being described as follows:

BEGINNING for the same at a point located on the south side of Blackwell Road and at the end of the South $71^{\circ} 26' 30''$ East 237.0 foot line of the above described 0.87 acres, more or less, and running from the place of beginning, so fixed, and leaving said Blackwell Road and running with part of the South $11^{\circ} 17' 30''$ West 169.09 foot line of the above described 0.87 acres, South $11^{\circ} 17' 30''$ West 83.72 feet;

THENCE running through the above described 0.87 acres, more or less, North $78^{\circ} 42' 30''$ West 10 feet and North $11^{\circ} 17' 30''$ East 85.0 feet to

intersect the above mentioned south side of Blackwell Road;

THENCE with the same, South $71^{\circ} 26' 30''$ East 10.08 feet to the place of beginning;

BEING part of the above mentioned conveyance from Minnie Blackwell and Willie Blackwell, her husband, to Joseph C. Smith and Marion A. Smith, his wife, by deed dated May 22, 1952 and recorded among the Land Records of Anne Arundel County in Liber JHH 688, page 117, the said Marion A. Smith, having previously departed this life.

PARCEL 2:

BEGINNING for the same at an iron pipe set at the intersection formed by the south side of Blackwell Road (30 feet wide) with the west side of Turner Road (30 feet wide); said pipe being further located at the end of the South $19^{\circ} 26' 30''$ West 15.0 foot line of the conveyance from Minnie Blackwell and Willie Blackwell, her husband, to Joseph C. Smith and Marion A. Smith, his wife, by deed dated May 22, 1952, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 688, page 117:

THENCE running from the place of beginning so fixed, leaving said Blackwell Road and running with the said west side of Turner Road, and also running with the South $19^{\circ} 26' 30''$ West 34.65 foot line of the above mentioned conveyance, and also with part of the South $19^{\circ} 26' 30''$ West 116 foot, more or less, line of the conveyance from Minnie D. Blackwell, widow, to Joseph Smith and Marion A. Smith, his wife, by deed dated April 4, 1964, and recorded among the said Land Records in Liber L.N.P. 1771, page 224, South $19^{\circ} 26' 30''$ West 61.0 feet:

THENCE leaving said Turner Road and running through the above second mentioned conveyance for a new line of division North $68^{\circ} 57' 30''$ West 157.4 feet to intersect the North $11^{\circ} 17' 30''$ East 111.41 foot line of the above mentioned conveyance recorded in Liber L.N.P., 1771 page 224; said point being further located in the South $11^{\circ} 17' 30''$ West 111.41 foot line of the above mentioned conveyance recorded in Liber J.H.H. 688, page 117;

THENCE with part of said line, reversely, and also running through the said conveyance recorded in Liber J.H.H. 688, page 117, North $11^{\circ} 17' 30''$ East 61.87 feet to intersect the south side of Blackwell Road;

THENCE with the same, South $68^{\circ} 57' 30''$ East 166.26 feet to the place of beginning.

CONTAINING 9,870 square feet, more or less, and as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in March 1978.

The above described being subject to a 10 foot utility easement for the purposes of constructing a water line and described as follows:

BEGINNING for the same at a point located on the south side of Blackwell Road and at the end of the North $11^{\circ} 17' 30''$ East 61.87 foot line of the above described 9,870 square feet, more or less, and thence running from said beginning point so fixed and running along the said south side of the

Blackwell Road and with part of the South $68^{\circ} 57' 30''$ East 166.26 foot line of the above described, South $68^{\circ} 57' 30''$ East 10.15 feet:

THENCE leaving said Blackwell Road and running through the above described 9,870 square foot parcel, South $11^{\circ} 17' 30''$ West 61.87 feet to intersect the North $68^{\circ} 57' 30''$ West 157.48 foot line of the above described:

THENCE with part of said line, North $68^{\circ} 57' 30''$ West 10.15 feet to the end of said line:

THENCE with the North $11^{\circ} 17' 30''$ East 61.87 foot line of the above described 9,870 square foot, more or less, parcel North $11^{\circ} 17' 30''$ East 61.87 feet to the place of beginning.

BEING part of the above mentioned conveyance from Minnie Blackwell and Willie Blackwell, her husband, to Joseph C. Smith and Marion A. Smith, his wife, by deed dated May 22, 1955, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber J.H.H. 688, page 117, and also being part of the above mentioned conveyance from Minnie D. Blackwell, widow, to Joseph Smith and Marion A. Smith, his wife, by deed dated April 4, 1964, and recorded among the said Land Records in Liber L.N.P. 1771, page 224, the said Marion A. Smith having previously departed this life.

PARCEL 3:

BEGINNING for the same at an iron pipe found on the west side of Turner Road (30 feet wide) and at the same beginning point as in the conveyance from Minnie D. Blackwell, widow, to Joseph Smith and Marion A. Smith, his wife, by deed dated April 4, 1964, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L.N.P. 1771, page 224;

THENCE running from the place of beginning so fixed, leaving said Turner Road and running with the North $74^{\circ} 55' 30''$ West 142.05 foot line of said conveyance, as now found, North $74^{\circ} 55' 30''$ West 142.66 feet to an iron pipe found at the end of said line; said point being further located at the end of the South $11^{\circ} 17' 30''$ West 111.41 foot line of the conveyance from Minnie Blackwell and Willie Blackwell, her husband, to Joseph C. Smith and Marion A. Smith, his wife, by deed dated May 22, 1952, and recorded among the said Land Records in Liber J.H.H. 688, page 177;

THENCE with part of said line, reversely, and also with part of the North $11^{\circ} 17' 30''$ East 111.41 foot line of the said conveyance recorded in Liber L.N.P. 1771, page 224, North $11^{\circ} 17' 30''$ East 107.22 feet;

THENCE running through the above mentioned conveyance recorded in Liber L.N.P. 1771, page 224, South $68^{\circ} 57' 30''$ East 157.48 feet to intersect the west side of Turner Road;

THENCE with the same, South $19^{\circ} 26' 30''$ West 90.65 feet to the place of beginning.

CONTAINING 14,750 square feet, more or less, and as described by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in March 1978.

BEING part of the above mentioned conveyance from Minnie E. Blackwell, widow, to Joseph Smith and Marion A. Smith, his wife, by deed dated April 4, 1964, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber L.N.P. 1771, page 224, the said Marion A. Smith having previously departed this life.

The above described having the use in common with others of two 10-foot utility easements, the first being for the construction of a sanitary sewer line and described as follows:

BEGINNING for the same at a point located at the end of the North $11^{\circ} 17' 30''$ East 107.22 foot line of the above described 14,750 square foot, more or less, parcel; thence running from the place of beginning so fixed and with part of said line, reversely, South $11^{\circ} 17' 30''$ West 21.85 feet:

THENCE running through the conveyance from Minnie Blackwell and Willie Blackwell, her husband, to Joseph C. Smith and Marion A. Smith, his wife, by deed dated May 22, 1952, and recorded among the said Land Records in Liber J.H.H. 688, page 117, North $78^{\circ} 42' 30''$ West 10.0 feet and North $11^{\circ} 17' 30''$ East 85.0 feet to intersect the south side of Blackwell Road;

THENCE with the same, South $71^{\circ} 26' 30''$ East 10.08 feet;

THENCE leaving said Blackwell Road, South $11^{\circ} 17' 30''$ West 61.87 feet to the place of beginning.

BEING a 10-foot utility easement for the purposes of constructing a sanitary sewer line through the Joseph Smith property recorded in Liber J.H.H. 688, page 117. The second 10-foot utility easement being for the purposes of constructing a water line and described as follows:

BEGINNING for the same at a point located at the end of the North $11^{\circ} 17' 30''$ East 107.22 foot line of the above described 14,750 square foot, more or less, parcel, and running from the place of beginning so fixed and running through the above mentioned conveyance recorded among the said Land Records in Liber J.H.H. 688, page 117, North $11^{\circ} 17' 30''$ East 61.87 feet to intersect the south side of Blackwell Road;

THENCE with the same, South $68^{\circ} 57' 30''$ East 10.15 feet;

THENCE leaving said Blackwell Road and still running through the above mentioned conveyance recorded in Liber J.H.H. 688, page 117, South $11^{\circ} 17' 30''$ West 61.87 feet to intersect the South $68^{\circ} 57' 30''$ East 157.48 foot line of the above mentioned 14,750 square foot, more or less, parcel;

THENCE with part of said line, reversely, North $68^{\circ} 57' 30''$ West 10.15 feet to the place of beginning.

BEING a 10-foot utility easement for the purpose of constructing a water line and running through the above mentioned conveyance recorded among the said Land Records in Liber J.H.H. 688, page 117, and also running through a portion of the conveyance recorded in Liber L.N.P. 1771, page 224.

ALL as shown on a plat recorded among the Land Records of Anne Arundel County in Liber 3187, folio 641.

ALL OF THE ABOVE BEING the same lots of ground which by Deed dated April 2, 1979 and recorded among the Land Records of Anne Arundel County in Liber No. 3187, folio 637 was granted and conveyed by Joseph C. Smith to George C. Backert and Sara J. Backert.

AND BEING also the same lots or parcels of land which by Deed dated January 13, 1984 and recorded among the Land Records of Anne Arundel County, Maryland on February 17, 1984 in Book 3697 at Page 797 was granted and conveyed to R. Barry Wilen, Robert S. Yulsman and Harvey L. Stein as Partners trading as Bay County Investments, a Maryland General Partnership, by U.S. Small Business Administration.

PROPERTY DESCRIPTION NO. 2

BEGINNING for the same at an iron pipe now set on the East side of County Road leading towards the Arundel-on-the-Bay Road, the said iron pipe and place of beginning is also in the first line on Lot No. 1, "FARM LAND", allotted to Minnie Dickerson, which is shown on the plat of the Partition of the Fred L. Carr Tract, as surveyed by J. Revell Carr, County Surveyor, Annapolis, Maryland, August, 1929, which said iron pipe and place of beginning is distant South 00 degrees 28 minutes 30 seconds East 338.37 feet, as measured from the South side of a road laid out 30.0 feet wide, extending in a Southeasterly direction, and forming the Northern boundary line of the aforesaid Lot No. 1, thence running from the beginning point so fixed, with and reverse of said mentioned first line, and along the East side of the said mentioned County Road, South 00 degrees 28 minutes, 30 seconds East 51.9 feet, thence leaving the said first line and the said County Road, and running through a part of the aforesaid Lot No. 1, South 74 degrees 55 minutes 30 seconds East 316.02 feet to a stake now set on the West side of an old road, thence along the West side of the said old road North 25 degrees 04 minutes 30 seconds East 50.77 feet to an iron pipe now set, thence leaving the said old road and running parallel with the second line of this description North 74 degrees 55 minutes 30 seconds East 338.75 feet to the place of beginning.

BEING the same property conveyed to herein grantor by deed dated November 18, 1937 and recorded among the Land Records of Anne Arundel County, in Liber FAM 173, folio 280.

BEGINNING for the same at a stake now set on the east side of the County Road leading towards the Arundel-on-the-Bay Road, said stake and place of beginning is on the first line of Lot No. 1, "Farm Land", allotted to Minnie Dickerson which is shown on the plat of Partition of the Fred L. Carr tract as surveyed by J. Revell Carr, County Surveyor, Annapolis, Maryland, August, 1929, which said stake and place of beginning is distant South 00 degrees 28 minutes 30 seconds East 390.27 feet as measured from the South side of the road laid out 30.0 feet wide, extending in a southeasterly direction and forming the northern boundary line of the aforesaid Lot No. 1, the said stake and place of beginning is also the southwest corner of a 50.0 foot lot of ground heretofore conveyed by Minnie and Willie Blackwell to Vincent Anthony by deed dated November 18, 1937 and recorded among the Land Records in Liber F.A.M. No. 173, folio 280, thence running from the beginning point so fixed with and reverse of the aforesaid mentioned first line of Lot No. 1, and along the East side of the said mentioned county road, South 00 degrees, 28 minutes

30 seconds East 51.9 feet to an iron pipe now set, thence leaving the first said line and the said County Road, and running through part of the aforesaid Lot No. 1, south 74 degrees 55 minutes 30 seconds East 300.0 feet to another iron pipe thence North 00 degrees 28 minutes 30 seconds West 51.9 feet to another iron pipe, thence running with the southern boundary line of the aforementioned 50.0 foot line conveyed as aforesaid to Vincent Anthony and parallel with the second line of this description, North 74 degrees 55 minutes 30 seconds West 300.0 feet to the place of beginning. The north and south boundary lines of the above described lot are parallel with each other and 50.0 feet at right angles therefrom. The above described lot is part of the aforesaid Lot No. 1, allotted to Minnie Dickerson (now Minnie Blackwell) and is shown on the aforesaid plat made by J. Revell Carr, August, 1929, and filed in Equity No. 5605.

BEGINNING for the same at a point on the east side of the County Road leading towards the Arundel-on-the-Bay Road, the said point and place of beginning is in the first line of Lot No. 1 "Farm Land" allotted to Minnie Dickerson which is shown on the plat of Partition of the Fred L. Carr tract, as surveyed by J. Revell Carr, County Surveyor, Annapolis, Maryland, August, 1929, which said point and place of beginning is distant South 00 degrees 28 minutes 30 seconds East 442.09 feet as measured from the south side of a road laid out 30.0 feet wide extending in a southeasterly direction and forming the northern boundary line of the said mentioned Lot No. 1, the said point and place of beginning is also the southwest corner of a 50.0 foot lot heretofore conveyed by Minnie and Willie Blackwell to Peter A. Anthony and Mary M. Anthony, his wife, by deed dated May 27, 1940 and recorded in Liber J.H.H. No. 217, folio 348, thence running from the said beginning point so fixed with and reverse of the said mentioned first line of Lot No. 1 and along the east side of the above mentioned County Road South 00 degrees 28 minutes 30 seconds East 51.9 feet, thence leaving the said first line and the said County Road and running through part of the said Lot No. 1 South 74 degrees 55 minutes 30 seconds East 282.67 feet more or less to a 30.0 foot road, thence with the same and along its westerly side North 19 degrees 26 minutes 30 seconds East 50.14 feet to the southerly line of the above mentioned Peter Anthony lot, thence leaving said last mentioned Road and running with said southerly line of the Peter Anthony lot north 74 degrees 55 minutes 30 seconds West 300.0 feet more or less to the place of beginning the North and South boundary lines of the above described lot are parallel with each other and 50 feet at right angles therefrom. The above described lot is a part of the aforesaid Lot No. 1, to Minnie Dickerson (now Minnie Blackwell) and is shown on the aforesaid plat made by J. Revell Carr, August 1929 and filed in Equity No. 5605.

BEING the same property conveyed to BAY COUNTRY INVESTMENTS by deed dated March 16, 1984, and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3712, folio 575.

Subject to all easements, covenants, and restrictions of record.

PROPERTY DESCRIPTION NO. 3

BEGINNING for the same at an iron pipe so set on the east side of the County Road leading towards Arundel on the Bay Road, the said iron pipe and place of beginning is the southwest corner of a lot adjoining hereto on the north and surveyed as of this date, the said iron pipe and place of beginning

is distant South 0 degrees 28 minutes 30 seconds east 536.04 feet from the South side of a road laid out 30.0 feet wide extending in a southeasterly direction and forming the northern boundary line of Lot No. 1 "Farm Land" which was allotted to Minnie Dickerson and is shown on the plat of the partition of the Fred L. Carr tract, as surveyed by J. Revell Carr, County Surveyor, Annapolis, Maryland, August, 1929, the said iron pipe and place of beginning is in the first line of the said mentioned Lot No. 1, thence running from the said beginning point so fixed and along the said side of the said County Road, South 0 degrees 28 minutes 30 seconds east 53.25 feet to another iron pipe on the north side of a 30.0 foot road now laid out and about parallel with the southern boundary line of said Lot No. 1, thence leaving said County Road and with the said north side of said last mentioned 30.0 foot road south 70 degrees 42 minutes 30 seconds East 252.6 feet to another iron pipe on the west side of said last mentioned 30.0 foot road where the same makes a right angle turn thence with the west side of said road 19 degrees 26 minutes 30 seconds east 50.0 feet to another iron pipe thence leaving said road and running with the southern boundary line of the lot first mentioned in this description adjoining hereto on the north, north 70 degrees 42 minutes 30 seconds west 270.85 feet to the place of beginning, according to a survey and plat by J. Revell Carr, June 25, 1947.

Being the same property conveyed to the BAY COUNTRY INVESTMENTS by Southern Municipal Corporation, by deed dated December 17, 1984, and said deed being recorded among the Land Records of Anne Arundel County at Liber 3833, Folio 134.

PROPERTY DESCRIPTION NO. 4

BEGINNING for the same at an iron pipe on the east side of the County Road leading towards the Arundel on the Bay Road, the said point and place of beginning is the southwest corner of a lot of ground heretofore conveyed by Minnie Dickerson Blackwell and William Blackwell, her husband to Peter A. Anthony and Mary M. Anthony, by deed dated April 26, 1944 and recorded among the Land Records of Anne Arundel County in Liber J.H.R. No. 303, folio 378 the said iron pipe and place of beginning is in the first line of Lots No. 1 "Farm Land" allotted to Minnie Dickerson which is shown on the plat of the partition of the Fred L. Carr tract, as surveyed by J. Revell Carr, County Surveyor, Annapolis, Maryland, August 1929, which said point and place of beginning is distant south no degrees 28 minutes 30 seconds east 493.99 feet as measured from the south side of a road laid out 30.0 feet wide extending in a southeasterly direction and forming the northern boundary line of said mentioned Lot No. 1, thence running from the said beginning point so fixed leaving said County Road and running with the boundary line of the said above mentioned conveyance to Peter A. Anthony and wife south 74 degrees 55 minutes 30 seconds east 285.95 feet to another iron pipe on the west side of a 30.0 foot road now laid out, thence leaving the said Anthony lot and along the said side of 30.0 foot road south 19 degrees 26 minutes 30 seconds west 60.73 feet to another iron pipe thence leaving said 30.0 foot road and running with the northern boundary line of a 50.0 foot lot surveyed as of this date adjoining hereto on the south, north 70 degree 42 minutes 30 seconds west 280.85 feet to another pipe on the east side of the County Road first mentioned in this description, thence with said side of said road north no degrees 28 minutes 30 seconds west 42.05 feet to the place of beginning according to a survey and plat by J. Revell Carr, June 25, 1947.

BOOK 504 PAGE 282

BEING the same property conveyed to the BAY COUNTRY INVESTMENTS by Lyle Roger Smith and Lillie Mae Smith by deed dated December 17, 1984, and said deed being recorded among the Land Records of Anne Arundel County at Liber 3833, Folio 137.

Mailed to Secured Party

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

BOOK 504 PAGE 283

FINANCING STATEMENT

264316

1. Debtor:
JOHN W. PILCICKI
LYN M. PILCICKI
DAVID D. EBERT
Marketa MARKETTA K. EBERT
MKE and
Ind E&P ENTERPRISES
OP
RD

Address:
1833 Forest Drive
Unit C-2-B
Forest Office Park
Annapolis, Maryland 21401

2. Secured Party:
SECOND NATIONAL BUILDING
& LOAN, INC.

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

RECORD FEE 21.00
POSTAGE 50
TOTAL 21.50
OCT 23 '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

~~21.50~~
21.50

RECORDED AND INDEXED
MAY 19 1986

1986 OCT 23 PM 12:37

E. AUBREY COLLISON
CLERK



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 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:

John W. Pilcicki (SEAL)
JOHN W. PILCICKI, INDIVIDUALLY AND AS GENERAL PARTNER OF E&P ENTERPRISES

Lyn M. Pilcicki (SEAL)
LYN M. PILCICKI, INDIVIDUALLY AND AS GENERAL PARTNER OF E&P ENTERPRISES

David D. Ebert (SEAL)
DAVID D. EBERT, INDIVIDUALLY AND AS GENERAL PARTNER OF E&P ENTERPRISES

Marketa K. Ebert (SEAL)
MARKETTA K. EBERT, INDIVIDUALLY AND AS GENERAL PARTNER OF E&P ENTERPRISES

JP Marketa
JME
AWE
Dated: 28 February, 1986

MR. CLERK: Return to:

DAVID S. BRUCE, Esq.
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.
80 West Street, P. O. Box 868
Annapolis, Maryland 21404

EXHIBIT A

BEING shown and designated as Condominium Unit No. C-2-B on a Plat entitled "Forest Office Park Condominium, Phase 1, Building C" which is recorded among the Condominium Plat Records of Anne Arundel County, Maryland, in condominium Plat Book 27, Pages 30 through 33, according to the Condominium Declaration dated February 12, 1985, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber EAC 3871, folio 101, as amended by First Amendment to Forest Office Park Condominium Declaration dated April 24, 1985, and recorded among the aforesaid Land Records in Liber EAC 3880, folio 274, as amended by Second Amendment to Forest Office Park Condominium Declaration dated June 17, 1985, and recorded among the aforesaid Land Records in Liber EAC 3936, folio 336, and as amended by Third Amendment to Forest Office Park Condominium Declaration dated December 23, 1985 and recorded among the aforesaid Land Records in Liber EAC 3998, folio 73; together with an undivided interest in the common elements of the Condominium as declared in the Condominium Declaration to be appurtenant to such unit.

BEING the same property granted and conveyed from FOREST OFFICE PARK LIMITED PARTNERSHIP, a Maryland Limited Partnership to JOHN W. PILCICKI AND LYN M. PILCICKI, his wife, and DAVID D. EBERT and MARKETTA K. EBERT, his wife by Deed dated March 1, 1986, to be recorded among the Land Records of Anne Arundel County, Maryland.

Mailed to Secured Party

FINANCING STATEMENT

BOOK 504 PAGE 288

264317

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

Name Of Debtors

Address

Klemens F. Schuster
Josephine Schuster

5764 Pindell Road
Lothian, Maryland 20711

Name Of Secured Party

Address

H. Walter Schweigert

13325 Brandywine Road
Brandywine, Maryland 20613

- This financing statement covers the following items of property:
One 450 John Deere Crawler Loader Diesel Tractor Model # 1DJ450
Serial Number 51777T, With one Backhoe with Bucket Model #DJ9300
Serial Number 12300T, and also One 450B John Deere Dozer Serial
Number 157269.

- Proceeds of collateral are also covered.

- The underlying secured transaction being published by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, section 277,278 annotated Code of Maryland as amended. If subject, the principal amount of the debt is \$12,500.00.

RECORD FEE 12.00
POSTAGE .50
#23030 CURE 102 112140
OCT 23 86

Debtors:

Secured Party:

Klemens F. Schuster
Klemens F. Schuster

H. Walter Schweigert
H. Walter Schweigert

Josephine Schuster
Josephine Schuster

Mailed to Secured Party



Subscribed and sworn
before me this 23rd day
of October 1986.

Karen Schuster

For Filing Officer Use

File No. 1986 OCT 23 PM 12:45

Date and Hour 1986 OCT 23 PM 12:45
CLERK

My commission expires
July 1, 1990

12/21/86

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

BOOK 504 PAGE 287

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. 259583 recorded in
Liber 492, Folio 413 on 12-11-85 at Anne Arundel
Date Location

1. DEBTOR(S):
Name(s) Ventura Construction Co., Inc.
Address(es) 1761 Severn Chapel Road Crownsvill, MD 21032

2. SECURED PARTY:
Name Maryland National Bank
Address 1713 West Street Annapolis, MD 21401

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

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

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

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

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

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

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

8. 85 GMC Dump Truck
#1GDT9E4Z1FV 616578

1986 OCT 23 PM 2:12
E. ADRIAN COLLISON
CLERK

CF
CLERK

10.00
1.50
OCT 23 86

9. SIGNATURES.

SECURED PARTY
Maryland National Bank
By Barbara A. Newell
Barbara A. Newell-Commercial Banking
(Type, Name and Title) Representative

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

Mailed to Secured Party

10-50

264416



MARYLAND NATIONAL BANK

We want you to grow.SM

BOOK 504 PAGE 288

FINANCING STATEMENT

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

5. Debtor(s) Name(s) _____ Address(es) _____

Statewide Construction Co., Inc.
 1313 Winners Circle
 P.O. Box 1025
 Gambrills, MD 21054

6. Secured Party
 Maryland National Bank
 Attention: Claude Patrick

Address
 P.O. Box 871
 Annapolis, MD 21404

RECORDED 11.00
 INDEXED .50
 OCT 23 1996
 OCT 23 1996

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.

Statewide Construction Co., Inc. Secured Party
 (Seal)
James H. Winfrey, pres/
 (Seal)

Maryland National Bank
C. Ann Abruzzo (Seal)

Vernon May, Sec. Treas (Seal)
 (Seal)

Type name and title
 C. Ann Abruzzo, AXP

RECORDED
 INDEXED
 CR
 04996 OCT 23 PM 2:11
 COLLISON

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

511
 Mailed to Secured Party

264313

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 \$ 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 The Circuit Court of Anne Arundel County

5. Debtor(s) Name(s) Advantage Book Binding, Inc. Address(es) 85 Dover Road
Glen Burnie, MD 21061

6. Secured Party Maryland National Bank Address P.O. Box 871
Annapolis, MD 21404
Attention: Michael A. McIntyre
(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.

ADVANTAGE BOOK BINDING, INC.
Jerome G. Nocar, President (Seal)
Earl S. Oxley, Vice President (Seal)

Secured Party
 Maryland National Bank
Michael A. McIntyre (Seal)
Michael A. McIntyre, Assistant Vice President
 Type name and title

1966 OCT 23 PM 2:11
 E. AUBREY COLLISON

MARYLAND NATIONAL BANK



Handwritten initials and scribbles

COMPUTER SYSTEM

EQUIPMENT

Perfect binder, Muller (Model #RB-5, Serial #80087)

HARDWARE

B-26 CPU (2)
B-26 Vidio (2)
B-26 Keyboard (2)
B-26-256 RAM (3)
B-26 10MG/630KB Disk
B-26 20MG/630KB Disk
Power Units (4)
Tape Cabels (4)
Jumper Cabels (2)
Power Cabels (2)
Printer Cabel
ML-193 Printer

SOFTWARE

5.0 BTOS Operating System
Multiplan
Write-On
R & D Programs-
A/R-A/P-G/L-J/C-Mail List-Report Writer

Mailed to Secured Party

ADVANTAGE BOOK BINDING, INC.

Jerome G. Nocar, President

Earl S. Oxley, Vice President

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 258399

RECORDED IN LIBER 489 FOLIO 408 ON Sept. 10, 1985 (DATE)

- 1. Debtor's name and address:
Corman Construction, Inc.
8111 Annapolis Junction Road
Jessup, MD 20794-0160
- 2. Secured party's name and address:
First Virginia Commercial Corporation
6400 Arlington Boulevard
Falls Church, VA 22046
- 3. Person and address to whom statement is to be returned if different from above:

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:

- One (1) 1979 John Deere Model 855 Loader, complete, SN 353724
- One (1) John Deere Model 850 Tractor, SN 322341, with Carco 60 winch, SN 6-2103
- One (1) Caterpillar Model 225 Excavator, SN 51U2317
- One (1) Caterpillar Model 955L Track Loader, SN 85J11713
- One (1) Caterpillar Model 951C Track Loader, SN 86J4663
- One (1) Caterpillar Model 941B Track Loader, SN 80H6359
- One (1) Caterpillar Model D5B Dozer, SN 25X6865S
- One (1) Caterpillar Model 215 Excavator, SN 96L1061
- One (1) Caterpillar Model 930 Wheel Loader, SN 41K7604

First Virginia Commercial Corporation (Bank)

Dated October 22, 1986

By Harold V. Dellinger, II, Vice Pres.

All Information Must Be Typewritten or Printed in Ink

47227 10/85



Mailed to Secured Party

1986 OCT 23 PM 2:20

E. AUBREY COLLISON CLERK

UNIFORM COMMERCIAL CODE BOOK 504 PAGE 292
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 495, folio 89
Identification No. _____

Page No. _____
Dated _____

- 1. Debtor(s) HARBOR HOMES, INC.
Name or Names - Print or Type
7454 Baltimore-Annapolis Blvd., N.W. Box 340, Glen Burnie, MD 21061
Address-Street No., City-County State Zip Code
AND TRUST COMPANY
- 2. Secured Party MERCANTILE MORTGAGE CORPORATION & MERCANTILE-SAFE DEPOSIT/
Name or Names - Print or Type
P.O. Box 17027, 200 E. Redwood St., Baltimore, Maryland 21203
Address-Street No. City-County State Zip Code
- 3. Maturity Date (if any) _____
- 4. Check Applicable Statement:

<p>A. Continuation.....<input type="checkbox"/></p> <p>N/A 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: N/A</p>
<p>C. Assignment.....<input type="checkbox"/></p> <p>N/A The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property.</p>	<p>D. Other:.....<input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.) Partial Termination of Financing Statement as recorded among the Land Records of Baltimore City in Liber 495 folio 89</p>

SEE EXHIBIT A ATTACHED HERETO FOR LEGAL DESCRIPTION

RECORD FEE 10.00
DISTANCE 50
BALDWIN 2237 RD 115:07
OCT 23 1966

MERCANTILE MORTGAGE CORPORATION and
MERCANTILE-SAFE DEPOSIT AND TRUST
COMPANY

Dated: _____

Name of Secured Party

BY: _____
Signature of Secured Party

Type or Print (Include Title if Company)

10.00
50

Mailed to Secured Party

1966 OCT 23 PM 3:49
AUBREY COLLISON
CLERK

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

W. F. UTZ CONSTRUCTION CO., INC. 1511 Ritchie Highway, Suite 105,
Arnold, Maryland 21012

<u>Name of Secured Party or assignee</u>	<u>No.</u> <u>Street</u> <u>City</u> <u>State</u>
HOME FEDERAL SAVINGS BANK	P. O. Box 1179, Hagerstonw, Maryland 21741
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 prop-
erty described below is released.
- ASSIGNMENT
The secured party assigns to the assignee named below the rights of the secured party
under the original Financing Statement identified above.
- OTHER - Partial Termination of Indemnity Financing Statement recorded among the
Land Records of Anne Arundel County in Liber 497, folio 50, as to the
following described property:

RETURN TO:

BEING KNOWN AND DESIGNATED as Lot 4 as shown on the Plat entitled Plat Two
WHITES COVE, which Plat is recorded among the Land Records of Anne Arundel County
in Plat Book 94, folio 35. BEING in the 3rd District of Anne Arundel County.



RECORD FEE 10.00
POSTAGE .50
OCT 23 1986

Debtor(s) or assignor(s)
W. F. UTZ CONSTRUCTION CO., INC.

Mailed to Secured Party

BY: _____

(Type or print name under signature)

Home Federal Savings Bank _____ (Seal)
(Corporate, Trade or Firm Name)
Thomas B Frame
Signature of Secured Party or Assignee
Thomas B. Frame, Vice President
(Owner, Partner or Officer and Title)
(Signatures must be in ink)

1986 OCT 23 PM 3:49

E. AUBREY COLLISON
CLERK

THE MONUMENTAL TITLE CO.
The Monumental Title Bldg.
SEVERNA PARK, MD. 21146

1090-6

BOOK 504 PAGE 294

264319

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

Subject To Recording Tax On Principal
Amount Of \$148,000.00 Which Was
Paid To The Clerk Of The Circuit
Court Of Anne Arundel County Upon
The Filing Of A Deed Of Trust.

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

RECORD FEE 17.00
POSTAGE .50
OCT 23 1986

1. **DEBTOR:**

THE DEMPSEY COMPANY, INC.
2017 Huntwood Drive
Gambrills, Maryland 21054

2. **SECURED PARTY:**

BALTIMORE FEDERAL FINANCIAL, F.S.A.
300 East Lombard Street
Baltimore, Maryland 21202

Attention: Commercial Lending Division

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

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

b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real

1750



1986 OCT 23 PM 2:18
E. AUBREY COLLISON
CLERK

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

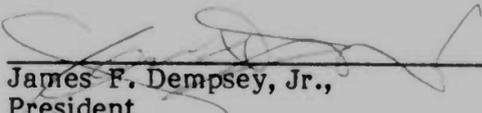
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
 - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
 - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
 - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
 - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
 - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
 - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland

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

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

DEBTOR:

THE DEMPSEY COMPANY, INC.,
A Maryland Corporation

By:  (SEAL)
James F. Dempsey, Jr.,
President

Date: September 23, 1986

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

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

5162
D-00.81

BOOK 504 PAGE 297

EXHIBIT A

BEING known and designated as Lot Numbered Nine (9) in the subdivision known as Plat One (1) "BLADEN", which is recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3919, folio 318.

Mailed to Secured Party

264320

<input type="checkbox"/> TO BE	} RECORDED IN LAND RECORDS	<input checked="" type="checkbox"/> SUBJECT TO	} RECORDING TAX ON PRINCIPAL AMOUNT OF \$ <u>173,000.00</u>
<input checked="" type="checkbox"/> NOT TO BE		<input type="checkbox"/> NOT SUBJECT TO	

FINANCING STATEMENT

S. Lachman & Sons, Inc.

1. Debtor(s):

Name or Names—Print or Type	1700 Midway Road	Odenton	MD	21113
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:

Mar-Matic Sales Company, Inc.

Name or Names—Print or Type	c/o Bazaar & Novelty	King City, Ontario, Canada	LOG 1K0
R. R. NO. 1	Address—Street No.,	City - County	State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All inventory now in existence or hereafter purchased, and all replacements thereof located in Debtor's place of business where now or hereafter conducted and the proceeds derived from the sale or exchange thereof.
All of Debtor's Accounts Receivable now in existence or hereafter arising and the collection and other proceeds thereof.

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.

RECORDING FEE 11.00
RECORDING TAX 1211.00
POSTAGE .50
OCT 24 1986 10:33 AM
OCT 24 86

DEBTOR(S): S. Lachman & Sons, Inc.

SECURED PARTY:

Mailed to Secured Party

By Sol Cooper
(Signature of Debtor)

Sol Cooper, President

Type or Print

(Signature of Debtor)

Type or Print

Mar-Matic Sales Company, Inc.

(Company, if applicable)

X By Len Stuart
(Signature of Secured Party)

Len Stuart, President

Type or Print (Include title if Company)

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

Name and Address Michael A. Schalk, Esquire - Frumkin, Shralow & Cerullo
P. O. Box 500, Pottsville, PA 17901

Lucas Bros. Form F-1

11- 1211.00 50

1986 OCT 24 AM 9:49

E. AUBREY COLLISON
CLERK

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

264321

DATE: September 24, 1986

(XX) Not Subject to Recordation Tax

() Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s):

Ilene Cohen

ADDRESS:

1204 Poplar Avenue
Annapolis, Maryland 21401

RECORDING FEE 11.00
SEARCH FEE .50
TOTAL 11.50
OCT 24 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:

Compaq Desk Pro Model 2, Printer- Quiet Writer, DOS, Word Perfect, and Alpha III

1190
DEBTOR(S):

Ilene Cohen
Ilene Cohen

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.)

RECEIVED FOR RECORD
1986 OCT 24 AM 9:49
E. AUBREY COLLISON
CLERK

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION
ANNAPOLIS, MARYLAND 21404

264322

FINANCING STATEMENT

Line of Credit

DATE: September 24, 1986

Not Subject to Recordation Tax

Subject to Recordation Tax of \$ _____

NAME OF DEBTOR(s): Seventy-Two, Inc.
T/A MAACO Auto Painting and Body Works of Annapolis

ADDRESS: 1980 Moreland Parkway
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.

1986 OCT 24 AM 9:49
CR
CLERK

RECORDED 12.00
INDEXED .50
ANNAPOLIS CITY MD 21404
OCT 24 1986

(22)

DEBTOR(S): Seventy-two, Inc. T/A MAACO Auto Painting
and Body Works of Annapolis

By: *Jack Witty*
Jack Witty, 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

Anne Arundel County
Clerk of the Circuit Court
P.O. Box 71
Annapolis, MD. 21404

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

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244522,
RECORDED IN LIBER 454 FOLIO 496 ON 10/04/82 (DATE).

2. Name and address of Debtor(s) Branham Contractors, Inc. 8133 Hogneck Road Pasadena, Anne Arundel Co. Maryland 21122	3. Name and address of Secured Party C.I.T. Corporation 1301 York Road Lutherville, MD. 21093
--	--

4. After recording, this statement is to be returned to C.I.T. Corporation at

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:

Mailed to Secured Party 

Dated

9-18-86



(Signature of Secured Party)

C.I.T. Corporation

(Type or Print Name of Secured Party on Above Line)

RECORD FEE 10.00
STAMP 1.50
TOTAL 11.50
OCT 24 1986

1986 OCT 24 AM 9:50
E. AUSREY COLLISON
CLEAR

1050

264323

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 September 3, 1986, Schedule # 01, dated 9-4-86 between Assignor as Lessor and LEASE ACCOUNT # BB3038 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 September 19, 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 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 of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County



1986 OCT 24 AM 9:50

E. AUBREY COLLISON
CLERK

BB/RAFET

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION OF EQUIPMENT</u>
22	Takara Belmont #767 Franco Styling Chairs
10	Takara Belmont Matching Dryer Chair Tops
10	Helene Curtis Cool Temp Dryers
6	Takara Belmont SH460 Back Wash Shampoo Chairs
2	Childs Seats
4	Belvedere Wall Mount Climazon
3	Ergospec Chairs
2	Takara Belmont Rabbit Captain Chairs
22	3" dia blo gun rings
22	1 1/2 dia curling iron rings
22	1" dia curling iron rings
5	5 Venice Dina Meri Carts
2	White Manicure Tables

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. [Signature]

TITLE: VP

IRVINGTON FEDERAL SAVINGS AND LOAN
ASSOCIATION

BY: [Signature]

TITLE: VP

Mailed to Secured Party

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE
FORM NO. 601-7 U.C.C. 1/79

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.
This Statement refers to original Financing Statement, Identifying File No. I.O. 231704 recorded in
Liber 423 Folio 332 on 3-17-80 (Date).

1. DEBTOR(S):

Name(s) Ladd Enterprises Inc., Jordan, David D. (Anne Arundel Co.)
Address(es) Yacht Club Condominium, 415 Bernside St., Annapolis, md

2. SECURED PARTY:

Name First Penna. Bank N.A.
Address 3020 Market St., 2nd Floor, Phila., Pa 19104

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

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

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

9. SIGNATURES.

Thomas Maugeri
Thomas Maugeri, Assist. Secy.

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.

SECURED PARTY

John K. Price
John K. Price, AVP
(Type, Name and Title)

Mailed to Secured Party

10/50

10.00
.50
501 109.08
OCT 24 1986

1986 OCT 24 PM 9:50
E. AUSTIN COLLISON
CLERK



86-569

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

BOOK 504 PAGE 305

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$

aa

FINANCING STATEMENT

264324

1. Debtor (s):

Enpro, Inc.
Name or Names—Print or Type
20-A Crane Highway North, Glen Burnie, 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. Secured Party:

HARBOR LEASING ASSOC.
Name or Names—Print or Type
701 Cathedral Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

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

Seven 5015 and 7040 copiers

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:

X Steven Shramko
(Signature of Debtor)

Steven Shramko Pres
Type or Print

Harbor Leasing Associates
(Company if applicable)

X Darlene A. Harsine
(Signature of Debtor)

(Signature of Secured Party)

DARLENE HARSINE V. Pres
Type or Print

Mark M. Caplan, partner
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 HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

RECORDING FEE 12.00
TAX 3.50
TOTAL 15.50
OCT 24 85

Mailed to Secured Party

CR
CLERK

1985 OCT 24 AM 9:50
E. AUBREY COLLISON
CLERK

1752

86-570

TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

BOOK **504** PAGE **306**

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF
\$ 6.1325 *aa.*

FINANCING STATEMENT

1. Debtor (s):

Mid- Atlantic Recycle Center
Name or Names—Print or Type
1994 Moreland Parkway, Bay 15, Annapolis, MD 21401
Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.
Name or Names—Print or Type
701 Cathedral Street, Baltimore, Maryland 21201
Address—Street No., City - County State Zip Code

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

Used Hydro Forklift

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.

11/5

DEBTOR(S)
Richard Gins
(Signature of Debtor)
Richard Gins *Area*
Type or Print
(Signature of Debtor)
Type or Print

SECURED PARTY
CR CLERK
Harbor Leasing Associates
(Company, if applicable)
(Signature of Secured Party)
Mark M. Caplan, partner
Type or Print (Include title if Company)

1986 OCT 24 AM 9:50
E. COLLISON
CLERK

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

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

Mailed to Secured Party

STATE OF MARYLAND

BOOK 504 PAGE 307

FINANCING STATEMENT FORM UCC-1

Identifying File No.

264326

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

If transaction or transactions wholly or partially subject to 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 Charles J. West, & Laura West, Jacal's Future Inc. t/a One Hour Martinizing
Address 2649 East Old Annapolis Rd., Hanover, MD 21706

2. SECURED PARTY

Name Allied Lending Corporation
Address 1625 Eye St, NW, Suite 603, Washington, D.C. 20006

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

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list) Machinery, equipment, furniture, fixtures, inventory (raw materials, goods in process, finished goods and supplies), accounts receivable, contract rights, and all tangible and intangible assets located at debtor's address above or elsewhere and the proceeds and products thereof, now owned or hereafter acquired with loan proceeds.

14.00
.50
13:57:37
OCT 24 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) 2649 East Old Annapolis Rd, Hanover, MD 21706

Landlord: Ridgeview Plaza Limited Partnership

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Charles West Mailed to Secured Party
Laura A. West
(Signature of Debtor)

Jacal's Future Inc t/a One Hour Martinizing
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

David P. Parker
(Signature of Secured Party)

Allied Lending Corporation
Type or Print Above Signature on Above Line

14-50

1986 OCT 24 AM 9:50
AUBREY COLLISON
CLERK

MARYLAND NATIONAL BANK

264327

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 \$ 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) Q.S.C., INC. Address(es) 443 Emerald Woods Drive
Oxford, Ohio 45056

RECORDATION FEE 12.00
 TAX 50
 OCT 24 1986

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

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

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated October 24, 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)
Q.S.C., INC.,
 BY: Elizabeth M. Adler, Pres. (SEAL)
Elizabeth M. Adler, President
 _____ (SEAL)

Secured Party
 MARYLAND NATIONAL BANK
 By: [Signature] (SEAL)
Charles S. Fitzgerald
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

6750

1986 OCT 24 PM 2:15

E. AUBREY COLLISON
CLERK



PROPERTY DESCRIPTION

Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel (Election District); State of Maryland , and more particularly described as follows:

BOOK 504 PAGE 309

Lot 2, as shown on the plat entitled "Resubdivision of Lots 1, 2 & 3, Lake Shore Plaza (revised), being Plat No. 4646, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book No. 89, Page 21.

BEING the same property which by Lease dated March 1, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3832, folio 281 and Amendment to Lease dated January 1, 1985 and recorded among the Land Records of Anne Arundel County in Liber 3872, folio 235 and Subordination Agreement dated May 9, 1985 and recorded among the Land Records of Anne Arundel County in Liber 3915, folio 485 was leased to Q.S.C., Inc.

Mailed to Secured Party

FINANCING STATEMENT

264328

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$120,000.00 or so much thereof as may be advanced, on which Security Agreement all required transfer and recordation taxes, if any, have been paid.

NAMES OF DEBTORS:

D & W Properties, Inc.

ADDRESS:

1401 South Pennington Lane
Arnold, Maryland 21012

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino
Charles A. Dukes, Jr.
Jerry D. Whitlock

ADDRESS:

11700 Beltsville Drive
Beltsville, Maryland 20705

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

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

RECORDED
ANNE ARUNDEL COUNTY
1986 OCT 27 PM 12:13
E. ALBERT COLLISON
CLERK

RECORD FEE 11.00
POSTAGE 50
TOTAL 11.50
OCT 27 86

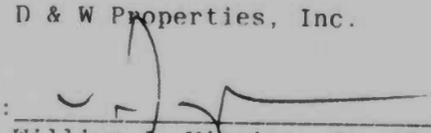
LAW OFFICES
JOHN J DWYER
3470 ANNAPOLIS ROAD
SUITE 117
LANHAM, MARYLAND 20706
(301) 459-4000
(301) 459-5600

Handwritten initials/signature

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as Lot 17 BRIARWOOD and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: October 9, 1986

D & W Properties, Inc.

By:  (SEAL)
William J. Wiggins, Jr., President

AFTER RECORDATION, RETURN TO:

John Hanson Savings Bank, F.S.B.
11700 Beltsville Drive
Beltsville, Maryland 20705

LAW OFFICES
JOHN J. DWYER
9470 ANNAPOLIS ROAD
SUITE 117
LATHAM, MARYLAND 20706
(301) 459-4000
(301) 459-5600

Mailed to Secured Party

FINANCING STATEMENT

BOOK 501 FILE 312

1. Debtor Address: 264417
 Oakridge Manor Apartment Company c/o A & G Management Co., Inc.
 7779 New York Lane
 Glen Burnie, MD 21061

2. Secured Party Address:
 The Skylake State Bank 1150 N.E. Miami Gardens Drive
 North Miami Beach, FL 33179

3. This Financing Statement covers the personal property described in Exhibit A attached hereto and made a part hereof.

4. The above described personal property may be located in or attached to the real property described in Exhibit B attached hereto and made a part hereof.

5. Proceeds of collateral are also covered.

RECORDED FEB 69.00
 BALANCE .50

WITNESS:

OAKRIDGE MANOR APARTMENT COMPANY

[Signature]

By: [Signature] (SEAL)
 Leonard J. Attman,
 General Partner

RECORDED 319.00
 OCT 27 1986

[Signature]

By: [Signature] (SEAL)
 Lowell R. Glazer,
 General Partner

Debtor

THE SKYLAKE STATE BANK

[Signature]

By: [Signature] (SEAL)

Secured Party

To the Filing Officer: after this statement has been recorded please mail the same to Jerrold A. Wish, Esquire, Greenberg, Traurig, Askew, Hoffman, Lipoff, Rosen & Quentel, P.A., Brickell Concourse, 1401 Brickell Avenue, Miami, Florida 33131.



69-50

FILED FOR RECORD
 1986 OCT 27 PM 2:25
 E. AUBREY COLLISON
 CLERK



RIDER TO FINANCING STATEMENT

- (1) All conduits, machinery, equipment, fittings, fixtures, materials, supplies, attachments, apparatus and appliances, including all additions thereto and replacements thereof, having to do with plumbing, sewerage, garbage disposal, refrigerating, ventilating, cooling, air conditioning, heating, lighting, cooking, maintenance, management, and/or the operation for any purpose, of the buildings and other improvements constructed and/or to be constructed on the land described in Exhibit "A" to this financing statement (said land and improvements are hereinafter referred to as the "Property"); and all intercommunicating, fire prevention and extinguishing, cleaning, vacuum and incinerating systems; and all furniture and furnishings, elevators and escalators, carpeting and underpadding, storm doors and windows, and any other items of property whatsoever now or hereafter located in or upon the Property;
- (2) All proceeds or sums payable in lieu of or as compensation for the loss of or damage to the Property and/or any items covered by this financing statement;
- (3) All of Debtor's interest and rights in and to all pertinent present and future fire, flood and/or hazard insurance policies pertaining to the Property and/or any items covered by this financing statement;
- (4) All awards made by any public body or decreed by any court of competent jurisdiction in any eminent domain proceeding for a taking or for degradation of value of the Property and/or any items covered by this financing statement;
- (5) All of Debtor's interest and rights as lessor in and to all leases now or hereafter affecting the Property or any part thereof, including prepaid rent and security deposits, and/or all rental income, whether payable pursuant to any present or future lease or otherwise, growing out of any occupancy or use thereof;
- (6) All of Debtor's rights in, under or by virtue of all present or future contracts, permits, licenses, plans, paid fees or other intangibles whatsoever now or hereafter dealing with, affecting or concerning the Property, any portion thereof or interest therein, and/or relating to the development, construction or refurbishing thereof, whether made or held by Debtor or for Debtor's benefit, including without limitation (i) any agreements or arrangements for the provision of utilities to the Property, any payment, performance and/or other bonds, and any other related choses-in-action, and (ii) any contracts for the sale of any portions of the Property, including any deposits paid by purchasers, howsoever such deposits may be held or used.
- (7) All other articles of property whatsoever owned by Debtor now or hereafter located or placed in or upon the Property and/or used in connection therewith for any purposes associated therewith, including without limitation supplies and materials delivered to or located upon the Property, or temporarily stored away therefrom, and used or to be used in connection with the construction of improvements and/or the operation, management or maintenance of the Property.

DESCRIPTION
OAKRIDGE MANOR
RESUBDIVISION OF PART OF OAKRIDGE
THIRD ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BOOK 504 PAGE 314

PARCEL 1:

BEGINNING for the same at a point on the west side of Louise Road, forty (40) feet wide, as shown on a plat entitled "Oakridge Manor, a Resubdivision of Part of Oakridge" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32, Page 54; said point also being on the westernmost edge of a forty (40) foot wide strip of land which was conveyed by Quincy Builders, Inc. to the County Commissioners of Anne Arundel County by deed dated November 18, 1963 and recorded among the aforesaid Land Records in Liber 1841, Page 328; said point also being 40.00 feet southwesterly from the end of the Fifteenth or North $84^{\circ}-23'-00''$ East 214.00 foot line of a deed dated December 22, 1983 which was conveyed by Oakridge Development Company to Oakridge Manor Apartment Company and recorded among the aforesaid Land Records in Liber 3685, Page 158 and leaving said Fifteenth feet line and running along the westernmost right-of-way line of Louise Road as shown on the aforesaid plat recorded in Plat Book 32, Page 54, referring to the Maryland State Grid Meridian, the following three (3) courses and distances, viz.:

(1) South $05^{\circ}-32'-00''$ East 87.27 feet,

(2) 43.64 feet along the arc of a curve to the right having a radius of 250.43 feet and subtended by the chord, South $00^{\circ}-32'-26''$ East 43.59 feet,

(3) 37.34 feet along the arc of a curve to the right having a radius of 25.00 feet and subtended by the chord, South $47^{\circ}-14'-42''$ West 33.97 feet to a point on the northernmost right-of-way line of Mary Lane fifty five (55) feet wide, as shown on the aforesaid plat recorded in Plat Book 32, Page 54; said point also being on the northernmost edge of a fifty-five foot wide strip of land identified as Mary Lane in the aforesaid deed recorded in Liber 1841, Page 328 and running thence binding along the said northernmost right-of-way line of Mary Lane the following four

DESCRIPTION
OAKRIDGE MANOR
RESUBDIVISION OF PART OF OAKRIDGE
THIRD ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BOOK 504 PAGE 315

(4) courses and distances,

(4) 24.26 feet along the arc of a curve to the left having a radius of 245.75 feet and subtended by the chord, South $87^{\circ}-12'-39.5''$ West 24.25 feet,

(5) South $84^{\circ}-23'-00''$ West 150.55 feet,

(6) 47.99 feet along the arc of a curve to the left having a radius of 218.47 feet and subtended by the chord, South $78^{\circ}-05'-35.5''$ West 47.89 feet,

(7) 37.12 feet along the arc of a curve to the right having a radius of 25.00 feet and subtended by the chord, North $65^{\circ}-40'-03''$ West 33.80 feet to a point on the easternmost right-of-way line of Oakwood Road as shown on the aforesaid plat; said point also being on the easternmost edge of a fifteen (15) foot widening which was conveyed by deed dated December 31, 1963 from Quincy Builders, Inc., et al to the County Commissioners of Anne Arundel County and recorded among the aforesaid Land Records in Liber 1834, Page 166 and running thence binding along the easternmost edge of the aforesaid fifteen foot wide widening strip and along the westernmost outline of Lot 1 as shown on the aforesaid plat recorded in Plat Book 32, Page 54 the following two (2) courses and distances, viz.:

(8) 65.44 feet along the arc of a curve to the right having a radius of 600.00 feet and subtended by the chord, North $20^{\circ}-00'-28.5''$ West 65.41 feet,

(9) North $16^{\circ}-53'-00''$ West 55.41 feet to a point on the Twelfth or North $83^{\circ}-26'-00''$ East 152.16 foot line of the aforesaid deed recorded in Liber 3685, Page 158; said point being 15.24 feet from the beginning thereof and running thence binding along a part of said Twelfth and all of the Thirteenth, Fourteenth and part of the Fifteenth lines of the aforesaid deed recorded in Liber 3685, Page 158 and along the northernmost outline of said Lot 1, the following four (4) courses and

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distances, viz.:

(10) North 83°-26'-00" East 136.92 feet,

(11) North 16°-53'-00" West 8.59 feet,

(12) North 02°-30'-00" West 10.00 feet,

(13) North 84°-23'-00" East 174.05 feet to the point of beginning; containing 0.96 acre of land, more or less.

SUBJECT TO a ten (10) foot wide right-of-way for a sewer main which was conveyed by deed dated July 20, 1955 from Alfred J. Lipin and Irene L. Lipin, his wife, to the Anne Arundel County Sanitary Commission which was recorded among the Land Records of Anne Arundel County, Maryland in Liber 949, Page 251.

SUBJECT ALSO to an easement for constructing water and sewer mains identified as the First Parcel in a deed dated May 13, 1964 which was conveyed by Quincy Builders, Inc., et al to Anne Arundel County Sanitary Commission and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1755, Page 320.

SUBJECT ALSO to a fifteen (15) foot wide right-of-way for water and sewer mains as shown on a plat entitled "Oakridge Manor, Resubdivision of part of Oakridge" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32, Page 54.

SUBJECT ALSO to building restriction lines, printed statements, easements of rights of others to use the roads appearing on a plat entitled "Oakridge Manor, Resubdivision of part of Oakridge" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32, Page 54.

BEING part of that land which was conveyed by deed dated December 22, 1983 by Oakridge Development to Oakridge Manor Apartment Company and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3685, Page 158.

BEING ALSO known as Lot 1 as shown on a plat entitled "Oakridge Manor, Resubdivision of part of Oakridge" and recorded

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among the Land Records of Anne Arundel County, Maryland in Plat Book 32, Page 54.

PARCEL II:

BEGINNING for the same at a point on the Seventeenth or South 80'-20'-00" East 314.37 foot line of a deed dated December 22, 1983 which was conveyed by Oakridge Development Company to Oakridge Manor Apartment Company and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3685, Page 158; said point also being on the easternmost right-of-way line of Louise Road, forty (40) feet wide, as shown on a plat entitled "Oakridge Manor, Resubdivision of part of Oakridge" and recorded among the aforesaid Land Records in Plat Book 32, Page 54; said point also being at the northwest corner of Lot 2 as shown on the aforesaid plat, and running thence binding along part of the aforesaid deed recorded in Liber 3685, Page 158 and along the northernmost outline of Lots 2 and 3 as shown on the aforesaid plat, referring to the Maryland State Grid Meridian,

(1) South 80°-20'-00" East 274.06 feet to a point at the northeast corner of said Lot 3; said point also being on the westernmost right-of-way line of Lee Road, forty (40) feet wide, as shown on the aforesaid plat recorded in Plat Book 32, Page 54; said point also being on the westernmost edge of a forty (40) foot wide strip of land identified as Lee Road which was conveyed by deed dated December 18, 1963 by Quincy Builders, Inc. to the County Commissioners of Anne Arundel County and recorded among the aforesaid Land Records in Liber 1841, Page 328 and running thence binding said westernmost right-of-way line of Lee Road and along the westernmost edge of said strip of land which was conveyed in Liber 1841, Page 328, the following three (3) courses and distances, viz.:

(2) South 02°-33'-00" West 82.65 feet,

(3) 97.19 feet along the arc of a curve to the right having

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a radius of 968.87 feet and subtended by the chord, South $05^{\circ}-25'-26''$ West 97.15 feet,

(4) 39.93 feet along the arc of a curve to the right having a radius of 25.00 feet and subtended by the chord, South $54^{\circ}-03'-23.5''$ West 35.82 feet to a point on the northernmost right-of-way line of Mary Lane, fifty-five (55) feet wide, as shown on the aforesaid plat recorded in Plat Book 32, Page 54; said point also being on the northernmost edge of a fifty (55) foot wide strip of land which was conveyed by the aforesaid deed recorded in Liber 1841, Page 328 and identified as Mary Lane, and running thence binding along the aforesaid northernmost right-of-way line of Mary Lane and along the southernmost outline of Lots 2 and 3 as shown on the aforesaid plat,

(5) North $80^{\circ}-11'-05''$ West 197.73 feet and leaving said northernmost right-of-way line of Mary Lane and running thence along the easternmost right-of-way line of said Louise Road and along the easternmost edge of a forty (40) foot wide strip of land recorded in Liber 1841, Page 328 identified as Louise Road, and along the westernmost outline of Lot 2 as shown on the aforesaid plat the following three (3) courses and distances, viz.:

(6) 37.29 feet along the arc of a curve to the right having a radius of 25.00 feet and subtended by the chord, North $37^{\circ}-27'-29''$ West 33.93 feet,

(7) 54.75 feet along the arc of a curve to the left having a radius of 290.43 feet and subtended by the chord, North $00^{\circ}-07'-56.5''$ West 54.67 feet,

(8) North $05^{\circ}-32'-00''$ West 131.64 feet to the point of beginning; containing 1.21 acres of land, more or less.

SUBJECT TO a ten (10) foot wide right-of-way for a sewer main which was conveyed by deed dated July 20, 1955 from Alfred J. Lipin and Irene L. Lipin, his wife, to the Anne Arundel County

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Sanitary Commission which was recorded among the Land Records of Anne Arundel County, Maryland in Liber 949, Page 251.

SUBJECT ALSO to an easement for constructing water and sewer mains identified as the Second Parcel in a deed dated May 13, 1964 which was conveyed by Quincy Builders, Inc., et al to Anne Arundel County Sanitary Commission and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1755, Page 320.

SUBJECT ALSO to a twenty (20) foot wide right-of-way for water and sewer mains as shown on a plat entitled "Oakridge Manor, Resubdivision of part of Oakridge" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32, Page 54.

SUBJECT ALSO to building restriction lines, printed statements, easements of rights of others to use the roads appearing on a plat entitled "Oakridge Manor, Resubdivision of part of Oakridge" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32, Page 54.

BEING part of that land which was conveyed by deed dated December 22, 1983 by Oakridge Development to Oakridge Manor Apartment Company and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3685, Page 158.

BEING ALSO known as Lots 2 and 3 as shown on a plat entitled "Oakridge Manor, Resubdivision of part of Oakridge" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32, Page 54.

PARCEL III:

BEGINNING for the same at a point at the beginning at the Nineteenth or South 80'-20'-00" East 300.00 foot line of a deed dated December 22, 1983 which was conveyed by Oakridge Development Company to Oakridge Manor Apartment Company and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3685, Page 158; said point also being on the easternmost

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right-of-way line of Lee Road, forty (40) feet wide, as shown on a plat entitled "Oakridge Manor, Resubdivision of part of Oakridge" and recorded among the aforesaid Land Records in Plat Book 32, Page 54; said point also being on the northwest corner of Lot 4 and shown on said plat and running thence binding along the aforesaid Nineteenth deed line and along the northern outline of Lots 4 and 5 as shown on the aforesaid plat, referring to the Maryland State Grid Meridian,

(1) South $80^{\circ}-20'-00''$ East 300.00 feet to a point on the westernmost right-of-way line of Nancy Road, forty (40) feet wide, as shown on the aforesaid plat recorded in Plat Book 32, Page 54; said point also being on the westernmost edge of a forty (40) foot wide strip of land identified as Nancy Road which was conveyed by deed dated December 18, 1963 by Quincy Builders, Inc. to the County Commissioners of Anne Arundel County and recorded among the aforesaid Land Records in Liber 1841, Page 328 and running thence binding along the aforesaid westernmost right-of-way line of Nancy Road and along the easternmost outline of Lot 5 as shown on the aforesaid plat recorded in Plat Book 32, Page 54, the following four (4) courses and distances, viz.:

(2) South $02^{\circ}-33'-00''$ West 40.94 feet,

(3) 147.26 feet along the arc of a curve to the right having a radius of 1161.35 feet and subtended by the chord, South $06^{\circ}-10'-57.5''$ West 147.17 feet,

(4) South $09^{\circ}-48'-55''$ West 22.69 feet,

(5) 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and subtended by the chord, South $54^{\circ}-48'-55''$ West 35.36 feet to a point on the northernmost right-of-way line of Mary Lane, fifty (55) feet wide, as shown on the aforesaid plat recorded in Plat Book 32, Page 54; said point also being on the northernmost edge of a fifty (55) foot wide strip of land identified as Mary Lane in the aforesaid deed recorded in

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Liber 1841, Page 328 and running thence binding along the northernmost right-of-way of said Mary Lane and along the southernmost outline of Lots 4 and 5 as shown on the aforesaid plat.

(6) North $80^{\circ}-11'-05''$ West 243.10 feet and leaving said northernmost right-of-way line of Mary Lane and running thence along the easternmost right-of-way line of Lee Road, forty (40) feet wide, as shown on the aforesaid plat and along the easternmost outline of the forty (40) foot wide strip of land identified as Lee Road in the aforesaid deed recorded in Liber 1841, Page 328, the following three (3) courses and distances, viz.:

(7) 38.67 feet along the arc of a curve to the right having a radius of 25.00 and subtended by the chord, North $35^{\circ}-52'-38.5''$ West 34.93 feet,

(8) 103.54 feet along the arc of a curve to the left having a radius of 1008.87 feet and subtended by the chord, North $05^{\circ}-29'-24''$ East 103.49 feet,

(9) North $02^{\circ}-33'-00''$ East 107.67 feet to the point of beginning; containing 1.59 acres of land, more or less.

SUBJECT TO a ten (10) foot wide right-of-way for a sewer main which was conveyed by deed dated July 20, 1955 from Alfred J. Lipin and Irene L. Lipin, his wife, to the Anne Arundel County Sanitary Commission which was recorded among the Land Records of Anne Arundel County, Maryland in Liber 949, Page 251.

SUBJECT ALSO to an easement for constructing water and sewer mains identified as the Third Parcel in a deed dated May 13, 1964 which was conveyed by Quincy Builders, Inc., et al to Anne Arundel County Sanitary Commission and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1755, Page 320.

SUBJECT ALSO to a twenty (20) foot wide right-of-way for water and sewer mains as shown on a plat entitled "Oakridge

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Manor, Resubdivision of part of Oakridge" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32, Page 54.

SUBJECT ALSO to building restriction lines, printed statements, easements of rights of others to use the roads appearing on a plat entitled "Oakridge Manor, Resubdivision of part of Oakridge" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32, Page 54.

BEING part of that land which was conveyed by deed dated December 22, 1983 by Oakridge Development to Oakridge Manor Apartment Company and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3685, Page 158.

BEING ALSO known as Lots 4 and 5 as shown on a plat entitled "Oakridge Manor, Resubdivision of part of Oakridge" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32, Page 54.

PARCEL IV:

BEGINNING for the same at a point at the beginning of the Twenty-First or South 87'-23'-00" East 183.86 foot line of a deed dated December 22, 1983 which was conveyed by Oakridge Development Company to Oakridge Manor Apartment Company and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3685, Page 158; said point also being on the easternmost right-of-way line of Nancy Road, forty (40) feet wide, as shown on a plat entitled "Oakridge Manor, Resubdivision of part of Oakridge" and recorded among the aforesaid Land Records in Plat Book 32, Page 54; said point also being the easternmost edge of a forty (40) foot wide strip of land identified as Nancy Road in a deed dated December 18, 1963 which was conveyed by Quincy Builders, Inc. to the County Commissioners to Anne Arundel County, and recorded among the aforesaid Land Records in Liber 1841, Page 328; said point also being at the northwesternmost

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corner of Lot 6 as shown on the aforesaid plat recorded in Plat Book 32, Page 54, and running thence binding along the northernmost outline of said Lot 6 and along the said Twenty-First deed line, referring to the Maryland State Grid Meridian,

(1) South $87^{\circ}-23'-00''$ East 183.86 foot line to a point at the northernmost corner of Lot 7 as shown on the aforesaid plat; said point also being at the beginning of the First or South $14^{\circ}-20'-00''$ East 372.20 foot line of the aforesaid deed recorded in Liber 3685, Page 158 and running thence along the First and Second lines of said deed recorded in Liber 3685, Page 158 and along the northeasternmost outline of Lot 7 and 8 as shown on the aforesaid plat,

(2) South $14^{\circ}-20'-00''$ East 372.70 feet,

(3) North $77^{\circ}-05'-00''$ West 138.98 feet to a point on the right-of-way line of Mary Lane as shown on the aforesaid plat recorded in Plat Book 32, Page 54 and running thence binding along the northernmost right-of-way line of said Mary Lane, the following three (3) courses and distances, viz.:

(4) 28.99 feet along the arc of a curve to the left having a radius of 40.00 feet and subtended by the chord, North $07^{\circ}-50'-51.5''$ West 28.36 feet,

(5) 90.01 feet along the arc of a curve to the left having a radius of 100.00 feet and subtended by the chord, North $54^{\circ}-23'-54''$ West 87.00 feet,

(6) North $80^{\circ}-11'-05''$ West 68.62 feet and thence leaving said northernmost right-of-way line of Mary Lane and running along the easternmost right-of-way line of the abovementioned Nancy Road, the following four (4) courses and distances, viz.:

(7) 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet and subtended by the chord, North $35^{\circ}-11'-05''$ West 35.36 feet,

(8) North $09^{\circ}-48'-55''$ East 22.69 feet,

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(9) 152.33 feet along the arc of a curve to the left having a radius of 1201.35 feet and subtended by the chord, North 06°-10'-57.5" East 152.24 feet,

(10) North 02°-33'-00" East 44.94 feet to the point of beginning; containing 1.60 acres, more or less.

SUBJECT TO a ten (10) foot wide right-of-way for a sewer main which was conveyed by deed dated July 20, 1955 from Alfred J. Lipin and Irene L. Lipin, his wife, to the Anne Arundel County Sanitary Commission which was recorded among the Land Records of Anne Arundel County, Maryland in Liber 949, Page 251.

SUBJECT ALSO to an easement for constructing water and sewer mains identified as the Fourth and Fifth Parcels in a deed dated May 13, 1964 which was conveyed by Quincy Builders, Inc., et al to Anne Arundel County Sanitary Commission and recorded among the Land Records of Anne Arundel County, Maryland in Liber 1755, Page 320.

SUBJECT ALSO to building restriction lines, printed statements, easements of rights of others to use the roads appearing on a plat entitled "Oakridge Manor, Resubdivision of part of Oakridge" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32, Page 54.

BEING part of that land which was conveyed by deed dated December 22, 1983 by Oakridge Development to Oakridge Manor Apartment Company and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3685, Page 158.

BEING ALSO known as Lots 6, 7, and 8 as shown on a plat entitled "Oakridge Manor, Resubdivision of part of Oakridge" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32, Page 54.

PARCEL V:

BEGINNING for the same at a point at the beginning of the Fifth or North 80'-11'-05" West 645.24 foot line of a deed dated

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December 22, 1983 which was conveyed by Oakridge Development Company to Oakridge Manor Apartment Company and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3685, Page 158; said point also being on the southeasternmost corner of Lot 9 as shown on a plat entitled "Oakridge Manor, Resubdivision of part of Oakridge" and recorded among the aforesaid Land Records in Plat Book 32, Page 54; said point also being at the beginning of the Third or North $81^{\circ}-29'$ West 653.00 foot line of a quit claim deed dated May 17, 1973 between Elizabeth S. Stein, divorced, and Francis W. Stein and recorded among the aforesaid Land Records in Liber 2604, Page 229 and running thence binding along the Fifth and Sixth lines of the aforesaid deed recorded in Liber 3685, Page 158 and along the outlines of Lots 9 through 14, and binding along the Third and Fourth lines of the aforesaid deed recorded in Liber 2604, Page 229 referring to the Maryland State Grid Meridian, the following two (2) courses and distances, viz.:

(1) North $80^{\circ}-11'-05''$ West 645.24 feet,

(2) South $09^{\circ}-48'-55''$ West 135.00 feet to a point at the beginning of the Seventh or North $80^{\circ}-11'-05''$ West 204.80 foot line of the aforesaid deed recorded in Liber 3685, Page 158 and running thence binding along a part of said Seventh deed line and the southernmost outline of Lot 14 as shown on aforesaid plat,

(3) North $80^{\circ}-11'-05''$ West 187.81 feet to a point on the easternmost right-of-way of Oakwood Road as shown on the aforesaid plat recorded in Plat Book 32, Page 54; said point also being on the easternmost edge of a fifteen (15) foot widening strip of land which was conveyed by deed dated December 31, 1963 by Quincy Builders, Inc., et al to the County Commissioners of Anne Arundel County and recorded among the aforesaid Land Records in Liber 1834, Page 166 and running thence binding along the easternmost right-of-way line of said Oakwood Road and along the

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easternmost edge of the said fifteen (15) foot widening strip and along the westernmost outline of Lots 14 and 15 as shown on the aforesaid plat,

(4) North $11^{\circ}-04'-00''$ West 21.40 feet,

(5) North $21^{\circ}-56'-00''$ West 143.85 feet, and

(6) 52.24 feet along the arc of a curve to the left having a radius of 1600.00 feet and subtended by the chord, North $22^{\circ}-52'-07.5''$ West 52.23 feet to a point on the southernmost right-of-way line of Mary Lane, as shown on the aforesaid plat recorded in Plat Book 32, Page 54; said point also being on the southernmost edge of a strip of land identified as Mary Lane in a deed dated December 18, 1963 which was conveyed by Quincy Builders, Inc. to the County Commissioners of Anne Arundel County and recorded among the aforesaid Land Records in Liber 1841, Page 328 and running thence binding along the southernmost right-of-way line of Mary Lane and along the southern edge of the aforesaid strip recorded in Liber 1841, Page 328 and along the outline of Lots 9 through 15, the following courses and distances, viz.:

(7) 41.08 feet along the arc of a curve to the right having a radius of 25.00 feet and subtended by the chord, North $23^{\circ}-16'-00''$ East 36.71 feet,

(8) 85.02 feet along the arc of a curve to the right having a radius of 346.80 feet and subtended by the chord, North $77^{\circ}-21'-37.5''$ East 84.81 feet,

(9) North $84^{\circ}-23'-00''$ East 89.22 feet,

(10) 51.38 feet along the arc of a curve to the right having a radius of 190.75 feet and subtended by the chord, South $87^{\circ}-54'-02.5''$ East 51.22 feet,

(11) South $80^{\circ}-11'-05''$ East 717.84 feet,

(12) 32.54 feet along the arc of a curve to the right having a radius of 25.00 feet and subtended by the chord, South $42^{\circ}-53'-51.5''$ East 30.29 feet, and

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(13) 36.21 feet along the arc of a curve to the left having a radius of 40.00 feet, to a point at the beginning of the Fourth or South 32°-31'-10" West 114.25 foot line of the aforesaid deed recorded in Liber 385, Page 158 and running thence binding along said Fourth deed line and along the easternmost outline of Lot 9 as shown on the aforesaid plat recorded in Plat Book 32, Page 54.

(14) South 32°-31'-00" West 114.24 feet to the point of beginning; containing 3.88 acres of land, more or less.

SUBJECT TO a twenty (20) foot wide right-of-way for ingress and egress which by deed dated March 18, 1924 was conveyed by Frank Schneider and Mary Schneider, his wife, to the original Oakwood Improvement Association, Inc. and recorded among the Land Records of Anne Arundel County, Maryland in Liber 92, Folio 318.

SUBJECT ALSO TO two (2) sewer easements which were conveyed by deeds dated March 3, 1971 from Oakridge Development Company, et al to Anne Arundel County, Maryland and recorded among Land Records of Anne Arundel County, Maryland in Liber 2472, Page 622.

SUBJECT ALSO to a twenty (20) foot wide storm drain right-of-way as shown on a plat entitled "Oakridge Manor, Resubdivision of part of Oakridge" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32, Page 54.

SUBJECT ALSO to building restriction lines, printed statements, easements of rights of others to use the roads appearing on a plat entitled "Oakridge Manor, Resubdivision of part of Oakridge" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 32, Page 54.

BEING part of that land which was conveyed by deed dated December 22, 1983 which was conveyed by Oakridge Development Company to Oakridge Manor Apartment Company and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3685, Page 158.

AND ALSO BEING Lots 9 through 15, inclusive as shown on a

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plat entitled "Oakridge Manor, Resubdivision of part of Oakridge"
and recorded among the Land Records of Anne Arundel County,
Maryland in Plat Book 32, Page 54.

AND ALSO:

The property described as Parcels I, II, III, IV and V are
also subject to the following agreements, easements, etc.

1) Subject to terms and provisions as set forth in a deed
dated January 20, 1953 which was conveyed by Alfred J. Lipin and
wife to Baltimore Gas and Electric Company and recorded in Liber
737, Page 214.

2) Subject to terms and provisions as set forth in a deed
dated July 2, 1956 which was conveyed by Betty Miller, et al to
Baltimore Gas and Electric Company and recorded in Liber 1054,
Page 73.

3) Subject to terms and provisions as set forth in a deed
dated July 8, 1925 which was conveyed by Frank Schneider and wife
to Chesapeake and Potomac Telephone Company of Maryland and
recorded in Liber 108, Page 364.

Mail to Ban State Title

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September 23, 1986
D1:oakmanor.des

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MAD #10

RECORD: LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

RECORD: FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

RECORD: MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

FINANCING STATEMENT

October 10, 1986

Debtor:

JOHN J. FLYNN and
KATHLEEN FLYNN

Address:

141 East Lake Drive
Bay Ridge
Annapolis, Maryland 21403

Secured Party:

MADISON NATIONAL BANK,
a national banking association

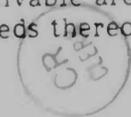
1730 M Street, N.W.
Washington, D.C. 20036
Attention: Real Estate Department

The appropriate amount of recordation taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan. Therefore, pursuant to Article 81, § 277, et seq., of the Annotated Code of Maryland, as amended, this Financing Statement is not subject to the payment of any recordation taxes to the Maryland State Department of Assessments and Taxation.

1. This Financing Statement covers the following:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, building materials, furniture, fixtures and articles of personal property of every kind and nature whatsoever as are now or hereafter located in or upon, contained in or upon, attached to or used or usable in connection with any present or future operation on that certain parcel of land (and any and all improvements thereon, whether now existing or hereafter constructed) located in Anne Arundel County, Maryland, and described in that certain Deed of Trust of even date herewith from Debtor to Thomas A. Scanlon and Norman F. Hecht, Sr., Trustees, with such parcel of land being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference ("Premises"); and

(b) All earnings, revenues, rents, issues, profits and other income of and from the Premises and the aforesaid collateral, including, but not limited to, all accounts receivable in respect of any and all leases executed by the Debtor for the Premises, or any part or parcel thereof, whether said accounts receivable are currently in existence or are hereafter created, together with all of the proceeds thereof.



RECORD FEE 14.00
MESSAGE 50
OCT 10 1986

1986 OCT 29 PM 12:04
R. AUBREY COLLISON
CLERK

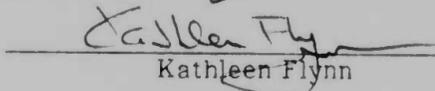
14
2

2. Proceeds of all of the foregoing collateral are covered by this Financing Statement.

3. This Financing Statement does not cover any trade fixtures, consumable goods, inventory or other personal property owned by bona fide tenants of the Debtor occupying the Premises, or any portion thereof, if any such tenants have the right to remove the same at or before the expiration of the term of their leases.

DEBTOR:

 [SEAL]
John J. Flynn

 [SEAL]
Kathleen Flynn

FILING OFFICER: After filing, please return to:

Linowes and Blocher
8720 Georgia Avenue
Suite 200
Silver Spring, Maryland 20910
Attention: John H. Dawson, Jr., Esquire

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Lot No. 8, Section 13, as shown on the plat of part of Bay Ridge,
recorded among the Plat Records of Anne Arundel County in Plat
Book 9 at folio 33.

MAIL TO

Mailed to Secured Party

LINOWES & GLOCHER

JOHN DAWSON

PO BOX 8728

SILVER SPRING MD 20907
Exhibit "A"

(Property Description)

installed or used or intended to be installed or used therein; all other fixtures and personal property of whatever kind and nature at present contained in or hereafter placed in any building standing on the Land; such other goods, equipment, chattels and personal property as are usually furnished by landlords in letting premises of the character located upon the Land; and all renewals or replacements thereof or articles in substitution therefor. There is also covered hereby all leases, conditional sale agreements, chattel mortgages and use agreements of machinery, equipment and other personal property of Debtor in the categories hereinabove set forth, together with all deposits and other payments made thereunder;

(b) All of Borrower's interests in personal property of any kind or nature whatsoever, whether tangible or intangible, not described in paragraph (a) above, but which are or will be used in the construction of, placed upon, or are or will be derived from, related to or used in connection with the ownership, management, use, maintenance, or enjoyment of the Land, including without limitation (i) all causes of action, judgments, awards of damages and settlements hereafter made as a result of or in lieu of any taking of the Land or any part thereof under the power of eminent domain, or for any damage to the Land; (ii) all insurance policies and proceeds therefrom covering the Land; (iii) all blueprints, plans, maps, documents, books and records relating to the Land; (iv) all contracts for utilities, services or materials relating to the Land; (v) all deposits, letters of credit, performance bonds or other security given to any governmental agency in connection with any permit or approval relating to the Land; (vi) all monies on deposit for the payment of governmental impositions or insurance premiums relating to the Land; and (vii) all rights in and to any wetlands licenses issued by the Board of Public Works of the State of Maryland, including without limitation Wetlands License No. 80-259 dated April 9, 1980, and any renewals or replacements of any such licenses.

(c) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and

(d) Any and all leases and lease guaranties covering all or any part of the Land or the improvements upon the Land and together with any and all future leases and lease guaranties hereinafter entered into by Debtor covering all or any part of the Land or the improvements

thereon, and all amendments, extensions and renewals of said leases and lease guaranties and any of them, all present and future occupancy agreements, licenses to berth vessels in slips, dock spaces or other storage areas designated by Debtor whether for transient overnight use or for longer terms, including all revenues from the sale of gasoline, diesel fuel and other marine products, and all rents, income and profits which may now or hereafter be or become due or owing under or from any of the above.

4. The aforesaid items are included as security in a Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith and given by the Debtor to Ronald P. Fish and Judith S. Waranch, trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to the Secured Party.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said Land consists of all of that land located in Anne Arundel County, Maryland, which is more particularly described in said Deed of Trust, and in Exhibit A hereto.

Debtor:

ANNAPOLIS CITY MARINA
LIMITED PARTNERSHIP, its
general partner

By: 410 SEVERN AVENUE
LIMITED PARTNERSHIP,
its general partner

Secured Party:

UNION MUTUAL LIFE INSURANCE
COMPANY, a Maine corporation

By: Henry B. Milroy (SEAL) *HBM*
name: Henry B. Milroy
title: Second Vice President

by: Clark E. MacKenzie (SEAL)
name: Clark E. MacKenzie
title: general partner

Date: 10-16, 1986

RPF/08-08-86
3888R

BOOK 504 PAGE 335

EXHIBIT A

Description of the land

ALL OF THAT LAND, situate and lying in Anne
Arundel County, Maryland, which is described as follows:

EXHIBIT 'A'

PARCEL ONE

BEGINNING for the same at an angle iron there found at the intersection of the northwest side of Severn Avenue with the northeast side of 5th Street (formerly 2nd Street), as shown on the plat of Eastport, Horn Point filed among the Plat Records of Anne Arundel County, Maryland in Plat Book 11, Folio 31;
THENCE from said beginning point so fixed, leaving Severn Avenue and running with the northeast side of 5th Street, with courses referred to Annapolis Metropolitan Sewage Commission Grid North 37 degrees, 39 minutes, 11 seconds West 301.95 feet to a pipe set at the intersection formed by the said side of 5th Street with the projection southwesterly of the northwest face of an existing bulkhead on Spa Creek;
THENCE leaving 5th Street and running with said projection, reversely, North 52 degrees, 35 minutes, 51 seconds East 1.56 feet to said bulkhead.
THENCE running with the northwest face of said bulkhead along Spa Creek, North 52 degrees, 35 minutes, 51 seconds East 81.49 feet to a bend in said bulkhead;
THENCE still with said bulkhead, South 36 degrees, 32 minutes, 44 seconds East 19.54 feet to the end of said bulkhead;
THENCE with the shoreline of Spa Creek, North 48 degrees, 20 minutes, 31 seconds East 45.04 feet to the southwest end of another bulkhead;
THENCE with the northwest face of said bulkhead, along Spa Creek, North 50 degrees, 58 minutes, 55 seconds East 39.35 feet to a bend in said bulkhead;
THENCE still with said bulkhead South 37 degrees, 08 minutes, 33 seconds East 45.78 feet to a bend;
THENCE North 52 degrees, 20 minutes, 27 seconds East 82.56 feet to a bend;
THENCE North 36 degrees, 45 minutes, 24 seconds West 28.12 feet to a bend;
THENCE North 50 degrees, 47 minutes, 1 second East 78.30 feet to a bend.
THENCE South 48 degrees, 30 minutes, 59 seconds East 28.73 feet to the end of said bulkhead on the southwest side of 4th Street;
THENCE leaving said bulkhead and running with the southwest side of 4th Street South 44 degrees, 10 minutes, 11 seconds East 38.72 feet;
THENCE still with the southwest side of 4th Street, South 36 degrees, 40 minutes, 34 seconds East 204.49 feet to intersect the northwest side of Severn Avenue;
THENCE with the northwest side of Severn Avenue, South 52 degrees, 26 minutes, 17 seconds West 334.12 feet to the place of beginning.

CONTAINING 2.112 acres more or less, as surveyed by Edward Hall III & Assoc. Registered Land Surveyors in June of 1979 and as described in March of 1981.

PARCEL TWO

BEGINNING for the same at a point on the Northeastmost side of Fifth Street; the said point being the end of the first or North 37 degree 39 minute 11 second West 301.95 foot line of the land described in the confirmatory deed from David H. Hillman and Melvin Lenkin and Annapolis City Marina, a Maryland Partnership consisting of Bert Jalrin, Robert R. Stine, and C. Edward Hartman, 2nd, as general partners, to Annapolis City Marina Limited Partnership, dated April 7, 1981, and recorded among the Land Records of Anne Arundel County in Liber W.G.L. Number 3396, Folio 778; thence from the said beginning point, running with the second line of the above mentioned deed, North 52 degrees 35 minutes 51 seconds East 1.56 feet to a former bulkhead line; thence continuing with the former bulkhead line and also running with

the third, fourth, fifth, sixth, seventh, eighth, ninth, and tenth lines of the above mentioned deed the following eight (8) courses and distances, viz: (1) North 52 degrees 35 minutes 51 seconds East 81.49 feet, (2) South 36 degrees 32 minutes 44 seconds East 19.54 feet, (3) North 48 degrees 20 minutes 31 seconds East 45.04 feet, (4) North 50 degrees 58 minutes 55 seconds East 39.35 feet, (5) South 37 degrees 08 minutes 33 seconds East 45.78 feet, (6) North 52 degrees 20 minutes 27 seconds East 82.56 feet, (7) North 36 degrees 45 minutes 24 seconds West 28.12 feet, and (8) North 50 degrees 47 minutes 01 second East 78.30 feet; thence leaving the outline of the said deed and the former bulkhead line and running North 48 degrees 30 minutes 59 seconds West 4.12 feet to the face of the existing bulkhead; thence running with the face of the existing bulkhead the following seven (7) courses and distances, viz: (1) South 49 degrees 52 minutes 03 seconds West 80.79 feet, (2) South 37 degrees 22 minutes 09 seconds East 26.60 feet, (3) South 51 degrees 44 minutes 39 seconds West 72.59 feet, (4) North 38 degrees 41 minutes 15 seconds West 45.42 feet, (5) South 51 degrees 56 minutes 51 seconds West 84.22 feet, (6) North 38 degrees 52 minutes 19 seconds West 17.67 feet, and (7) South 52 degrees 17 minutes 11 seconds West 85.82 feet; thence leaving the said bulkhead and running South 52 degrees 17 minutes 11 seconds West 2.03 feet to the above mentioned northeastmost side of Fifth Street; thence running with the said northeastmost side of Fifth Street South 37 degrees 39 minutes 11 seconds East 4.24 feet to the place of beginning. Containing 1774.3 square feet or 0.041 acre of land, more or less.

Mailed to Secured Party

#194908
FS RECORDS

BOOK 504 PAGE 338

264437

FINANCING STATEMENT

1. Name of Debtor: NORTH ARUNDEL CENTER LIMITED
PARTNERSHIP
Address: 313 Hospital Drive
Glen Burnie, Maryland 21061
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 Deed of Trust dated October 27, 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.

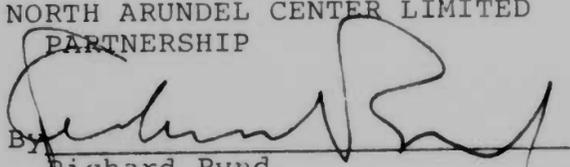
(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

(d) Proceeds and products of all collateral are covered.

4. Recordation tax on the principal sum of \$1,780,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County, Maryland upon recording of the Deed of Trust.

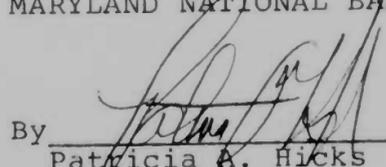
Debtor:

NORTH ARUNDEL CENTER LIMITED
PARTNERSHIP

By 
Richard Rynd
General Partner

Secured Party:

MARYLAND NATIONAL BANK

By 
Patricia A. Hicks
Assistant Vice President

21-90
5

1986 OCT 29 PM 2:18
MARYLAND NATIONAL BANK

CR
CLERK

RECORD FEE
POSTAGE
21.00
50
MORTGAGE
OCT 29 1986

Debtor: (CONTINUED)

By [Signature]
Selma Rynd
General Partner

[Signature]
Selma RYND
GENERAL PARTNER

By [Signature]
Joseph B. Francus
General Partner

By [Signature]
Sylvia Francus
General Partner

Mr. Clerk: Return to Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202
ATTN: Jeffrey H. Seibert, Esquire

RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

PROPERTY DESCRIPTION

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

BEGINNING for the same on the Southernmost side of relocated Elvaton Road and in the Southernmost right of way line, as shown on Maryland State Roads Commission plat No. 25644 of the extension of Maryland Route No. 177, said road also being known as Hospital Drive, said place of beginning being distant North 80 degrees 46 minutes 30 seconds East 57.22 feet and South 59 degrees 58 minutes 30 seconds East 342.32 feet measured easterly from the northeast side of Elvaton Road, 30 feet wide, as laid out and shown on Maryland State Roads Commission Plat No. 25627, said place of beginning also being at the beginning of land which by deed dated April 20, 1966 and recorded among the land records of Anne Arundel County in Liber 1989, folio 507, was conveyed by North Arundel Hospital Association, Inc. to Medical Properties, Inc., thence leaving said place of beginning and running and binding on said Southernmost right of way line as shown on said State Roads Commission Plat No. 25644, and also binding on the 1st and the 2nd lines of said deed, the 2 following courses and distances, viz: (1) Easterly by a line curving to the left with a radius of 2084.86 feet for a distance of 94.91 feet, (the arc of said curve being subtended by a chord bearing South 66 degrees 10 minutes 30 seconds East 94.91 feet) to the end of said curve and (2) South 67 degrees 40 minutes 30 seconds East 186.37 feet and thence leaving said road and right of way line and running and binding on the 3rd thru the 8th lines of said deed, (3) South 65 degrees 58 minutes 00 seconds East 24.18 feet, (4) South 00 degrees 31 minutes 00 seconds East 535.08 feet, (5) North 41 degrees 27 minutes 30 seconds West 231.77 feet, (6) North 15 degrees 40 minutes 30 seconds East 247.12 feet, (7) North 85 degrees 29 minutes 49 seconds West 384.47 feet and (8) North 40 degrees 54 minutes 00 seconds East 280.78 feet to the place of beginning. Containing 2.564 acres of land, more or less.

TOGETHER with the use in common with North Arundel Hospital Association, Inc. of a utility right of way 15 feet wide, described as follows:

BEGINNING for the centerline of a 15 foot right of way at a point North 00 degrees 31 minutes 00 seconds West 11.45 feet from the end of the hereinbefore described South 00 degrees 31 minutes 00 seconds East 535.08 foot line, and running thence, parallel to and distant 7.50 feet northeasterly from the outline of the heretofore mentioned whole tract, South 41 degrees 27 minutes 30 seconds East 269.00 feet, more or less; thence continuing on the same line, South 41 degrees 27 minutes 30 seconds East 111.00 feet, more or less; thence running South 64 degrees 30 minutes 54 seconds East 305.00 feet, more or less, to the center of an existing manhole; thence running with the center of an existing sanitary sewer, and with the centerline of a 30 foot right of way, with the use in common with others, South 64 degrees 30 minutes 54 seconds East 400.00 feet to a manhole; thence running South 54 degrees 30 minutes 04 seconds East 430.00 feet to the end of an existing 15 foot right of way of the Anne Arundel County Sanitary Commission, dated November 30, 1962 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1622, folio 7.

PROPERTY DESCRIPTION

SUBJECT to a storm drainage right of way of variable width shown on opposite Stations 86+14 to 86+59 on the heretofore mentioned State Roads Commission Plat No. 25628 and leading from the South 00 degrees 31 minutes 00 seconds East 535.08 foot line hereinbefore described, distant South 00 degrees 31 minutes 00 seconds East 150.00 feet from the beginning thereof, in a southwesterly direction to intersect the North 41 degrees 27 minutes 30 seconds West 231.77 foot line of the property firstly described herein, distant North 41 degrees 27 minutes 30 seconds West 165.00 feet, more or less from the beginning of said line.

AND BEING SUBJECT to a storm drainage easement 15 feet wide and described as follows:

BEGINNING for the centerline of a 15 foot right of way at a point in the South 00 degrees 31 minutes 00 seconds East 535.08 foot line of the property firstly described herein, distant South 00 degrees 31 minutes 00 seconds East 347.20 feet from the beginning of the said line, and running thence South 89 degrees 29 minutes 00 seconds West 70.00 feet, more or less, to the edge of the storm drainage right of way of the Maryland State Roads Commission.

AND BEING ALSO SUBJECT to a storm drainage easement 15 feet wide and described as follows:

BEGINNING for the centerline of a 15 foot drainage easement in the South 00 degrees, 31 minutes East 535.08 foot line of a conveyance from North Arundel Hospital Association, Inc. to Medical Properties, Inc. by a deed dated April 20, 1966 and recorded among the Land Records of Anne Arundel County in Liber L.N.P. 1989, Folio 507, at a point distant North 00 degrees 31 minutes West 32.0 feet from the end of the said line; and running thence, with the centerline of the said easement, North 43 degrees 37 minutes 40 seconds West 128.06 feet to the end thereof.

Mailed to Secured Party

FINANCING STATEMENT

1. Name & Address of Debtor: Peter R. Westenburger
Susan H. Westenburger
1046 Broadview Drive
Annapolis, Maryland 21401

Gillian A. Myers
c/o 1046 Broadview Drive
Annapolis, Maryland 21401

Discovery Learning Centers,
Inc.
8031 Forest Green Drive
Pasadena, Maryland 21122

2. Name & Address of Secured Party: SEVERN SAVINGS ASSOCIATION OF
ANNAPOLIS, INC.
1726 West Street
Annapolis, Maryland 21401

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

(a) All fixtures, machinery, equipment, accounts, ^{inventory} supplies, all personal property and all related items and accessories thereto owned by Debtor located at 8031 Green Forest Drive, Pasadena, Maryland 21122.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Article 81 Sections 277 and 278 of the Annotated Code of Maryland.

Debtor: DISCOVERY LEARNING CENTERS, INC.

Secured Party: SEVERN SAVINGS ASSOCIATION OF ANNAPOLIS, INC.

BY: Susan H. Westenburger
Susan H. Westenburger,
President

BY: _____

Susan H. Westenburger
Susan H. Westenburger

Peter R. Westenburger
Peter R. Westenburger

Gillian A. Myers
Gillian A. Myers

Return to:
HYATT & CHEP, P.A.
1919 West Street
P.O. Box 1852
Annapolis, MD 21404
file # 1.1112

CR
CLERK

Mailed to Secured Party

MT-80

1996 OCT 29 PM 3:11
E. AUBREY COLLISON
CLERK

FINANCING STATEMENT

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

5. Debtor(s) Name(s) Eastern Petroleum Corporation Address(es) 33 Hudson Street
Annapolis, Maryland 21401

6. Secured Party Maryland National Bank Address P. O. Box 871
Annapolis, Maryland 21404
Attention: Maureen Konschnik
(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.

1986 OCT 30 AM 10:00
CR CLERK
F. HARRIS & COLLISON
MR. CLERK

11.00
1.50
TOP-17
OCT 30 85

Eastern Petroleum Corporation
J. Kent McNew (Seal)
J. Kent McNew, President

_____ (Seal)

Secured Party
Maryland National Bank
Maureen S. Konschnik (Seal)
Maureen T. Konschnik, Asst. Vice President
Type name and title

MARYLAND NATIONAL BANK

Mailed to Secured Party

11-
5

BOOK 504 PAGE 344
FINANCING STATEMENT

264410

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$97,500.00 or so much thereof as may be advanced, on which Security Agreement all required transfer and recordation taxes, if any, have been paid.

NAMES OF DEBTORS:

D & W Properties, Inc.

ADDRESS:

1312 Jones Station Road
Arnold, Maryland 21012

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino
Charles A. Dukes, Jr.
Jerry D. Whitlock

ADDRESS:

11700 Beltsville Drive
Beltsville, Maryland 20705

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

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

LAW OFFICES
JOHN J. DWYER
9470 ANNAPOLIS ROAD
SUITE 117
LANHAM, MARYLAND 20706
(301) 459-4000
(301) 459-5600

1102
80

ANNE ARUNDEL COUNTY
1986 OCT 30 PM 12:44
E. AUDREY COLLISON
CLERK

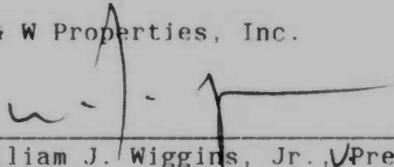


RECORD FEE 11.00
POSTAGE .50
110244 DATE: 10/27/86
OCT 30 86

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as Lot 6 BRIAR LEA and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: October 9, 1986

D & W Properties, Inc.

By:  (SEAL)
William J. Wiggins, Jr., President

AFTER RECORDATION, RETURN TO:

John Hanson Savings Bank, F.S.B.
11700 Beltsville Drive
Beltsville, Maryland 20705

↑

Mailed to Secured Party

Debtor or Assignor Form

FINANCING STATEMENT

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

Name of Debtor
 James P. McMartin
 Mary Kay Tarpy

Address
 1934-D Lincoln Dr.
 P.O. Box 4661
 Annapolis, MD 21403

SECURED PARTY

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

Attach separate list if necessary

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

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. Proceeds } of the collateral are also specifically covered.
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

James P. McMartin
Mary Kay Tarpy

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY *Laura D. Oakes*
 LAURA 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 OCT 30 PM 12:58
 F. AUDREY COLLISON
 CLERK



RECORD FEE 12.00
 RECORD TAX 21.00
 POSTAGE .50
 1986 OCT 30 11:59
 OCT 30 1986

12-22
 26-22
 50

264442

BOOK 504 PAGE 347

Debtor or Assignor Form

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 Only).

Name of Debtor

Address

Cindan, Inc. t/a Master Graphics

31 Old Solomons Island Road
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, all inventory, all accounts now owned and all equipment, inventory and accounts acquired by Borrower and all proceeds (cash & non-cash) of such equipment, inventory and accounts.

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)
Cindan, Inc.
t/a Master Graphics

Secured Party (or Assignee)

BY:

Synthia A. Rose

FARMERS NATIONAL
BANK OF MARYLAND

[Signature]

BY

[Signature]

Type or print names under signatures

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

Mailed to Secured Party

1996 OCT 30 PM 2:31
CR CLERK
AUBREY COLLISON
CLERK

12.99
140.00
152.99

Not to be recorded in
Land Records

Subject to Recordation Tax:
Principal Amount is \$1,020,000.00

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: September 9, 1986

FINANCING STATEMENT

1. Debtor: Address:
NEW ENGLAND DEVELOPERS, INC. 7631 McWhorter Place,
Mark Clark Suite 311
Annandale, Virginia 22003
2. Secured Party: Address:
UNION TRUST COMPANY OF P.O. Box 1077
MARYLAND Baltimore, Maryland 21203
3. This Financing Statement covers:
 - (a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and
 - (b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and
 - (c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

CR
CLERK

1986 NOV -9 PM 8:35
NOT RECORDED

[Handwritten signature]

14.5

(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 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:

NEW ENGLAND DEVELOPERS, INC.

SECURED PARTY:

UNION TRUST COMPANY OF
MARYLAND

By

Mark Clark - Pres
Mark Clark, President

Mark Clark
Mark Clark, individually

NEFS1227.176 c-1

By

Elizabeth M. Wright
Asst Vice President

BOOK 504 PAGE 350

SCHEDULE A

All those lots of ground in Anne Arundel County, Maryland being known and designated as Lots Nos. 61, 62, 65, 66, 69, 70, 199, 200, 202 and 203 as shown on Plat #2 entitled "PLEASANT PLAINS", said plat being recorded among the Land Records of Anne Arundel County, Plat Book 3, page 32.

Mailed to Secured Party



FINANCING STATEMENT

264444

This Financing Statement is presented to a filing officer for filing pursuant to Section 9-402 of the Commercial Law Article of the Annotated Code of Maryland.

1. Name of Debtor (Assignor)

First Pullman Corporation

Address of Debtor (Assignor)

1821(B) Margaret Avenue

Annapolis, Maryland 21403

2. Name of Secured Party (Assignee)

Kitrade International Ltd.

Address of Secured Party (Assignee)

c/o Michael Harrison

133 Ebury Street

London, SW1

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

- a. A continuing security interest in all accounts, accounts receivable, notes, choses in action, contract rights and general intangibles, now existing or hereafter acquired, together with merchandise returns and other goods represented thereby (delivered or undelivered) together with the proceeds thereof of whatever kind and nature.
- b. A continuing security interest in all present and hereafter acquired inventory as defined in the Uniform Commercial Code, wherever located, including but not limited to raw materials, work in process and finished goods.

4. Proceeds and products of Collateral are also covered.

CP
CLERK

1986 NOV -3 AM 9:55

W. J. COLLISON
CLERK

RECORD FEE 11.00
POSTAGE .50

NOV 3 1986

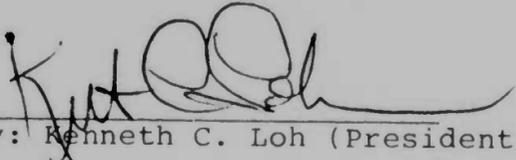
5. The underlying secured transaction being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Article 81, Secs. 277, 278, Annotated Code of Maryland, as amended.

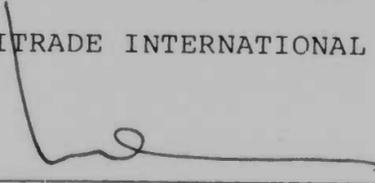
Debtor (Assignor)

Secured Party (Assignee)

FIRST PULLMAN CORPORATION

KITRADE INTERNATIONAL LTD.


By: Kenneth C. Loh (President)


By: _____

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

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)
GOULD INC. (LESSEE)
DEFENSE ELECTRONICS DIVISION
6711 Baymeadow Drive
Glen Burnie, MD 21061

2 ~~Debtor(s)~~ (Last Name First) and address(es)
MILLER-MULL & COMPANY (LESSOR)
60 Gould Center, Suite 202
Rolling Meadows, IL 60008

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

SEARCH FEE 11.00
STAMP .50
TOTAL 11.50

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

COLLATERAL: AT&T Information Systems telephone equipment as listed on Exhibit A (including any and all repairs, substitutions and replacements thereof and any and all features, modifications, and additions thereto), together with any and all proceeds and payments therefrom and thereunder, and all proceeds of the foregoing collateral.

ASSIGNEE OF SECURED PARTY
First National Bank of Cicero
6000 West Cermak Road
Cicero, IL 60650

Equipment Location: Gould Inc., Defense Electronics Division
6711 Baymeadow Drive
Glen Burnie, MD 21061

"COLLATERAL IS NOT SUBJECT TO RECORDATION TAX."

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional Sheets presented: 1

Filed with: County Recorder - Anne Arundel, MD

GOULD INC.
By: *R. M. Miller*
Signature(s) of Debtor(s)

By: *R. M. Miller*
Signature of Secured Party

(STANDARD)

(3) FILING OFFICER COPY - ALPHABETICAL

UCC-1 Modern Lien Forms CHICAGO

Mailed to Secured Party

RECEIVED BY SECURED PARTY
CR CLERK

1986 NOV -3 AM 10:04

E. AUBREY COLLISON
CLERK

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 240122

RECORDED IN LIBER 443 FOLIO 139 ON 10/21/81 (DATE)

1. DEBTOR

Name Coastal Heating & Air Conditioning Co., Inc.
Address 25 Hudson Street Annapolis, Maryland 21401

2. SECURED PARTY

Name BORG WARNER ACCEPTANCE CORPORATION
Address 1900 SULPHUR SPRING ROAD
BALTIMORE MARYLAND 21227

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

3. Maturity date of obligation (if any)

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

CHECK FORM OF STATEMENT

PLEASE AMEND SECURED PARTY'S ADDRESS TO:
1900 SULPHUR SPRING ROAD
BALTIMORE MARYLAND 21227

ALSO, PLEASE AMEND DEBTOR'S ADDRESS TO INCLUDE:
11 Hudson Street
Annapolis, Maryland 21401

1986 NOV 3 10:01 AM
CR CLERK

Mailed to Secured Party

1050

Dated OCTOBER 9, 1986
SIGNATURE OF DEBTOR
Glenn Conklin, President

(Signature of Secured Party)
D.R. Williams, Credit & Collections Mgr
True as Print Above Name of Above Line

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

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 454 Page No. 462
Identification No. 244486 Dated Oct. 1, 1982

1. Debtor(s) Vincent P. & Karen S. Centurelli
Name or Names—Print or Type
41 Elmwood Court Arnold Md. 21012
Address—Street No., City—County State Zip Code

2. Secured Party CentraBank
Name or Names—Print or Type
201 N. Charles Street Baltimore Md. 21202
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>

1986 NOV -3 AM 10:05



Mailed to Secured Party

Dated: October 9, 1986

CentraBank
Name of Secured Party
Mary J. Shue
Signature of Secured Party
Mary J. Shue, A.V.P.
Type or Print (Include Title if Company)

1050

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 504 PAGE 356 Identifying File No. 264416

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

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

This financing statement Dated 7-25-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Munao, Inc. II 2-510-712
Address Mountain Road & Old Annapolis Roads Glen Burnie, MD 21061

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any)

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

"EXEMPT FROM RECORDATION TAX"

Any and all present and hereafter acquired inventory including, but not by way of limitation, motor fuel, motor oils, tires, batteries, and automotive accessories.

Any and all present and hereafter acquired accounts, notes receivable, chattel paper, contract rights, general intangibles, documents, instruments, security agreements, notes, checks, money, bank accounts, negotiable instruments and documents, choses in action, and lien rights.

CHECK THE LINES WHICH APPLY

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

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

(Signature of Debtor)

Munao, Inc. II
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)

Exxon Company U.S.A.

Type or Print Above Signature on Above Line

1986 NOV -3 AM 10:05

11.00
1003259
11 3 86

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 262110

RECORDED IN LIBER 498 FOLIO 390 ON 6-2-86 (DATE)

1. DEBTOR

Name Triangle General Contractors, Inc.

Address 557 Ritchie Highway, Severna Park, MD 21146 (AA County)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Ave., Baltimore, Maryland 21227

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>One (1) Dresser 175C Crawler Loader SN 4050 One (1) Dresser TD 12 Crawler Dozer SN 902 One (1) Dresser 412B Scraper SN 16539 One (1) Hyster C 612 Vibratory Roller SN 1728</p>	

Dated October 14, 1986

State Eq., Div. Secorp National, Inc.

Joan M. Pressimone
(Signature of Secured Party)

Joan M. Pressimone, Br. Sec.

Type or Print Above Name on Above Line

1050

Mailed to Secured Party

1986 NOV - 3 AM 10:05
E. AUGUST & COLLISON

10.00
-50
109.00
82 5 86

Clerk of the Circuit Court
Anne Arundel County
P. O. Box 71
Annapolis, Maryland
21404

264417

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

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256361,
RECORDED IN LIBER 484 FOLIO 378 ON 04/24/85 (DATE).

<p>2. Name and address of Debtor(s) General Concrete Pumping Service, INC. 1023 Dorsey Road Glen Burnie, Maryland 21061</p>	<p>3. Name and address of Secured Party C.I.T. Corporation 1301 York Road Lutherville, Maryland 21093</p>
---	---

4. After recording, this statement is to be returned to C.I.T. Corporation at

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:

Dated _____

[Handwritten Signature]
(Signature of Secured Party)

C.I.T. Corporation
(Type or Print Name of Secured Party on Above Line)

1050

Mailed to Secured Party

264443

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 5/22/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MONROE, Donald P. & MONROE, D. PURDY
Address 8556 London Bridge Way, Lutherville, MD 21093

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION
Address 303 Second Street
Annapolis, MD 21403
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

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

1981 34' Marine Trader Trawler fiberglass hull #ETY33428M81B
1981 120 HP Ford Lehman diesel engine

Home anchorage/winter: Pasadena, MD

ASSIGNEE:
MIDLANTIC NATIONAL BANK
2 Broad Street
Bloomfield, N.J. 07003

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

Signature of Debtor: Donald P. Monroe

Donald P. Monroe
Type or Print Above Name on Above Line

Signature of Debtor: D. Purdy Monroe

D. Purdy Monroe
Type or Print Above Signature on Above Line

Signature of Secured Party

First Commercial Corporation
Type or Print Above Signature on Above Line

CR CLERK

Handwritten initials/signature

Mailed to Secured Party

1986 NOV -3 AM 10:07

FINANCING STATEMENT FORM UCC-1

Identifying File No. 261450

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

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

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

This financing statement Dated 9-30-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A&E Foods, Inc.
Address MD Wholesale Produce Market, Building B, Unit #45, Jessup, MD 20794

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) 1987 Nissan model CMA83F S/N JNAMA83J0HGF40149 with Duralite 16' Refrigerated Van body S/N

Name and address of Assignee
Deutsche Credit Corporation
4 Greentree Center, Suite #204
Marlton, NJ 08054



*NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

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

Mailed to Secured Party

Angelo Toutzis Pres.
(Signature of Debtor)

Angelo Toutzis, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gary W. Dellinger
(Signature of Secured Party)

Gary W. Dellinger, Vice-President
Type or Print Above Signature on Above Line

1986 NOV -3 AM 10:07

11

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) Moats, Richard N. & Najiba 7941 Pipers Path Glen Burnie, Md 21061	2 Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Virginia 22306	For Filing Officer (Date, Time, Number, and Filing Office) RECEIVED FEE 12.00 TAXES .50 NOV - 03 11:00 AM 2004 41 NOV 3 06
4. This financing statement covers the following types (or items) of property: 8 replacement windows CONDITIONAL SALES CONTRACT TAX EXEMPT		5. Assignee(s) of Secured Party and Address(es) Barclays American/Fin. 424 Maple Avenue East Vienna, Virginia 22180

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

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

Filed with: ANNE ARUNDEL COUNTY

By: Richard N. Moats Signature(s) of Debtor(s)
 RICHARD N. MOATS
 NAJIBA MOATS

By: John Signature(s) of Secured Party(ies)
 USECC

(1) Filing Officer Copy - Alphabetical
 Whse Cont 11179008
 STANDARD FORM - FORM UCC-1.

12/50
 12/21

Mailed to Secured Party

RECEIVED FOR RECORD
 NOV 3 10:08 AM
 ANNE ARUNDEL COUNTY
 CR
 CLERK

264452

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) Moats, Richard N. & Najiba 7941 Pipers Path Glen Burnie, Maryland 21061	2. Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Virginia 22306	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property 5 replacement windows & 1 Patio door CONDITIONAL SALES CONTRACT TAX EXEMPT		5. Assignee(s) of Secured Party and Address(es) Barclays American/Fin. 424 Maple Avenue East Vienna, Virginia 22180

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

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

Filed with: ANNE ARUNDEL COUNTY

By: Richard N. Moats Sr.
 Signature(s) of Debtor(s)
 + Najiba Moats
 Signature(s) of Debtor(s)
 NAJIBA MOATS

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

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

Whse Cont 11179008

156
 95
 1



Mailed to Secured Party

1986 NOV -3 AM 10:08

E. AUBREY COLLISON
 CLERK

264453

BOOK 504 PAGE 364

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)
Knight, Bud & Beatrice
915 Lombardee Circle
Glen Burnie, Md 21061

2 Secured Party(ies) and address(es)
U.S. Energy Conservation Corp.
6911 Richmond Highway
Alexandria, Virginia 22306

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

RECORDED FEE 12.00
FILING FEE 1.50
NOV 3 1986

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

8 replacement windows

CONDITIONAL SALES CONTRACT
TAX EXEMPT

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

Barclays American/Fin.
424 Maple Avenue East
Vienna, Virginia 22180

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

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

Filed with: ANNE ARUNDEL COUNTY

By: Ethan M. Knight
Beatrice C. Knight
Signature(s) of Debtor(s)
BEATRICE C KNIGHT

By: U.S. Energy Conservation Corp.
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical
Whse Cont 11179008

12/1/86

1986 NOV -3 AM 10:08
E. AUDREY COLLISON
CLERK



Mailed to Secured Party

264454

BOOK 504 PAGE 365

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) Weight, Marian 709 Snowden Lane GlenBurnie, Md 21061	2 Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Virginia 22306	For Filing Officer (Date, Time, Number, and Filing Office) NOV 03 11:00 AM 109:45 NOV 3 1985
4 This financing statement covers the following types (or items) of property: 5 replacement windows & 1 patio door CONDITIONAL SALES CONTRACT TAX EXEMPT		5 Assignee(s) of Secured Party and Address(es) Barclays American/Fin. 424 Maple Avenue East Vienna, Virginia 22180

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

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

Filed with: ANNE ARUNDEL COUNTY

By: Marian R. Weight Signature(s) of Debtor(s)
 By: [Signature] Signature(s) of Secured Party(ies)
 MARION R WEIGHT STANDARD FORM - FORM UCC-1.
 (1) Filing Officer Copy - Alphabetical

Whse Cont 11179008

11/5

1985 NOV -3 AM 10: 08
 ANNE ARUNDEL COUNTY
 AUDREY COLLISON
 CLERK



Mailed to Secured Party

264455

BOOK 504 PAGE 366

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) Rohrback, Phyllis 105 First Avenue Glen Burnie, Md 21061	2 Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Virginia 22306	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: 10 replacement widnows CONDITIONAL SALES CONTRACT TAX EXEMPT		5. Assignee(s) of Secured Party and Address(es) Barclays American/Fin. 424 Maple Avenue East Vienna, Virginia 22180

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

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

Filed with: ANNE ARUNDEL COUNTY

By: Phyllis R. Rohrback Signature(s) of Debtor(s)
 By: [Signature] Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical
 Whse Cont 11179008
 STANDARD FORM - FORM UCC-1.

11/50

Mailed to Secured Party

1988 NOV -3 AM 10:08

F. WISSEY COLLISON

CR CLERK

264456

BOOK 504 PAGE 367

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) Taylor, John & Viola 215 Warfield Road Glen Burnie, Md 21061	2 Secured Party(ies) and address(es) U.S. ENERGY CONSERVATION CORP. 6911 RICHMOND HIGHWAY, #490 ALEXANDRIA, VIRGINIA 22306	For Filing Officer (Date, Time, Number, and Filing Office) 1986 FEB 12.00 1986 FEB 12.00 1986 FEB 12.00
4. This financing statement covers the following types (or items) of property: 11 replacement windows CONDITIONAL SALES CONTRACT TAX EXEMPT		5 Assignee(s) of Secured Party and Address(es) Barclays American/Fin. 424 Maple Avenue, East Vienna, Virginia 22180

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

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

Filed with ANNE ARUNDEL COUNTY

X John J. Taylor
 By Viola S. Taylor
 Signatures of Debtor(s)
 VIOLA S. TAYLOR

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

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

1250

Mailed to Secured Party

1986 NOV -3 AM 10:08
 E. AUREY COLLISON



264457

BOOK 504 PAGE 368

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)
Lange, Thomas M. & Rosemarie K.
1217 Montgomery Drive
Glen Burnie, Md.
21061

2 Secured Party(ies) and address(es)
U.S. Energy Conservation Corp.
6911 Richmond Highway
Alexandria, Virginia 22306

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

RECORD FEE 12.00
STAMP .70
TOTAL 12.70
NOV 3 1986

4. This financing statement covers the following types (or items) of property:
6 Double Hung style Energy Lock III
2 Two section slider Energy Lock III
Includes capping, sunglasses & screens.
CONDITIONAL SALES CONTRACT
TAX EXEMPT

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

Barclays American/Fin.
424 Maple Avenue East
Vienna, Virginia 22180

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

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

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

Filed with: ANNE ARUNDEL COUNTY

By: Thomas M. Lange
THOMAS M. LANGE
Rosemarie K. Lange
ROSEMARIE K. LANGE
Signature(s) of Debtor(s)

By: USECC
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Whse Cont 11179008

12-14

Mailed to Secured Party

RECEIVED BY FILING OFFICER
ANNE ARUNDEL COUNTY
1986 NOV -3 AM 10:08
E. AUBREY COLLISON
CLERK

264458

BOOK 504 PAGE 369

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) Carter-Shreves, Diane M. 2009 Preston Road Glen Burnie, Md 21061	2. Secured Party(ies) and address(es) U.S. Energy Conservation Corp. 6911 Richmond Highway Alexandria, Virginia 22306	3. For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 FILING FEE .50 TOTAL FEE 11.50 NOV 02 09 20 1986 NOV 3 86
--	--	---

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

5 replacement windows

*CONDITIONAL SALES CONTRACT
TAX EXEMPT*

5. Assignee(s) of Secured Party and Address(es)
Barclays American/Fin.
424 Maple Avenue East
Vienna, Virginia 22180

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

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

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

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

Filed with ANNE ARUNDEL COUNTY

By *Diane M. C. Shreves* UJCC

By *DIANE M. CARTER-SHREVES* *J. J. Collins*

Signatures(s) of Debtor(s) Signatures(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical
Whse Cont 11179008

STANDARD FORM - FORM UCC-1.

11/50

1986 NOV -3 AM 10:08
 FILED TO SECURED PARTY
 J. J. COLLISON
 CLERK

CR
CLERK

UNIFORM COMMERCIAL CODE – FINANCING STATEMENT

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name (Last Name First) POLLUX CORP.	2. Debtor(s) Complete Address(es) 8280 Patuxent Range Rd. Jessup, Md. 20794	
3. & 4. Secured Party(ies) and Complete Address(es) First American Bank, N.A. 1325 G. St. NW. Washington, D.C. 20005	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe) THERMWOOD 5 Aerospace 5-Axis CNC Machining System, together with all parts, fittings, accessories, equipment, special tools, renewals and replacements of all or any part thereof.		
8a. <input checked="" type="checkbox"/> Proceeds are also covered. 8b. <input checked="" type="checkbox"/> Products of collateral are also covered.		No. of additional sheets presented. ()
Filed with Circuit Court Clerk of <u>ANNE ARUNDEL</u> County; Other		
9. Transaction is (), is not (<input checked="" type="checkbox"/>), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____.		
10. This statement is to be returned after recordation to: FIRST AMERICAN BANK, N.A. ATT: R.G. Sutherland, V.P. 1325 G. St. NW. Washington DC 20005		
Signature(s) of Debtor(s) POLLUX CORP., BY: Anthony F. Wolf, V.P./Treasurer		Signature(s) of Secured Party(ies) or Assignee(s) First American Bank, N.A., Washington, D.C. by <u>Robert G. Sutherland</u>
<u>Anthony F. Wolf</u>		<u>V.P.</u>

Mailed to Secured Party

BOOK 504 PAGE 372

264461

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

012597

No. of Additional Sheets Presented:

Maturity Date 3. (Optional):

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

Nusbaumer, Jennifer
1004 Spa Rd. Apt. # 201
Annapolis, MD. 21403

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

Bank of Kimberling City
P. O. Box 580
Kimberling City, Mo. 65686

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

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

Wedding Ring (1'ct.)	2--Gold Pinky Rings
Diamond & Ruby Cocktail Ring	Tri-Gold Bracelet
Diamond Necklace	2 Gold Chain Bracelets
Diamond Earrings	Gold Bangle Bracelet

Proceeds—

Products of the Collateral are Also Covered:

6. To be Recorded in Real Estate Mortgage Records

7. Description of Real Estate:

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

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

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

By: *Jennifer Nusbaumer*
Signature(s) of Debtor(s)

By: *Letty Spierky*
Signature(s) of Secured Party(ies)

Approved By: *James Kirkpatrick*
Secretary of State

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

Mailed to Secured Party

1986 NOV -3 AM 10:08

MISSOURI CLERK
S. AUBREY COLLISON
CLERK



STATE OF MARYLAND

BOOK 504 PAGE 374

~~201168~~

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

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

RECORDED IN LIBER 504 FOLIO 373 ON _____ (DATE)

1. DEBTOR

Name The Yacht Basin Company Inc.

Address 2 Compromise Street-P.O. Box 168, Annapolis, MD 21404

2. SECURED PARTY

Name Centron Financial Services, Inc.

Address Route 9 & The Garden State Parkway
P.O. Box 74, New Gretna, N.J. 08224

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

3. Maturity date of obligation (if any) March, 1987

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.)

Security Savings and Loan Association
18 Northeast Avenue
Vineland, N.J. 08360

CR

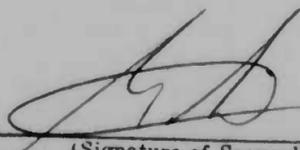
RECEIVED BY THE CLERK OF THE COURT

1986 NOV -3 PM 12:19

E. AUBREY COLLISON
CLERK

1050

Dated 10-10-86


(Signature of Secured Party)

Centron Financial Services, Inc.
BY: Annette S. Maslanka, Power of Atty.
Type or Print Above Name on Above Line

BOOK 504 PAGE 375

264464

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) AMERICAN SAVINGS & LOAN ASSOC. 77 West 200 South Salt Lake City, Utah 84101	2 Secured Party(ies) Name(s) and Address(es) SHAWMUT BANK OF BOSTON ONE FEDERAL STREET BOSTON, MA	4 For Filing Officer: Date, Time No. Filing Office <i>REC'D 11:00 AM NOV 3 1986</i>	
5 This Financing Statement covers the following types (or items) of property Per the attached Schedule A of one page, which by reference to is made a part hereof.		6 Assignee(s) of Secured Party and Address(es)	
<input type="checkbox"/> Products of the Collateral are also covered		7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)	
8 Describe Real Estate Here	<input type="checkbox"/> This statement is to be indexed in the Real Estate Records	9 Name of a Record Owner	
No. & Street	Town or City	County	Section Block Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s).	
AMERICAN SAVINGS & LOAN ASSOC. By <i>[Signature]</i> V.P. Signature(s) of Debtor(s)		SHAWMUT BANK OF BOSTON By <i>[Signature]</i> V.P. Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)	

(3/83)

Filing Office Copy - Numerical

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

1986 NOV - 3 PM 12:20
E. AUSTIN COLLISON
CLERK

CR
CLERK

SCHEDULE "A"

This Schedule "A" is attached to and becomes a part of the UCC-1 Financing Statement by and between AMERICAN SAVINGS & LOAN ASSOCIATION a corporation 77 West 200 South Salt Lake City, Utah 84101 as Debtors and SHAWMUT BANK OF BOSTON, as Secured Party.

All right, title and interest of AMERICAN SAVINGS & LOAN ASSOCIATION a corporation 77 West 200 South Salt Lake City, Utah 84101 in that certain Lease Number 085179 dated September 1, 1982, Equipment Schedule# 11 & 12, between AMERICAN SAVINGS & LOAN ASSOCIATION a corporation 77 West 200 South Salt Lake City, Utah 84101, as successor Lessor and WESTINGHOUSE ELECTRIC CORPORATION, as Lessee, and all proceeds thereof including lease payments and other sums due or to become due under said Lease.

All inventory that is subject to said Lease now in possession of the Debtor as Lessor or Lessee named above, wherever located and all modifications and attachments thereto, replacements thereof and substitutions therefore in whole or in part and all proceeds thereof.

<u>MANUFACTURER</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>
<u>EQUIPMENT SCHEDULE #11</u>			
SPERRY CORPORATION	7053-97	First Cache Storage	606
	K3351-00	Memory Exp	1190
	(2) 8480-97	Disk Drive	1639, 1658
	(2) F2718-02	Dual Accessl	1639, 1658
	(2) F4025-01	Upgrade	270000, 270001
	(2) 5057-87	SAS Processor	5806, 5845
	F3118-00	Dual Access	1114
	F3118-01	7053 Expansion	1092
	7053-96	Cache Exp	608
	F3117-02	Segment Disc Table	262
	(2) F3192-02	8040 Attachment	210366, 210377

<u>EQUIPMENT SCHEDULE #12</u>			
SPERRY CORPORATION	5057-93	High Performance	6133-00
	F2994-00	Four Channel Capacity	6133-01
	(2) 8480-97	8480 Disk Storage	2144-00, 2145-00
	(2) F2718-02	Dual Access	2144-01, 2145-01

Equipment Located: Baltimore Maryland
 Defense & Space Center
 Ft. Meade Road - BWI
 Baltimore, MD 21203

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264465

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

If transaction or transactions wholly or partially subject to 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 Corman Construction, Inc.
Address 8111 Annapolis Jct. Road Jessup, Md 20794

2. SECURED PARTY

Name L.B. SMith, Inc.
Address P.O. Box 8658, Balt/Wash Exp & Dorsey Rd
Baltimore, MD 21240

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

3. Maturity date of obligation (if any)

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

- Terex TS-14B S/N 73008
Terex TS-14B S/N 72722
Terex 82-30 S/N 63517

Handwritten notes and stamps in the right margin.

SECURED NOT SUBJECT TO RECORDATION TAX.

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L.B. SMITH, INC .

CHECK THE LINES WHICH APPLY

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)

XX (Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

Handwritten signature of Corman Const., Inc.

(Signature of Debtor)

Corman Const., INC.

Type or Print Above Signature on Above Line

Handwritten signature of Bruce Dean

(Signature of Secured Party)

Bruce Dean/ Bus. Mgr.

Type or Print Above Signature on Above Line

CR CLERK stamp

Mailed to Secured Party stamp

1996 NOV -3 PH12:20
AUBREY COLLISON CLERK stamp

1130 handwritten note

FINANCING STATEMENT

1986 NOV - 3 PM 12:24
CR CLERK

- 1. To Be Recorded in the Land Records at _____
- 2. To Be Recorded among the Financing Records at Anne Arundel County Court House
- 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): R.R. Parks Construction Co., Inc. Address(es): P.O. Box 1528 Annapolis, MD 21404

6. Secured Party: Maryland National Bank Address: Department: Church Circle
 Attention: Debi Phipps 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 to 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: R.R. Parks Construction Co., Inc. Secured Party: Maryland National Bank

By: [Signature] (Seal)
Type name and title, if any: Jerome J. Parks, Pres.

By: [Signature] (Seal)

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

Debra L. Phipps, Manager
Type name and title

1150

BOOK 504 PAGE 379

THIS SCHEDULE A IS ATTACHED TO AND MADE A PART OF
A SECURITY AGREEMENT DATED October 7, 1986 BETWEEN
MARYLAND NATIONAL BANK AND R.R. Parks Construction Co.
Jerome J. Parks, President

- 1) 125E Model Loader/International Hough Diesel Crawler
Serial #9694

[Handwritten signature]

Mailed to Secured Party

BOOK 504 PAGE 380

264467

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) Alarm Service, Inc., R.I. Service Company, Alarm Data Corp of Florida and Alarm Data Corp of California 1991 Moreland Parkway Annapolis, MD 21401	2. Secured Party(ies) and address(es) Sovran Bank of Maryland, N.A. (formerly Suburban Bank) 6411 Ivey Lane, #310 Greenbelt, MD 20770	3. Maturity date (if any): For Filing Officer (Date, Time and Filing C
4. This statement refers to original Financing Statement bearing File No. <u>253649 Book 477 page 275</u> Filed with <u>Anne Arundel County</u> Date Filed <u>August 29</u> 19 <u>84</u>		RECEIVED FEE 10:00 1984 AUG 29 11:45 10/1/84
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: 0

SOVRAN BANK OF MARYLAND, N.A.

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

By: _____
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

(1) Filing Officer 10/50

Mailed to Secured Party

MARYLAND NATIONAL BANK

264463

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 \$ 135,000.00 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)
 James W. Goode 756 Whitney Landing Drive
 Margaret L. Goode Crownsville, Maryland 21032

RECORDED
 NOV 3 1986
 12:30
 100
 10440
 3 86

1986 NOV -3 PM 12:25
 C. ALVIN C. COLLISON
 CLERK

6 Secured Party
 MARYLAND NATIONAL BANK
 Attention Patricia A. Hicks

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 October 24, 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):
James W. Goode (SEAL)
 James W. Goode
Margaret L. Goode (SEAL)
 Margaret L. Goode

Secured Party
 MARYLAND NATIONAL BANK
 By Patricia A. Hicks (SEAL)
 Patricia A. Hicks
 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.

853 H ED 1/85
 1780

PROPERTY DESCRIPTION

BOOK

504

PAGE

382

Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel (_____ Election District), State of Maryland , and more particularly described as follows:

BEING all that lot of ground known and designated as Lot 3 as shown in Plat of William H. Koellner, et ux, which Plat is recorded among the Land Records of Anne Arundel County, in Liber G.T.C. No. 1457, Folio 49. The improvements thereon being known as 820 Fairview Avenue.

Mailed to Secured Party

BOOK 504 PAGE 383

261469

2101486TMD
A-4A-1A

RECORD: CHATTEL RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

October 31, 1986

Not subject to Recordation Tax
Principal amount of debt secured is:
\$600,000.00

RECORD FEE 18.00
POSTAGE 50
ANNE ARUNDEL COUNTY, MARYLAND
NOV 5 1986

FINANCING STATEMENT

- 1. DEBTOR: Address:
SOL COOPER and 2825 Southaven Road
LENORA COOPER Annapolis, Maryland 21401
- 2. SECURED PARTY: Address:
FIRST AMERICAN BANK OF MARYLAND 8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Real Estate Department
- 3. TRUSTEES: Address:
WILLIAM E. THOMPSON and 8401 Colesville Road
MARY C. SWAIN Silver Spring, Maryland 20910
Attention: Real Estate Department
- 4. THIS FINANCING STATEMENT COVERS:

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switch-

1852

1986 NOV -5 AM 10:29

-1-

E. MURPHY COLLISON
CLERK



boards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

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

All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

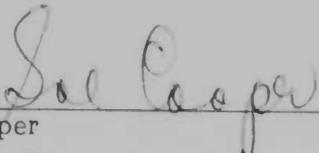
BOOK 504 PAGE 385

WITNESS:

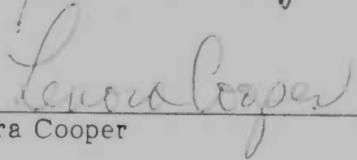




DEBTOR:



Sol Cooper [SEAL]



Lenora Cooper [SEAL]

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

First American Bank of Maryland
8401 Colesville Road
Silver Spring, Maryland 20910
Attention: Mary C. Swain
Real Estate Department

BOOK 504 PAGE 386

Being known and designated as Lot No. 5 as shown on the Plat entitled "PLAT THREE, MIDWAY INDUSTRIAL PARK", Plat No. 3093, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 58, folio 18.

Mailed to Secured Party

Exhibit "A"

(Description of Real Property)

264470

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax
 Subject to Recordation Tax; Principal
Amount is \$ 0.00

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

Name of Debtor

Address

CONTEMPORARY YACHTS, LTD.

Bembe Beach Road
Annapolis, MD 21403

RECORDING FEE 11.00
POSTAGE .50
TOTAL 11.50

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md. 21401

Attach separate
list if necessary

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

INVENTORY NOW OWNED AND HEREAFTER ACQUIRED OF NEW AND USED
BOATS, TOGETHER WITH ALL ACCESSORIES AND 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:

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)
CONTEMPORARY YACHTS, LTD.

BY: *Warren A. Campbell, III*
Warren A. Campbell, III, President

Secured Party (or Assignee)

FARMERS NATIONAL
BANK OF MARYLAND

CR
CLERK

1986 NOV -5 AM 11:57
E. AUGER / COLLISON
CLERK

BY *Danna J. Stevens*

Type or print names under signatures

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

11/50

Mailed to Secured Party

BOOK 504 PAGE 388

264471

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)

R. H. Macy & Co., Inc.
(formerly Macy Acquiring Corp.)
151 West 34th Street
New York, New York 10001

2 Secured Party(ies) and address(es)

Wilmington Trust Company
and William J. Wade,
as Trustees
Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

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

NOV - 5 PM 12:01
COLLISION

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

All of Debtor's now owned and existing and hereafter acquired accounts, machinery, equipment, fixtures, goods (exclusive of all personal property sold or to be sold by the Debtor in the ordinary course of its retail business and returned and repossessed goods), chattel paper, general intangibles, instruments and documents, wheresoever located, as more particularly described on Exhibit A attached hereto and made a part hereof.

NOT SUBJECT TO RECORDATION TAX

5 ASSIGNEE OF SECURED PARTY

RECORDED
INDEXED
NOV 5 1986

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: 6

Filed with: Circuit Court Clerk of Anne Arundel County, Maryland

R. H. MACY & CO., INC.

By: Donald Eugene
Signature(s) of Debtor(s)
Donald Eugene, V.P.

By: _____
Signature of Secured Party

(STANDARD)
FILING OFFICER COPY-ALPHABETICAL

Exhibit A
to
Financing Statement

BOOK 504 PAGE 389

Debtor:

R.H. Macy & Co., Inc.
(formerly Macy Acquiring Corp.)
151 West 34th Street
New York, New York 10001

Secured Party:

Wilmington Trust Company and
William J. Wade, as Trustees
Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

All of the following property, or interests in property, of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located: accounts (including, without limitation, accounts owing from American Express Company), goods (exclusive of personal property sold or to be sold by the Debtor in the ordinary course of its retail business or returned and repossessed goods), guaranties, options, warranties, choses in action, causes of action, claims, contract rights, chattel paper, notes (including, without limitation, notes receivable arising from sales of stores), acceptances, instruments, documents, rights to payments, all forms of obligations owing at any time to the Debtor, rights in warehouse receipts or documents of any kind in respect of any of the foregoing, general intangibles, good will, inventions, designs, secrets, trademarks, trademark applications, tradenames, patents, patent applications, registrations, copyrights, permits, licenses, franchises, customer lists, tax refunds, tax refund claims, leasehold and subleasehold interests in real and personal property, all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real and personal property (including, without limitation, all rents, issues and profits), rights and claims against third parties including carriers and shippers, rights to indemnification and security interests or other security held by or granted to Debtor to secure payment of Debtor's accounts, corporate or other business books and records (including, without limitation, customers lists, tenant lists, correspondence with present or prospective tenants or suppliers, advertising materials and telephone exchange numbers as identified in such materials, credit files, computer programs, printouts and other computer materials and records), any plans and specifications pertaining to any real property or any structure thereon (including, without limitation mechanical,

structural and electrical performance standards), installations and furnishings specifically designed for any of the Debtor's real property or any structure thereon (including, without limitation, communication systems, computer systems, hardware and software, HVAC and other utility installations, appraisals, engineering, soil and other reports relating to any of the Debtor's real property or any structure thereon), equipment, communications systems, machinery, fixtures, tools, all lobby, indoor and outdoor furniture (including, without limitation, tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), furnishings, appliances, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, holiday decorations and all other personal property or interests in personal property together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing (including, without limitation, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the foregoing, any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental agency, any and all other amounts paid or payable to Debtor with respect to any of the foregoing and any proceeds of insurance policies insuring any of the foregoing).

* Wilmington Trust Company and William J. Wade are acting as trustees in connection with this financing statement and not in their individual capacities.

R.H. Macy & Co., Inc.
(formerly Macy Acquiring Corp.)

By Donald Eugene
Donald Eugene, V.P.

CERTIFICATION
FOR MARYLAND DOCUMENTARY STAMPS

TO THE CLERKS, CIRCUIT COURTS FOR BALTIMORE AND ANNE ARUNDEL COUNTIES:

The undersigned hereby certifies to the Clerks, Circuit Courts for Baltimore and Anne Arundel Counties, and to the Maryland State Department of Assessments and Taxation (a) that the indebtedness to which this Financing Statement relates is the same indebtedness which is the subject of a certain Deed of Trust, Security Agreement, Assignment of Rents, Profits and Leases, Financing Statement and Fixture Filing dated July 14, 1986 by and between R.H. Macy & Co., Inc. and Wilmington Trust Company and William J. Wade, as Trustees, relating to the real property described on Exhibit A to this certificate, (b) that the undersigned has become an additional obligor of the indebtedness which is the subject of that Deed of Trust, Security Agreement, Assignment of Rents, Profits and Leases, Financing Statement and Fixture Filing, and (c) that recordation tax was previously paid on the indebtedness evidenced and secured by such Deed of Trust, Security Agreement, Assignment of Rents, Profits and Leases, Financing Statement and Fixture Filing upon the filing on July 14, 1986 of such Deed of Trust, Security Agreement, Assignment of Rents, Profits and Leases, Financing Statement and Fixture Filing among the Land Records of Baltimore County, Maryland.

R.H. MACY & CO., INC., formerly
MACY ACQUIRING CORP.

By: Donald E. Figue
Name: Donald E. Figue
Title: VP

EXHIBIT A

ALL that certain plot, piece, or parcel of land, situate, lying and being in the County of Baltimore, State of Maryland, more particularly bounded and described as follows:

PARCEL 1:

BEING KNOWN AND DESIGNATED as Lot 1C as depicted on that certain subdivision plan entitled, "Hunt Valley Mall, Revised Record Plat", which Plat is duly recorded among the Land Records of Baltimore County, in Plat Book E.H.K.Jr. No. 46, folio 27 and being more particularly bounded and described as follows:

BEGINNING for the same at the southwest corner of Lot 1C as laid out on the Revised Record Plat of Hunt Valley Mall, Drawing No. RP-3 dated March 28, 1980 and recorded among the Plat Records of Baltimore County in Plat Book E.H.K.Jr. No. , folio , said southwest corner of Lot 1C being designated as No. 521 on said plat, said place of beginning also being distant North 50 degrees 18 minutes 14 seconds West 636.35 feet from a stone marked GLM No. 11 heretofore set at the beginning of the Fifth or South 3 degrees 14 minutes West 245 foot line of a parcel of land which by a Deed dated June 30, 1927 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 645, folio 336 was conveyed by Wilbur C. Swam and wife to The Grand Lodge of Ancient Free and Accepted Masons of Maryland and running thence from said place of beginning so as to include and embrace the aforesaid Lot 1C, the fifteen following lines viz: North 04 degrees 58 minutes 17 seconds West 189.67 feet, South 85 degrees 01 minutes, 43 seconds West 8.50 feet, North 04 degrees 58 minutes 17 seconds West 339.66 feet, South 85 degrees 01 minutes 43 seconds West 40.33 feet, North 04 degrees 58 minutes 17 seconds West 188.67 feet, North 85 degrees 01 minutes 43 seconds East 396.56 feet, North 00 degrees 25 minutes 00 seconds East 80.26 feet, Northwesterly by a line curving toward the left having a radius of 107.50 feet for a distance of 178.97 feet (the chord of said arc bearing North 47 degrees 16 minutes 38.5 seconds West 159.00 feet), South 85 degrees 01 minutes 43 seconds West 216.88 feet, Northwesterly by a line curving toward the right having a radius of 50.00 feet for a distance of 78.54 feet (the chord of said arc bearing North 49 degrees 58 minutes 17 seconds West

70.71 feet); North 04 degrees 58 minutes 17 seconds West 96.68 feet, northeasterly by a line curving toward the right having a radius of 60.00 feet for a distance of 94.25 feet (the chord of said arc bearing North 40 degrees 01 minutes 43 seconds East 84.85 feet), North 85 degrees 01 minutes 43 seconds East 162.50 feet, Northeasterly by a line curving toward the left having a radius of 50.00 feet for a distance of 78.54 feet (the chord of said arc bearing North 40 degrees 01 minutes 43 seconds East 70.71 feet) and North 04 degrees 58 minutes 17 seconds West 32.57 feet to a point on the south side of McCormick Road Extension, 70 feet wide, as laid out on the aforesaid Revised Records Plat of Hunt Valley Mall, Drawing No. RP-3 dated March 28, 1980, thence binding on the south side of said McCormick Road Extension, Easterly by a line curving toward the right having a radius of 665.00 feet for a distance of 17.50 feet (the chord of said arc bearing North 85 degrees 58 minutes 27 seconds East 17.50 feet), thence leaving said McCormick Road Extension and continuing to run so as to include and embrace the aforesaid Lot 1C, the nineteen following lines viz: South 04 degrees 58 minutes 17 seconds East 32.28 feet, Southwesterly by a line curving toward the right having a radius of 67.50 feet for a distance of 106.03 feet (the chord of said arc bearing South 40 degrees 01 minutes 43 seconds West 95.46 feet), South 85 degrees 01 minutes 43 seconds West 162.50 feet, Southwesterly by a line curving toward the left having a radius of 42.50 feet for a distance of 66.76 feet (the chord of said arc bearing South 40 degrees 01 minutes 43 seconds West 60.10 feet), South 04 degrees 58 minutes 17 seconds East 96.68 feet, Southeasterly by a line curving toward the left having a radius of 32.50 feet for a distance of 51.05 feet (the chord of said arc bearing South 49 degrees 58 minutes 17 seconds East 45.96 feet) North 85 degrees 01 minutes 43 seconds East 216.88 feet, Southeasterly by a line curving toward the right having a radius of 125.00 feet for a distance of 208.10 feet (the chord of said arc bearing South 47 degrees 16 minutes 38.5 seconds East 184.89 feet), South 00 degrees 25 minutes 00 seconds West 78.61 feet, North 85 degrees 01 minutes 43 seconds East 65.22 feet, North 25 degrees 01 minutes 43 seconds East 86.60 feet, North 85 degrees 01 minutes 43 seconds East 115.33 feet, South 27 degrees 40 minutes 00 seconds East 449.75 feet, Southeasterly by a line curving toward the right having a radius of 250.00 feet for a distance of 61.45 feet (the chord of said arc bearing South 20 degrees 37 minutes 30 seconds East 61.30 feet), South 13 degrees 35 minutes 00 seconds East 126.55 feet, Southerly by a line curving toward the right having a radius of 200.00 feet for a distance of 187.14 feet (the chord of said arc bearing South 13 degrees 13 minutes 21.5 seconds West 180.39 feet), South 40 degrees 01 minutes 43 seconds West 161.00 feet, North 49 degrees 58 minutes 17

BOOK 501 PAGE 394

seconds West 129.10 feet and South 85 degrees 01 minutes 43 seconds
West 536.71 feet to the place of beginning. Containing 13.318 acres
of land more or less.

Mailed to Secured Party

BOOK 504 PAGE 395

264472

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)
Macy's New Jersey, Inc.
151 West 34th Street
New York, New York 10001

2 Secured Party(ies) and address(es)
Wilmington Trust Company
and William J. Wade,
as Trustees
Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

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

RECORD FEE 29.00
POSTAGE 50
NOV 5 1988

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

All of Debtor's now owned and existing and hereafter acquired accounts, machinery, equipment, fixtures, goods (exclusive of all personal property sold or to be sold by the Debtor in the ordinary course of its retail business and returned and repossessed goods), chattel paper, general intangibles, instruments and documents, wheresoever located, as more particularly described on Exhibit A attached hereto and made a part hereof.

5 ASSIGNEE OF SECURED PARTY

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: 6

Filed with: Circuit Court Clerk of Anne Arundel County, Maryland
Macy's New Jersey, Inc.

By: *Donald Eugene*
Signature(s) of Debtor(s)
Donald Eugene, V.P.

By: _____
Signature of Secured Party

(STANDARD)
(1) FILING OFFICER COPY ALPHABETICAL

Exhibit A BOOK 504 PAGE 396
to
Financing Statement

Debtor:

Macy's New Jersey, Inc.
151 West 34th Street
New York, New York 10001

Secured Party:

Wilmington Trust Company and
William J. Wade, as Trustees *
Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

All of the following property, or interests in property, of Debtor, whether now owned or existing or hereafter acquired or arising and wheresoever located: accounts (including, without limitation, accounts owing from American Express Company), goods (exclusive of personal property sold or to be sold by the Debtor in the ordinary course of its retail business or returned and repossessed goods), guaranties, options, warranties, choses in action, causes of action, claims, contract rights, chattel paper, notes (including, without limitation, notes receivable arising from sales of stores), acceptances, instruments, documents, rights to payments, all forms of obligations owing at any time to the Debtor, rights in warehouse receipts or documents of any kind in respect of any of the foregoing, general intangibles, good will, inventions, designs, secrets, trademarks, trademark applications, tradenames, patents, patent applications, registrations, copyrights, permits, licenses, franchises, customer lists, tax refunds, tax refund claims, leasehold and subleasehold interests in real and personal property, all right, title and interest under leases, subleases, licenses and concessions and other agreements relating to real and personal property (including, without limitation, all rents, issues and profits), rights and claims against third parties including carriers and shippers, rights to indemnification and security interests or other security held by or granted to Debtor to secure payment of Debtor's accounts, corporate or other business books and records (including, without limitation, customers lists, tenant lists, correspondence with present or prospective tenants or suppliers, advertising materials and telephone exchange numbers as identified in such materials, credit files, computer programs, printouts and other computer materials and records), any plans and specifications pertaining to any real property or any structure thereon (including, without limitation mechanical,

structural and electrical performance standards), installations and furnishings specifically designed for any of the Debtor's real property or any structure thereon (including, without limitation, communication systems, computer systems, hardware and software, HVAC and other utility installations, appraisals, engineering, soil and other reports relating to any of the Debtor's real property or any structure thereon), equipment, communications systems, machinery, fixtures, tools, all lobby, indoor and outdoor furniture (including, without limitation, tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), furnishings, appliances, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures, holiday decorations and all other personal property or interests in personal property together with all accessions to, substitutions for, and all replacements, products and proceeds of the foregoing (including, without limitation, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the foregoing, any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any governmental agency, any and all other amounts paid or payable to Debtor with respect to any of the foregoing and any proceeds of insurance policies insuring any of the foregoing).

* Wilmington Trust Company and William J. Wade are acting as trustees in connection with this financing statement and not in their individual capacities.

MACY'S NEW JERSEY, INC.

By

Donald Eugene

Donald Eugene, V.P.

CERTIFICATION
FOR MARYLAND DOCUMENTARY STAMPS

TO THE CLERKS, CIRCUIT COURTS FOR BALTIMORE AND ANNE ARUNDEL COUNTIES:

The undersigned hereby certifies to the Clerks, Circuit Courts for Baltimore and Anne Arundel Counties, and to the Maryland State Department of Assessments and Taxation (a) that the indebtedness to which this Financing Statement relates is the same indebtedness which is the subject of a certain Deed of Trust, Security Agreement, Assignment of Rents, Profits and Leases, Financing Statement and Fixture Filing dated July 14, 1986 by and between R.H. Macy & Co., Inc. and Wilmington Trust Company and William J. Wade, as Trustees, relating to the real property described on Exhibit A to this certificate, (b) that the undersigned has become an additional obligor of the indebtedness which is the subject of that Deed of Trust, Security Agreement, Assignment of Rents, Profits and Leases, Financing Statement and Fixture Filing, and (c) that recordation tax was previously paid on the indebtedness evidenced and secured by such Deed of Trust, Security Agreement, Assignment of Rents, Profits and Leases, Financing Statement and Fixture Filing upon the filing on July 14, 1986 of such Deed of Trust, Security Agreement, Assignment of Rents, Profits and Leases, Financing Statement and Fixture Filing among the Land Records of Baltimore County, Maryland.

MACY'S NEW JERSEY, INC.

By: David E. Egan
Name: DAVID EGAN
Title: VP

EXHIBIT A

ALL that certain plot, piece, or parcel of land, situate, lying and being in the County of Baltimore, State of Maryland, more particularly bounded and described as follows:

PARCEL 1:

BEING KNOWN AND DESIGNATED as Lot 1C as depicted on that certain subdivision plan entitled, "Hunt Valley Mall, Revised Record Plat", which Plat is duly recorded among the Land Records of Baltimore County, in Plat Book E.H.K.Jr. No. 46, folio 27 and being more particularly bounded and described as follows:

BEGINNING for the same at the southwest corner of Lot 1C as laid out on the Revised Record Plat of Hunt Valley Mall, Drawing No. RP-3 dated March 28, 1980 and recorded among the Plat Records of Baltimore County in Plat Book E.H.K.Jr. No. , folio , said southwest corner of Lot 1C being designated as No. 521 on said plat, said place of beginning also being distant North 50 degrees 18 minutes 14 seconds West 636.35 feet from a stone marked GLM No. 11 heretofore set at the beginning of the Fifth or South 3 degrees 14 minutes West 245 foot line of a parcel of land which by a Deed dated June 30, 1927 and recorded among the Land Records of Baltimore County in Liber W.P.C. No. 645, folio 336 was conveyed by Wilbur C. Swam and wife to The Grand Lodge of Ancient Free and Accepted Masons of Maryland and running thence from said place of beginning so as to include and embrace the aforesaid Lot 1C, the fifteen following lines viz: North 04 degrees 58 minutes 17 seconds West 189.67 feet, South 85 degrees 01 minutes, 43 seconds West 8.50 feet, North 04 degrees 53 minutes 17 seconds West 339.66 feet, South 85 degrees 01 minutes 43 seconds West 40.33 feet, North 04 degrees 58 minutes 17 seconds West 188.67 feet, North 85 degrees 01 minutes 43 seconds East 396.56 feet, North 00 degrees 25 minutes 00 seconds East 80.26 feet, Northwesterly by a line curving toward the left having a radius of 107.50 feet for a distance of 178.97 feet (the chord of said arc bearing North 47 degrees 16 minutes 38.5 seconds West 159.00 feet), South 85 degrees 01 minutes 43 seconds West 216.88 feet, Northwesterly by a line curving toward the right having a radius of 50.00 feet for a distance of 78.54 feet (the chord of said arc bearing North 49 degrees 58 minutes 17 seconds West

70.71 feet); North 04 degrees 58 minutes 17 seconds West 96.68 feet, northeasterly by a line curving toward the right having a radius of 60.00 feet for a distance of 94.25 feet (the chord of said arc bearing North 40 degrees 01 minutes 43 seconds East 84.85 feet), North 85 degrees 01 minutes 43 seconds East 162.50 feet, Northeasterly by a line curving toward the left having a radius of 50.00 feet for a distance of 78.54 feet (the chord of said arc bearing North 40 degrees 01 minutes 43 seconds East 70.71 feet) and North 04 degrees 58 minutes 17 seconds West 32.57 feet to a point on the south side of McCormick Road Extension, 70 feet wide, as laid out on the aforesaid Revised Records Plat of Hunt Valley Mall, Drawing No. RP-3 dated March 28, 1980, thence binding on the south side of said McCormick Road Extension, Easterly by a line curving toward the right having a radius of 665.00 feet for a distance of 17.50 feet (the chord of said arc bearing North 85 degrees 58 minutes 27 seconds East 17.50 feet), thence leaving said McCormick Road Extension and continuing to run so as to include and embrace the aforesaid Lot 1C, the nineteen following lines viz: South 04 degrees 58 minutes 17 seconds East 32.28 feet, Southwesterly by a line curving toward the right having a radius of 67.50 feet for a distance of 106.03 feet (the chord of said arc bearing South 40 degrees 01 minutes 43 seconds West 95.46 feet), South 85 degrees 01 minutes 43 seconds West 162.50 feet, Southwesterly by a line curving toward the left having a radius of 42.50 feet for a distance of 66.76 feet (the chord of said arc bearing South 40 degrees 01 minutes 43 seconds West 60.10 feet), South 04 degrees 58 minutes 17 seconds East 96.68 feet, Southeasterly by a line curving toward the left having a radius of 32.50 feet for a distance of 51.05 feet (the chord of said arc bearing South 49 degrees 58 minutes 17 seconds East 45.96 feet) North 85 degrees 01 minutes 43 seconds East 216.88 feet, Southeasterly by a line curving toward the right having a radius of 125.00 feet for a distance of 208.10 feet (the chord of said arc bearing South 47 degrees 16 minutes 38.5 seconds East 184.89 feet), South 00 degrees 25 minutes 00 seconds West 78.61 feet, North 85 degrees 01 minutes 43 seconds East 65.22 feet, North 25 degrees 01 minutes 43 seconds East 86.60 feet, North 85 degrees 01 minutes 43 seconds East 115.33 feet, South 27 degrees 40 minutes 00 seconds East 449.75 feet, Southeasterly by a line curving toward the right having a radius of 250.00 feet for a distance of 61.45 feet (the chord of said arc bearing South 20 degrees 37 minutes 30 seconds East 61.30 feet), South 13 degrees 35 minutes 00 seconds East 126.55 feet, Southerly by a line curving toward the right having a radius of 200.00 feet for a distance of 187.14 feet (the chord of said arc bearing South 13 degrees 13 minutes 21.5 seconds West 180.39 feet), South 40 degrees 01 minutes 43 seconds West 161.00 feet, North 49 degrees 58 minutes 17

BOOK 504 PAGE 401

seconds West 129.10 feet and South 85 degrees 01 minutes 43 seconds
West 536.71 feet to the place of beginning. Containing 13.318 acres
of land more or less.

Mailed to Secured Party

TO BE RECORDED IN THE
FINANCING RECORDS

NOT SUBJECT TO RECORDATION
TAX

FINANCING STATEMENT

1. Debtor:
ELMCO PROPERTIES, INC.
formerly known as
ELMCO REALTY, INC.

Address:
1831 Forest Drive, Suite B
Annapolis, Maryland 21401

2. Secured Party:
SECOND NATIONAL BUILDING
AND LOAN, INC.

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

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereinafter 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 conditioners, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and use in the operating of the buildings and any and all renewals and replacements thereof and any substitution for, any and all improvements installed in or on the ground or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

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

CR
CLERK

1986 NOV -5 PM 12:05

E. M. COLLISON

RECORD FEE 14.00
POSTAGE 50
NOV 5 86

400
R

thereof, of the whole or of any part of the herein described land.

(c) All money on deposit at any time or from time to time in the ELMCO PROPERTIES, INC. checking accounts, if any, created by the Deed of Trust and Note executed of even date herewith between the Debtor and the Secured Party.

4. The aforesaid items are included as security in a Deed of Trust vein by the Debtor to William F. Brooks, Jr. and Marion J. Minker, Jr., Trustees for the benefit of the Secured Party whereby the Debtor conveyed its fee simple interest of the property described in Exhibit "A" attached hereto to the Trustees, in trust, to secure the repayment of a loan in the amount of FORTY-FIVE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$45,600.00). The Deed of Trust has been recorded or will be recorded among the Land Records of Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit "A".

DEBTOR:

E Lee Meadows
By: EUGENE LEE MEADOWS,
President

SECURED PARTY:

Nicholas Goldsborough
By: NICHOLAS GOLDSBOROUGH
Agent for SECOND NATIONAL
BUILDING AND LOAN, INC.

Dated: October 30, 1986

MR. CLERK: Return to:

MANIS, WILKINSON, SNIDER & GOLDSBOROUGH
145 MAIN/GORMAN STREETS
P. O. BOX 921
ANNAPOLIS, MARYLAND 21404
ATTN: Nicholas Goldsborough, Esquire

EXHIBIT 'A'

ALL that Condominium Unit located in the Third Election District of Anne Arundel County, State of Maryland and known as Unit No. 1-4-6. (Known as 478 Kenilworth Court), Elvaton Towne Condominiums, Regime Two as said unit and said Condominium Regime are established pursuant to the Declaration for Elvaton Towne Condominiums, Regime Two and By-Laws for Elvaton Towne Condominiums, Regime Two dated May 27, 1975 and recorded among the Land Records of Anne Arundel County respectively in Liber WGL No. 2764, folios 78 et. seq. and 103 et. seq. and pursuant to Condominium Plat for Elvaton Towne Condominiums, Regime Two, Phase 1 recorded among the aforesaid Land Records in Plat Book WGL No. 3, folio 22 et. seq.

AND the Grantor does further grant unto the said Grantee, its successors and assigns said Unit No. 1-4-6 (Known as 478 Kenilworth Court), subject to all of the provisions hereinafter set forth, in fee simple, including an undivided 1/54th interest in the common elements and the common expenses and common profits described in the Declaration for Elvaton Towne Condominiums, Regime Two and said By-Laws and shown on said plats, during such time or for so long as Additional Phases of the Condominium Regime (as described in the Declaration and shown on the Plats), or any of them, are not added to the said Condominium Regime, following the construction of additional buildings thereon as contemplated by the applicable provisions of the Declaration by W.M.W. Const. Co., Inc. & Glen Homes, hereinafter called the 'Corporation', there successors and assigns recording Amendments to the aforesaid Declaration and Supplements to the aforesaid Declaration and Supplements to the aforesaid Plats in the manner provided in the Declaration; and if said Additional Phases of the Condominium Regime, or any of them, are added pursuant to such Amendments recorded as aforesaid, then an undivided proportionate interest in said common elements and common expenses and common profits in Phase 1 of the Condominium Regime, according to the percentage interest calculated as set forth in the Declaration to be vested in and conveyed to Unit Owners in the Additional Phase or Phases to be added by the Amendment in question, shall revert by operation of law to said Grantors, their successors and assigns, in order that the same may be conveyed by the said Corporation, their successors and assigns to Unit Owners in such Additional Phase or Phases, all as contemplated and provided for by the terms and provisions of the Declaration.

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 504 PAGE 405

Identifying File No. 261474

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

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

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

This financing statement Dated August 26, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Seafarer's Locker, Inc.

Address 1402 Colony Road, Pasadena, MD 21122

2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Road, Building 700

Annapolis, MD 21401

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

3. Maturity date of obligation (if any)

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

One Slocum 43' Cutter Standard Model Hull # 36

11-00
-70
11-3-86
8-86

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)

Seafarer's Locker, Inc.

Kendall E. Broman
(Signature of Debtor)

Kendall E. Broman, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

CR
CLERK

1986 NOV -5 PM 1:57
MOSLEY COLLISON

Bay national Bank

David S. Proctor
(Signature of Secured Party)

David S. Proctor

Type or Print Above Signature on Above Line

11/50

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 504 PAGE 406
Identifying File No. 281475

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

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$4,000.00

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

This financing statement Dated 31 October 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Troy C. Brooks, Jr. & Patricia Brooks
Address 683 C Street, Pasadena, MD 21122

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg 700, Annapolis, MD 21401

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

3. Maturity date of obligation (if any)

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

1987 Force 125 HP Engine
Serial #2219

12.00
20.00
30
113.00
136

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

12-28-86

Troy C. Brooks, Jr. (Signature of Debtor)

Troy C. Brooks, Jr.
Type or Print Above Name on Above Line

Patricia Brooks (Signature of Debtor)

Patricia Brooks
Type or Print Above Signature on Above Line

Mailed to Secured Party

Bay National Bank (Signature of Secured Party)

David S. Proctor
Type or Print Above Signature on Above Line

CR CLERK

1986 NOV -5 PM 1:57
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 264476

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 29 October 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ECS, Inc. t/a City Awning Company
Address 1934 A Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Bldg 700, Annapolis, MD 21401

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

3. Maturity date of obligation (if any) _____

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

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ECS, Inc. t/a City Awning Company

Louis R Greig
(Signature of Debtor)

Louis R. Greig - President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bay National Bank

[Signature]
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1250

Mailed to Secured Party

RECORDED
INDEXED
25:11 MD 5-10N9861
1986 NOV 5 PM 1:51
HOSTILTON COLLISON
CLERK

261477

FINANCING STATEMENT (UCC-1)

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

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

Four T Automotive Service, Inc.
P.O. Box 760
Severn, Maryland 21144

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

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

1986 NOV -6 PM 1:45
 E. AUBREY COLLISON
 CLERK

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

All of the Debtor's inventory, contract rights, accounts, general intangibles and chattel paper, both now owned and hereafter acquired, wherever located, all cash and non-cash proceeds and products thereof.

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

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

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

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

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

RECORD FEE 11.00
 POSTAGE .50
 BOARD CODES R02 313:46
 NOV 6 86

Debtor(s):

Four T Automotive Services, Inc.
By: *Paul C. Thompson, President*

Secured Party:

THE BANK OF BALTIMORE

By: _____

Type Name and Title

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

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

Mailed to Secured Party

11/00

FINANCING STATEMENT

264473

- 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 \$93,500.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel.

5.	Debtor(s) Name(s)	Address(es)
	Louis L. Aymard, Jr. Kathleen M. Aymard Frederick L. Von Karls, Ph.D., P.A.	528 College Parkway Annapolis, Maryland 21401
6.	Secured Party	Address
	First National Bank of Maryland	18 West Street Annapolis, Maryland 21401 Attn: Catherine T. Lewis

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

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

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

DEBTOR:

SECURED PARTY:

RECORDED 15.00
INDEXED 1.00
NOV 5 1986
NOV 5 86

FIRST NATIONAL BANK OF MARYLAND

Louis L. Aymard, Jr.
Louis L. Aymard, Jr.

By: Catherine T. Lewis
Catherine T. Lewis,
Regional Loan Officer

Kathleen M. Aymard
Kathleen M. Aymard

FREDERICK L. VON KARLS, PH.D., P.A.

By: Frederick L. Von Karls
Frederick L. Von Karls, President

CR
CLERK

Address where Collateral will be located:

528 College Parkway
Annapolis, Maryland 21401

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

MWO--1

157

1986 NOV -5 PM 7:17

SCHEDULE A

UNIT G in the condominium known as College Parkway Professional Center, a Condominium, as per Condominium Plat and of record in Plat Book E-23 at page 23 and 24, among the Land Records of Anne Arundel County, Maryland.

BEING the same property described in a Deed dated September 23, 1983 from Woodrow S. Hancock & Cheryl L. Hancock, Grantors to Louis L. Aymard and Kathleen M. Aymard, his wife, as tenants by the entireties with each other of a one-third interest as tenants in common with Frederick L. Von Karls, Ph.D., P.A., Grantees and recorded among the Land Records of Anne Arundel County at Liber 3656, folio 38.

Mailed to Secured Party

UNIFORM COMMERCIAL CODE—FINANCING STATEMENT—FORM UCC-1

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies (last two sheets) and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee of \$1.00.
3. When filing is to be with more than one office, Form UCC-2 may be placed over this set to avoid double typing. Type on last line all offices in which statement is filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5"x8" or 8"x10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
7. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

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) HARDER, CHESTON B. HARDER, FAITH V. / 757 F FAIRVIEW AVE. ANNAPOLIS, MD 21403	2 Secured Party(ies) and address(es) KANAWHA UNION BANK 101 EAST MAIN STREET GLENVILLE, WV 26351	3 Maturity date (if any): For Filing Officer (Date, Time, Number and Filing Office) APR 11 12:00 1986 ANNE ARUNDEL COUNTY CLERK
---	--	---

4 This financing statement covers the following types (or items) of property:
 1970 STARCRAFT 19FT. BOAT SERIAL #6724008
 1984 E-Z LOAD TRAILER SERIAL #1LGDFJ18E1002403
 -1981 MERCURY 85 HP MOTOR SERIAL #4235160

ASSIGNEE OF SECURED PARTY

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

Filed with: _____
 By C. Chester B. Harder
 By F. Faith V. Harder
 Signature(s) of Debtor(s)

KANAWHA UNION BANK
 By J. M. [Signature]
 Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY-ALPHABETICAL

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

This financing statement Dated 10/12/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

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

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated 9-1-86, Schedule # 01, dated 9-1-86 between Assignor as Lessor and LEASE ACCOUNT # 689209 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 October 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

Mailed to Secured Party

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

119

RECORDED FOR RECORD
ANNE ARUNDEL COUNTY
1986 NOV -7 AM 9:15
E. AUBREY COLLISON
CLERK 3015
BS/CYRIL/DAN

STATE OF MARYLAND

BOOK 504 PAGE 413

FINANCING STATEMENT FORM UCC-1

Identifying File No. 261481

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

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

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

Conditional Sale Transaction

This financing statement Dated 9/25/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Aeronautical Radio, Inc. (48)
Address 2551 Riva Road, Annapolis, MD 21401

2. SECURED PARTY

Name Marine Midland Bank (Delaware), National Association
Address 824 Market Street, Wilmington, DE 19801

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

3. Maturity date of obligation (if any)

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

Tandem computer and peripherals per attached list.

1986 NOV -7 AM 9:15
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)

Signature of Debtor

Kenneth D. Almgren VP FINANCE
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CR
CLERK

Signature of Secured Party

Kenneth M. Tripp Credit Officer
Type or Print Above Signature on Above Line

1300

KAPALUA COMPUTERS, INC.
 9218 Royal Lane
 IRVING, TEXAS 75063

(214) 929-8949

INVOICE

BOOK 504 PAGE 414

TO MARINE-MIDLAND BANK DELEWARE
 824 Market Street
 Wilmington, DE 19801

INVOICE NO. 10106-003676

INVOICE DATE 8/29/86

SHIPPED TO

OUR ORDER NO.	YOUR ORDER NO.	SALESMAN	TERMS	SHIPPED VIA	PPD. OR COLL.
2517	N1106	Byron Hay	1% 10, Net 30	EDC	X
QUANTITY	DESCRIPTION			PRICE	AMOUNT
4	CDC 9715FSD, 300MB Unformatted w/120V/60HZ Power Supply, Dual Port Kit, Rack Mounted Slides, Terminators, and ARINC Minor Engineering Equipment Modification, s/n's 27524, 26479 27513, 27517			7855 00	31420 00
4	20' Shielded A & B Cable Set			275 00	1100 00
4	30' Shielded A & B Cable Set			375 00	1500 00
2	Rack Mount Hardware (Dual Drive)			Included in Item #1	
2	Perkin-Elmer 55" I/O Expansion Cabinet w/24AMP AC Panel			1600 00	3200 00
3	Micro-3+ Disc Controller, s/n's, 4078, 4630, 4145, 4628, 4419 4283, 4418, 4453			2400 00	19200 00
	Sub-Total				56420 00
	Freight				692 00
	TOTAL				57112 00

Item # F336 Grayarc, P.O. Box 2944, Hartford, CT 06104-2944
 © Wheeler Group, Inc., 1982

TRIPPLICATE

ITEM	SUP DIV	PROD CD	QTY	PRODUCT NUMBER	DESCRIPTION
1	01	01	1	116/41A	4135 (413) DISC OPTION - PRG.
6	01	01	1	116/5516	LINE MATRIX PRINTER, 600 LPM
7	01	01	1	116/6101	COMMUNICATIONS SUBSYSTEM BASE
8	01	01	2	116/6120-1	Line Interface Unit RS-232
9	01	01	1	116/7105	CABINET, PATCH PANEL, LARGE
10	01	01	2	116/6536	TERMINAL, 12" LOW PROFILE KEYBOARD
11	01	01	2	116/653PA	USASCII KYBD FOR 6535/36/37
2	01	01	2	116/6D	CABLE, 20 MA CURRENT LOOP
3	01	05	2	116/9090	GUARDIAN 90XF
4	01	05	1	116/9255	C COMPILER ILE
5	01	05	1	116/9257	COBOL85 NONSTOP SYS. - IIF/MIF
6	01	01	1	116/2025	FLOATING POINT ARITHMETIC PRG
7	01	01	2	116/31C-8	DISC CONTROLLER CABLE - 8FT.
8	01	01	1	116/34-8	CBI, 3401 TO PATCH PANEL 8'
9	01	01	1	116/76A-025	PRINTER CABLE 25'
10	01	01	1	116/7301	POWER MODULE
11	01	01	1	116/7504	DISC PATCH PANEL - STD
12	01	01	4	116/31D-8	DISC CONTROLLER DATA CABLE - 8F
13	01	05	1	116/9505B00	GENERALIZED FUI DUPLER, SCI
14	01	01	2	116/42J-1	DISC JUMPER CABLE 1 FT.
15	01	01	2	116/42T-2	TERMINATOR FOR 413X DISCS
26	01	01	2	116/42C-25	DISC CTRL CABLE (412X 413X) 25'
27	01	01	8	116/42D-25	DISC DATA CABLE (412X 413X) 25'

ITEM	SUP DIV	PROD CD	QTY	PRODUCT NUMBER	DESCRIPTION
1	01	01	1	116/41A	4135 (413) DISC OPTION - PRG.
6	01	01	1	116/5516	LINE MATRIX PRINTER, 600 LPM
7	01	01	1	116/6101	COMMUNICATIONS SUBSYSTEM BASE
8	01	01	2	116/6120-1	Line Interface Unit RS-232
9	01	01	1	116/7105	CABINET, PATCH PANEL, LARGE
10	07	01	2	116/6536	TERMINAL, 12" LOW PROFILE KEYBOARD
11	07	01	2	116/653PA	USASCII KYBD FOR 6535/36/37
2	07	01	2	116/6D	CABLE, 20 MA CURRENT LOOP
3	05	05	2	116/9090	GUARDIAN 90XF
4	05	05	1	116/9255	C COMPILER ILE
5	05	05	1	116/9257	COBOL85 NONSTOP SYS. - IIF/MIF
6	01	01	1	116/2025	FLOATING POINT ARITHMETIC PRG
7	01	01	2	116/31C-8	DISC CONTROLLER CABLE - 8FT.
8	01	01	1	116/34-8	CBI, 3401 TO PATCH PANEL 8'
9	01	01	1	116/76A-025	PRINTER CABLE 25'
10	01	01	1	116/7301	POWER MODULE
11	01	01	1	116/7504	DISC PATCH PANEL - STD
12	01	01	4	116/31D-8	DISC CONTROLLER DATA CABLE - 8F
13	05	05	1	116/9505B00	GENERALIZED FUI DUPLER, SCI
14	01	01	2	116/42J-1	DISC JUMPER CABLE 1 FT.
15	01	01	2	116/42T-2	TERMINATOR FOR 413X DISCS
26	01	01	2	116/42C-25	DISC CTRL CABLE (412X 413X) 25'
27	01	01	8	116/42D-25	DISC DATA CABLE (412X 413X) 25'

CLERK'S NOTATION
 Document submitted for record
 in a condition not permitting
 satisfactory photographic repro-
 duction.

1	55	01	1	116/235	NONSTOP II Prg System (2nd mem)
4	55	01	2	116/2422	MEMORY MODULE, MCS, 2M BYTES
5	55	01	1	116/3401	LINE PRINTER CONTROL/UNIV INTERFA
11	55	01	1	116/5106	MAG TAPE DRIVE WITH FORMATTER

Mailed to Secured Party

261482

BOOK 504 PAGE 416

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

Debtor and Social Security or
IRS emp. ID number: and address
Crofton TV & Video Service
Don Catts
2217 Defense Hwy.
Crofton, MD 21114

2 Secured Party(ies) and address(es)
Sencore Inc.
3200 Sencore Drive
Sioux Falls, SD 57107

RECORDED FILE 12.00
NOV 14 1986
NOV 7 1986

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

1 Sencore Model SC61

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

Assignee of Secured Party

Describe real estate: (If collateral is crops) The above described crops are growing or are to be grown on, OR
(If collateral is goods which are to become fixtures) The above goods are affixed or to be affixed to:

"not subject to recordation
taxes."

Check if covered:

Proceeds of Collateral are also covered

Products of Collateral are also covered

Number of Additional Sheets, if any

Crofton TV & Video Service

By: *Donald Catts*
Signature(s) of Debtor(s)

Sencore Inc.

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

(1) FILING OFFICER COPY-ALPHABETICAL

Form UCC-1 7/80

APPROVED BY: SECRETARY OF STATE, STATE OF SOUTH DAKOTA



1986 NOV -7 AM 9:15
E. RUDHEK COLLISON
CLERK

Mailed to Secured Party

STATE OF MARYLAND

BOOK 504 PAGE 417

264483

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248443

RECORDED IN LIBER 464 FOLIO 344 ON AUGUST 4, 1983 (DATE)

1. DEBTOR

Name FRANCIS R MORELAND

Address 813 MAIN ST., GALESVILLE, MARYLAND 20765

2. SECURED PARTY

Name MASSEY FERGUSON CREDIT CORPORATION

Address P.O. BOX 10357, DES MOINES, IA 50306

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

3. Maturity date of obligation (if any)

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

CHECK FORM OF STATEMENT

1986 NOV -7 AM 9:15
E. AUBREY COLLISON
CLERK

CP
CLERK

Mailed to Secured Party

Dated 10-10-84 *John Ferguson*
(Signature of Secured Party)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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

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

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

1. DEBTOR

Name ROBERT W. CHILDS LANDSCAPING
Address 491 College Parkway Arnold, Maryland 21012

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.
Address 41 DEFENSE HIGHWAY ANNAPOLIS, MARYLAND 21401

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

3. Maturity date of obligation (if any) _____

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

- 1- Used Kubota Tractor Model # L235DT SN# 51719
- 1 - New Woods Backhoe BH750 03798

APPROX 11.00
PAYMENT .50
TOTAL DUES 109.00
NOV 7 86

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert W Childs
(Signature of Debtor)

ROBERT W CHILDS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

John Paul Cooper
(Signature of Secured Party)

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

Mailed to Secured Party

1150



1986 NOV -7 AM 9:15
G. L. REIN
CLERK

BOOK 504 PAGE 419

264485

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

Ronald J. Schwin & Catherine Fake
Severn Mobile Home Park Lot 62
7959 Telegraph Rd.
Severn, Md. 21144

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

RECORDING FEE \$13.00
PAID BY 0777 MW 11/07/86
NOV 7 86

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

The mobile home, manufactured by DeRose, year 86, model L 44, W 24, Serial # 26444, 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

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 *Ronald Joseph Schwin*
Catherine O. Fake
Signature(s) of Debtor(s)

By *Quintanilla See*
Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

4-83

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

RECORDED IN RECORD BOOK OF PHILADELPHIA COUNTY

Mailed to Secured Party

1986 NOV -7 AM 9:16

E. AUBREY COLLISON
CLERK



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

No of Additional Sheets Presented

3 The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)
Warren J. Koontz
Bell's Trailer Park

2 Secured Party(ies) Name(s) and Address(es)
Eastern Homes, Inc.
8291 Washington Blvd.
Jessup, Md. 20794

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

5. This Financing Statement covers the following types (or items) of property
The mobile home, manufactured by Windsor, year 85, model 70, W 14, Serial # 18384, and all consumer goods, appliances, accessories, equipment and attachments now contained in the mobile home, and all accessories later affixed to mobile home, including proceeds and insurance proceeds of all of the foregoing. **CONDITIONAL SALES CONTRACT HAS BEEN SIGNED.**

6. Assignee(s) of Secured Party and Address(es)
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 Warren J. Koontz Signature(s) of Debtor(s) By William M. Miller Signature(s) of Secured Party(ies)
11/5/85 (1) FILING OFFICE COPY - NUMERICAL (Required only if Item 10 is checked.)
(5 83) STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania



RECORDED
DEPT. OF REVENUE
1986 NOV -7 AM 9:16
E. ADAM COLLISON
CLERK

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264487

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

If transaction or transactions wholly or partially subject to 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 GARLAND & SONS BUILDERS (THOMAS A. GARLAND)
Address 2060 TILGHMAN DRIVE. CROFTON, MD. 21114

2. ~~SECURED PARTY~~ ASSIGNEE

Name KUBOTA CRDEIT CORP. SECURED PARTY BALDWIN SVC CTR INC.
Address 4444 SHACKLEFORD RD 41 DEFENSE HWY
NORCROSS, GA. 30093 ANNAPOLIS, MD. 21401

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

3. Maturity date of obligation (if any)

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

- 1 - New - KUBOTA TRACTOR MN# L2550DT SN# 52939
1 - New - KUBOTA LOADER W/GUARD BF400G 13638

CHECK THE LINES WHICH APPLY

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

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

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten initials: TSU

Mailed to Secured Party

Signature of Secured Party

BALDWIN SERVICE CENTER INC.

Type or Print Above Signature on Above Line

1986 NOV -7 AM 9:16

E. AUSLEY COLLISON CLERK

192984

FINANCING STATEMENT

BOOK 504 PAGE 422

264483

1. Names of Debtors: FAIR LANES MARYLAND BOWLING, INC.
Addresses: 1112 North Rolling Road
Baltimore, Maryland 21228
- SOUTHDALE LIMITED PARTNERSHIP
817 Maiden Choice Lane
Baltimore, Maryland 21228
2. Name of Secured Party: THE FIRST NATIONAL BANK OF MARYLAND
Address: P. O. Box 1596
Baltimore, Maryland 21203
Attn: Commercial Real Estate
Division BANC 101-820

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

(a) The interest of Debtors, or either of them, in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtors, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in an Indemnity Deed of Trust dated October 31, 1986, from Debtors to Anna M. Marcellino and Patricia A. Brian, Trustees, which Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

(b) All of the Debtors' right, title and interest in and to, including, without limitation, all of the Debtors' accounts and general intangibles arising out of or in connection with, any and all leases and/or subleases executed by the Debtors, or either of them, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtors' right, title, and interest in and to, including, without limitation, all of the Debtors' accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtors, or either of them, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Indemnity Deed of Trust, including but not limited to, all rights to insurance and condemnation proceeds.

B
F

4. Proceeds and products of the collateral are also covered.
5. The Debtors certify that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

SOUTHDALE LIMITED PARTNERSHIP

By: BTR Southdale, Inc.
General Partner

By: *J. Patrick Hughes* (SEAL)
Vice President

FAIR LANES MARYLAND BOWLING, INC.

By: *James J. Stark* (SEAL)
Vice President

DATED: October 31, 1986

(Mr. Clerk: Return to Natalie Klaum
Legal Assistant
Miles & Stockbridge
10 Light Street, Suite 1900
Baltimore, Maryland 21202

PLEASE RECORD WITH: State Department of Assessments and Taxation
Anne Arundel County Land Records
Anne Arundel County Financing Statement Records
Baltimore County Financing Statement Records

Mailed to Secured Party

Not to be recorded in
Land Records

FS records

NOT Subject to Recordation Tax:
Principal Amount is \$981,026.00

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: Oct. 17, 1986

FINANCING STATEMENT

1. Debtor: Address:
ADVENTURES IN HOME BUILDING, LIMITED 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
 - (d) all contract rights of and from the herein

13
2

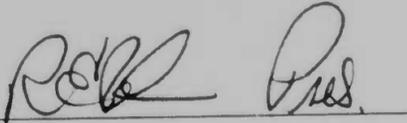
described property or any part thereof.

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:

ADVENTURES IN HOME
BUILDING, LIMITED

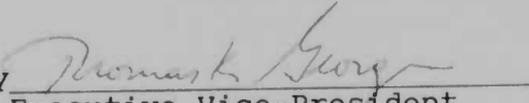
By



SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS
& LOAN ASSOCIATION

By


Executive Vice-President

PFS1039.110 A1

SCHEDULE A

All those lots of ground in Anne Arundel County, Maryland, being known and designated as Lots 42, 44, 45, 46, 47, 48 and 50, as shown on a Plat entitled, "PLAT FIVE CHASE WOOD RUN," which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 100, folio 8; and

Lots 62 and 63 as shown on a Plat entitled, "PLAT SIX CHASE WOOD RUN," which Plat is recorded among the aforesaid Land Records in Plat Book 100, folio 9.

Mailed to Secured Party

MTC # 174784

BOOK 504 FILE 427

261490

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 \$ 176,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Calvert County, Maryland.

5. Debtor(s) Name(s): Croftac, Inc. Address(es): 5203 Cottonwood Drive
Lothian, Maryland 20711

6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division
 Attention: Dennis M. Miller 10 Light Street
 Fifth Floor - M.S. 020501
 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 October 30, 19 86 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Calvert 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): Croftac, Inc.
 BY: J. Anderson Tackett (SEAL)
J. Anderson Tackett, President
 _____ (SEAL)

Secured Party: MARYLAND NATIONAL BANK
 By: Dennis M. Miller (SEAL)
Dennis M. Miller, 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.

1986 NOV -7 AM 10:00
 REGISTERED
 11-5
 1986 NOV 7 10:00
 186

PROPERTY DESCRIPTION

Exhibit A

ALL that parcel or parcels of real property located in the County of Calvert (_____ Election District), State of Maryland, and more particularly described as follows:

ALL that lot numbered Eight (8) in the subdivision known as "CHANEY STATION" as per plat thereof duly recorded in Liber A.B.E. No. 1, folio 66 among the Land Records of Calvert County, Maryland.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the within conveyance is made together with and subject to the joint use of a driveway in common with the owners from time to time, of Lot No. Nine (9), in the subdivision known as "CHANEY STATION", said driveway being located as now improved, approximately twelve (12) feet in width and approximately three hundred (300) feet in length from Uncle Charlie's Spur along the dividing line between the property hereby conveyed and Lot No. Nine (9) in the said subdivision known as "CHANEY STATION".

Mailed to Secured Party

Finance 8

261432

BOOK 504 PAGE 430

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)
Ritchie Greentree Associates
Limited Partnership
44 W. Lancaster Avenue
Ardmore, PA 19003

2 Secured Party(ies) and address(es)
Fidelity Bank,
National Association
Broad and Walnut Streets
Philadelphia, PA 19109

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

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

See Exhibits A and B attached.

Not subject to Recordation Tax the appropriate amount of documentary stamps are affixed to a Deed of Trust in the amount of \$2,050,000.00 recorded among the Land Records of Anne Arundel County.

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

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

Filed with:

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

RITCHIE GREENTREE ASSOCIATES LIMITED PARTNERSHIP — FIDELITY BANK, NATIONAL ASSOCIATION

By: William J. Frutkin, Agent
Signature(s) of Debtor(s)

Title

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

10/9/86
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

William J. Frutkin

RECORD FEE 38.00
POSTAGE .50
TOTAL FEE 38.50
OCT 27 1986



1986 OCT 27 PM 3:24

E. COLLISON
ERR

38.00
-50

UNIFORM COMMERCIAL CODE ADDITIONAL SHEET UCC-3a
 Important Read Instructions on Back Before Filling Out Form Addition Sheets

2) Debtor(s) (Last name, first and address)	3) Secured Party(ies), names and address(es)	4) For Filing Officer:
Ritchie Greentree Associates Limited Partnership 44 W. Lancaster Ave. Ardmore, PA 19003	Fidelity Bank, National Association Broad & Walnut Streets Philadelphia, PA 19109	

5) This Additional Sheet covers the following Additional Types (or Items) of Property:

- (a) all buildings and other improvements now or hereafter located on the Real Property ("Improvements");
- (b) all streets, lanes, alleys, passages, ways, water courses, easements, rights, liberties, privileges, tenements, hereditaments and appurtenances whatsoever thereunto belonging to or in any way made appurtenant hereafter, and the reversions and remainder, with respect thereto ("Appurtenances");
- (c) all machinery, apparatus, equipment, furniture, furnishings, fixtures, inventory, goods, appliances and other property of every kind and nature whatsoever, together with replacements thereof and accessories, parts or accessions thereto, owned by Debtor or in which Debtor has or shall have an interest, and whether or not now or hereafter located on the Real Property, and any and all proceeds of any of the foregoing ("Equipment");
- (d) all building materials, building machinery and building equipment delivered on site to the Real Property during the course of, or in connection with, the construction of, or reconstruction of, or remodeling of any building and improvements from time to time during the term of this Mortgage and Security Agreement ("Building Equipment");
- (e) all general intangibles relating to the development or use of the Real Property, including but not limited to all licenses, permits and agreements from or with all boards, agencies, departments, public utilities, governmental or otherwise, all names under which or by which the Real Property or Improvements may at any time be operated or known and all rights to carry on business under any such names or any variations thereof, all trademarks and goodwill in any way relating to the Real Property, all shares of stock or other evidence of ownership of any part of the Real Property owned by Debtor in common with others, and all documents of membership in any owners or members association or similar group having responsibility for managing or operating any portion or all of the Real Property ("Intangibles");
- (f) all awards or payments, including interest thereon, which may be made with respect to the Real Property and Improvements, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Real Property or Improvements including, without limitation, all awards or payments of estimated compensation, all damages to the Real Property or Improvements resulting from any taking, all machinery and equipment dislocation expenses, all settlement amounts, all apportionments of taxes, reimbursement of attorneys and engineers fees, all moving expenses and all business dislocation expenses ("Awards");

(g) all insurance policies covering the Real Property or Improvements and all proceeds of any unearned premiums on any such insurance policies including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Real Property or Improvements ("Insurance Policies");

(h) all leases and other agreements affecting the use or occupancy of any portion or all of the Real Property or Improvements, whether heretofore or hereafter executed and all rights of Debtor to payment under any such lease or agreement ("Leases");

(i) all rents, receipts, issues, profits and other income of any and all kinds (including deposits) received or receivable and due or to become due from the sale or lease of any property, goods or materials or from the rendering of services including, but not limited to (i) the lease of all or a portion of the Real Property or Improvements, or (ii) the operation of any income-producing facility on the Real Property or Improvements (all of such proceeds, receipts and income are hereinafter referred to as the "Income and Rents" and all such rights are hereinafter referred to as the "Accounts Receivable");

(j) any securities or guaranties held by Debtor with respect to any of the Intangibles, Awards, Leases or Accounts Receivable, and any notes, drafts, acceptances, chattel paper, documents or other instruments evidencing the same ("Security"); and

(k) the right, in the name and on behalf of itself or Debtor, to appear in or defend any action or proceeding brought with respect to the Real Property or Improvements (including without limitation, any condemnation or arbitration proceedings) and to commence any action or proceedings to protect the interest of Secured Party in the Real Property and Improvements.

FIFTH ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

PARCEL ONE

BEGINNING at a point in the westerly right-of-way of Maryland Route 2 (Governor Ritchie Highway), said point being located 132.00 feet at a right angle to the west of baseline right-of-way station 3+28.00 as shown on State Roads Commission of Maryland plat number 19235; thence departing said point so fixed and departing said westerly right-of-way and now binding on the northerly line of Parcel 2, Ritchie Farmer's Market as recorded among the land records in Anne Arundel County, Maryland in Liber 1402 at Folio 507, with meridian reference to Maryland State Grid North as now surveyed by Dewberry and Davis, Registered Professional Land Surveyors

- 1) South $64^{\circ} 58' 13''$ West 385.70 feet to intersect with the northerly right-of-way of Cedar Avenue as shown on State Road Commission plat number 19235; thence binding on said right-of-way in part thereof southwesterly 203.07 feet along an arc of a curve to the left having a radius of 475.00 feet with a chord bearing and distance of
- 2) South $76^{\circ} 30' 18''$ West 201.53 feet; thence
- 3) South $07^{\circ} 32' 37''$ East 42.24 feet to intersect with the northerly line of Parcel One, Ritchie Farmer's Market as recorded among said land records in Liber 1402 at Folio 507; thence binding on said northerly line
- 4) South $64^{\circ} 58' 17''$ West 522.15 feet to a point marking the southwesterly corner of Jack O. Chertkof property (Parcel One) and that of Anne Arundel County, Maryland, a body corporate and public of the State of Maryland, as recorded among the land records of said county in Liber 2635 at Folio 897; thence binding on said Anne Arundel County property line in part thereof
- 5) North $26^{\circ} 46' 20''$ West 65.00 feet;
- 6) South $64^{\circ} 58' 17''$ West 50.00 feet to intersect with the easterly line of William S. Ballistreri, et ux, as recorded among the aforesaid land records in Liber 1241 at Folio 525; thence binding on the land of William S. Ballistreri, et ux, in part thereof
- 7) North $26^{\circ} 46' 20''$ West 287.53 feet to intersect with the southerly line of a 100 foot wide area reserved for utilities; thence continuing on the land of William S. Ballistreri, et ux, and also binding on said southerly line

EXHIBIT 8

- 8) South $62^{\circ} 06' 05''$ West 30.00 feet to a point marking the northeasterly corner of Josephine Ballistreri as recorded in the aforesaid land records in Liber 3519 at Folio 595; thence binding reversely on the land of Josephine Ballistreri in part thereof
- 9) South $62^{\circ} 06' 05''$ West 132.99 feet to a point marking the northwesterly corner of Josephine Ballistreri, said point also being a corner common to that of William S. Ballistreri, et ux, as recorded in said land records in Liber 1241 at Folio 525; thence binding reversely on the land of William S. Ballistreri, et ux, in part thereof
- 10) South $62^{\circ} 06' 05''$ West 121.70 feet to intersect with the easterly line of Harris Heights Avenue, having a right-of-way of 50 feet as shown on a plat entitled "Harris Heights" recorded among the plat records of Anne Arundel County, Maryland in Plat Book 4 at Folio 34; thence binding on said easterly line in part thereof
- 11) North $09^{\circ} 33' 43''$ West 105.34 feet to intersect with the northerly line of said 100' wide area reserved for utilities at a point marking the southwesterly corner of the land of the State Roads Commission of Maryland as recorded among the aforesaid land records in Liber 1064 at Folio 477; thence binding on the southerly line of said land of the State Roads Commission in part thereof
- 12) North $62^{\circ} 06' 05''$ East 253.53 feet; thence departing said line
- 13) North $26^{\circ} 46' 20''$ West 76.05 feet to a point marking the southwesterly corner of the land of the State Roads Commission of Maryland as recorded in the aforesaid land records in Liber 1533 at Folio 115; thence binding reversely on said land of the State Roads Commission in part thereof
- 14) North $64^{\circ} 58' 17''$ East 280.92 feet to intersect the southerly line of Maryland Route 695 (The Baltimore Beltway) as shown on State Roads Commission of Maryland plat number 23682 and number 23931; thence binding on said southerly line
- 15) North $82^{\circ} 18' 30''$ East 555.99 feet;
- 16) North $83^{\circ} 07' 36''$ East 140.01 feet;
- 17) South $69^{\circ} 07' 33''$ East 368.94 feet so as to cross the aforementioned 100 foot wide area reserved for utilities and to intersect with the westerly line of Maryland Route 2 (Governor Ritchie Highway) as shown on State Roads Commission plats number 23931 and 19235; thence binding on said westerly line in part thereof

EXHIBIT A

18) South $07^{\circ} 14' 09''$ East 56.79 feet to the point and place of beginning.

CONTAINING 11.2802 Acres of land, more or less.

TOGETHER WITH Parcel 2 more particularly described as follows:

Parcel 2

BEGINNING at a point in the westerly line of Harris Heights Avenue as shown on a plat entitled "Harris Heights" recorded among the Plat records of Anne Arundel County, Maryland in Plat Book 4 at Folio 34; said point of beginning further being the southeasterly corner of Parcel 2 of State Roads Commission of Maryland recorded among the Land records of said county and state in Liber 2411 at Folio 291; thence departing said point so fixed and binding on said westerly line in part thereof with meridian referenced to Maryland State Grid north, as now described by Dewberry & Davis, Registered Professional Land Surveyors

- 1) South $09^{\circ} 33' 43''$ East 400.00 feet; to a point marking the northeasterly corner of Parcel 2 of the State Road Commission of Maryland recorded among the said Land records in Liber 1822 at Folio 5, Liber 1831 at Folio 560, and Liber 2617 at Folio 352, respectively; thence binding reversely on said Parcel 2 in part thereof
- 2) South $80^{\circ} 26' 17''$ West 170.52 feet; to intersect the easterly line of a 20 foot wide alley as shown on the aforementioned plat of Harris Heights; thence continuing South $80^{\circ} 26' 17''$ West, and passing through said 20 foot wide alley 20.00 feet; to intersect the westerly line of said alley; thence departing said alley and continuing 8.82 feet for a total distance of 199.34 feet from the terminus of line 1 described herein; and intersecting the easterly line of Ramp "Y" (variable width) as shown on State Roads Commission Plat Number 30695; thence binding on said easterly line of Ramp "Y" in part thereof northwesterly 137.73 feet along an arc of a curve to the right having a radius of 1716.35 feet with a chord bearing and distance

EXHIBIT A

- 3) North $60^{\circ} 17' 41''$ West 137.70 feet; to a point of compound curvature; thence northwesterly 98.90 feet along an arc of a curve to the right having a radius of 195.00 feet to intersect the easterly line of Carolina Avenue as shown on said plat of Harris Heights of said Carolina Avenue, northerly, 131.87 feet along an arc of a curve to the right having a radius of 195.00 feet to again intersect the aforementioned easterly line of Carolina Avenue; thence continuing with said easterly line of said Ramp "Y" northerly 72.92 feet along the arc of a curve to the right having a radius of 195.00 feet; for a total distance of 303.70 feet along the arc with a chord bearing and distance
- 4) North $13^{\circ} 22' 43''$ West 273.93 feet; to a point of compound curvature; thence continuing along the easterly line of Ramp "Y", northeasterly 54.73 feet along an arc of a curve to the right having a radius of 535.00 feet with a chord bearing and distance of
- 5) North $34^{\circ} 10' 10''$ East 54.71 feet; to a point located 65.00 feet radial to, and left of Baseline right-of-way Station 26+72.62 as shown on State Roads Commission of Maryland Plat Number 41831; thence departing said right-of-way line of Ramp "Y" and binding on the southerly line of State Roads Commission of Maryland Parcel 1 recorded among the Land records of said County and State in Liber 2411 at Folio 291
- 6) North $80^{\circ} 26' 17''$ East 95.84 feet; to intersect the westerly line of a 20 foot wide alley as shown on said plat of Harris Heights; thence continuing through said 20 foot wide alley 20.00 feet to intersect the easterly line of said alley; thence departing said alley and continuing 170.52 feet; for a total distance of 286.36 feet from the terminus of line 5 herein described to intersect the westerly line of Harris Heights Avenue and the true point and place of beginning.

EXHIBIT A

Containing 3.0062 acres of land, more or less.
Together with Parcel 3 more particularly described as follows:

FIFTH ASSESSMENT DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

PARCEL THREE

BEGINNING at a point in the line of division between the property of William S. Ballistreri, et ux, and that of Anne Arundel County, Maryland, a body corporate and public of the State of Maryland, as recorded among the land records of Anne Arundel County, Maryland, in Liber 1241 at Folio 525 and Liber 2635 at Folio 897 respectively; said point further being on the northerly line of Sycamore Drive, having a right-of-way of 30 feet as recorded among the said land records in Liber 2617 at Folio 352; thence departing said point so fixed and with meridian referenced to Maryland State Grid North as now surveyed by Dewberry & Davis, Registered Professional Land Surveyors, and binding reversely on said northerly line of Sycamore Drive in part thereof,

- 1) South $64^{\circ} 58' 17''$ West 247.50 feet, and
- 2) South $80^{\circ} 26' 17''$ West 127.14 feet to intersect with the easterly line of Harris Heights Avenue as shown on a plat entitled "Harris Heights" and as recorded among the plat records of said County in Plat Book 4 at Folio 34; thence departing aforesaid northerly line and now binding on said easterly line in part thereof,
- 3) North $09^{\circ} 33' 43''$ West 284.52 feet to intersect with the third line of the first parcel of land conveyed to Union Trust Company by deed dated November 30, 1927, and recorded among the aforesaid land records in Liber F.S.R. 16 at Folio 460, said line now being the southerly line of a 100 foot wide area reserved for utilities; thence binding on said southerly line in part thereof,
- 4) North $62^{\circ} 06' 05''$ East 121.70 feet to a point marking the north-westerly corner of the property of Josephine Ballistreri as recorded among the land records of the aforesaid County in Liber 3519 at Folio 595; thence binding reversely on the line of division between said properties,
- 5) South $27^{\circ} 06' 19''$ East 116.46 feet;
- 6) South $03^{\circ} 23' 11''$ East 10.58 feet;
- 7) North $51^{\circ} 19' 10''$ East 139.49 feet, and
- 8) North $26^{\circ} 46' 20''$ West 100.00 feet to intersect with the aforementioned southerly line of a 100 foot wide area; thence binding on said southerly line in part,

EXHIBIT A

- 9) North $62^{\circ} 06' 05''$ East 30.00 feet to intersect with the westerly line of Chertkof Property as recorded among the land records of the aforementioned County in Liber 2465 at Folio 350; thence binding on said westerly line reversely,
- 10) South $26^{\circ} 46' 20''$ East 322.53 feet to the point and place of beginning,

CONTAINING 2.0009 Acres of land, more or less,

TOGETHER WITH Parcel 4 more particularly described as follows:

PARCEL FOUR

BEGINNING for the same at the beginning of the ninth (9th) or North $62^{\circ} 06' 05''$ East 30.00 foot line of the property of William S. Ballistreri, et ux, as recorded among the land records of Anne Arundel County, Maryland, in Liber 1241 at Folio 525, said point further being located 403.27 feet on a radial line to the right from the base line of right-of-way station 138+27.76 of Maryland Route 695 (The Baltimore Beltway) and as shown on State Roads Commission of Maryland's plat numbered 47657; thence departing said point so fixed and on a meridian referenced to Maryland State Grid North as now surveyed by Dewberry & Davis, Registered Professional Land Surveyors, and binding reversely with said property in part thereof,

- 1) South $26^{\circ} 46' 20''$ East 100.00 feet;
- 2) South $51^{\circ} 19' 10''$ West 139.49 feet;
- 3) North $03^{\circ} 23' 11''$ West 10.58 feet, and
- 4) North $27^{\circ} 06' 19''$ West 116.46 feet; to intersect with the southerly line of a 100 foot wide area reserved for utilities; thence binding on said southerly line in part thereof,
- 5) North $62^{\circ} 06' 05''$ East 132.99 feet to the point and place of beginning,

CONTAINING 0.3434 Acres of land, more or less,

Mailed to Secured Party

MXL69
10/2/86

264493

FINANCING STATEMENT

TO BE RECORDED IN
THE FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY

1986 OCT 27 PM 4:22
ASHLEY COLLISON
CLERK

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

- 1. Debtor: Address:
Icehouse Partnership c/o The Maryland Land Company
2572 Solomons Island Road
Annapolis, Maryland 21401
- 2. Secured Party: Address:
Provident Bank of 114 E. Lexington Street
Baltimore, Maryland 21202
Attn: Commercial Real Estate
Department
Maryland

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles hereafter owned by any of the Debtors 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 any of the Debtors 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, 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;

17
r

(b) All of the Debtor's partnership assets and property;

(c) 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 Four by Four Associates 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 Icehouse Partnership 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 Icehouse Partnership for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land; and

(d) And all documents, instruments, general intangibles, chattel papers, contract rights and accounts now owned or hereafter acquired by any of the Debtors as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom.

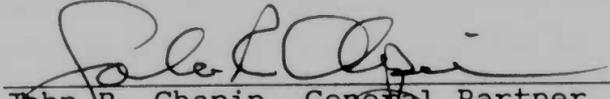
4. The aforesaid items are included as security in a Deed of Trust, Assignment of Rents and Security Agreement given by Icehouse Partnership to Michael E. Williams and Raymond E. Schlissler, Trustees, and recorded or intended to be recorded among the land records of Calvert County, Maryland.

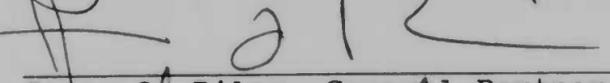
5. Proceeds of collateral are covered hereunder.

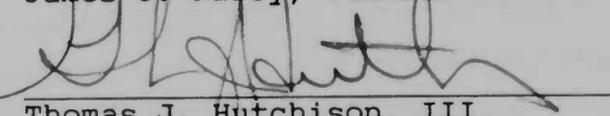
6. The land consists of approximately .87 acres of land more particularly described in Exhibit A attached hereto.

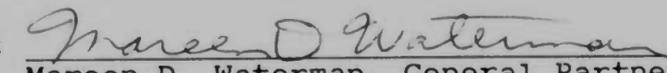
Debtor:

ICEHOUSE PARTNERSHIP

By: 
John R. Chapin, General Partner

By: 
James O. Riley, General Partner

By: 
Thomas J. Hutchison, III,
General Partner

By: 
Maren D. Waterman, General Partner

Dated: October 24, 1986

SCHEDULE A - LEGAL DESCRIPTION

ALL THAT LOT OR PARCEL OF GROUND situate in the Town of Chesapeake Beach, Third Election District of Calvert County, State of Maryland, being known and designated as "Commercial Site, containing 38,733 Square Feet", Addition to Middle Subdivision, as shown on a Plat thereof prepared by McCrone, Inc., Registered Engineers and Land Surveyors, dated October 9, 1985, and recorded on May 15, 1986, among the Plat Records of Calvert County in Plat Book ABE 2, folio 64.

TOGETHER WITH a construction and slope easement over a parcel of land containing 12.80 square feet of land, more or less, as set forth and described in a Deed dated December 14, 1984, from the Town of Chesapeake Beach to Thomas R. Outman and Martha G. Outman, his wife, and recorded among the Land Records of Calvert County in Liber ABE 357, folio 571.

Mailed to Secured Party

Secured Party

A14576

99

BOOK 504 PAGE 443

264494

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

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

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

This financing statement Dated 9/22/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Gerard Company
Address 201 Benton Ave. Linthicum, MD 21090

2. SECURED PARTY

Name A.E.L. Leasing Co., Inc.
Address P.O. Box 13428, Reading, Pa. 19612-3428

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

3. Maturity date of obligation (if any) _____

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

R3300 Fax Machine

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

CHECK THE LINES WHICH APPLY

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)

The Gerard Company

[Signature]
(Signature of Debtor)

Shirley L. Gerard
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, Opera. Coord.
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECORDED
INDEXED
OCT 28 1986



RECORDED
INDEXED

OCT 28 1986

EQUIPMENT COLLISION
CLERK

11/50

py only
with deal

STATE OF MARYLAND

BOOK 504 PAGE 444

FINANCING STATEMENT Form UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 264495

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

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

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

1. DEBTOR

Name James B. Gouldin
Address 907 MARIGOLD ROAD, GLEN BURNIE, MD. 21061

2. ~~ASSIGNEE~~ ASSIGNEE:

Name MANUFACTURERS HANOVER FINANCIAL SERVICES
Address 6001 MONTROSE ROAD, #702
ROCKVILLE, MD 20852

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

3. Maturity date of obligation (if any) 9-1-89

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

NEW BARDWIN & BENCH
ACROSONIC PIANO S/N 1349379



1986 OCT 28 AM 10:02

1986 OCT 28 AM 10:02

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)

907 Marigold Rd.
Glen Burnie, Md. 21061

SECURED PARTY:
RAMSEY MUSIC
161 West St.
Annapolis, Md. 21401

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James B. Gouldin
(Signature of Debtor)

JAMES B GOULDIN
Type or Print Above Name on Above Line

(Signature of Debtor)

11/9
Type or Print Above Signature on Above Line

Mailed to Secured Party

B. D. Hile
(Signature of Secured Party)

B. D Hile
Type or Print Above Signature on Above Line

BOOK 504 PAGE 445
264436

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 _____

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.

RECORD FEE 20.00
INDEX FEE .50
OCT 28 1986

Index numbers of subsequent statements (For office use only)

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

Tsin, Aymna Sultan
d/b/a Moulin De Paris
578 Benfield Village Shopping Center
Severna Park, Maryland 21146

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

Mid-Continent Refrigerator Company
5961 East 39th Avenue
Denver, Colorado 80207

Name & address of Assignee

1986 OCT 28 AM 10:02
AUSTEY COLLISON
CLERK

Date of maturity if less than five years 12/15/90

Check if proceeds of collateral are covered

Description of collateral covered by original financing statement

Purchase Contract #C7451/47594
1 - Model FB-7 7' Long, Case #2913-4; Unit #86C-47800; Bakery Display Mdsr. complete with 1/3-H.P. Copelaveld compressor, self-contained, wired for 115-volt. WHITE. Rear Sliding Doors. Formica Top. 3/Interior Shelves.

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

Describe Real Estate if applicable:

Aymna Sultan Tsin
Signature of Debtor if applicable (Date)

M. Albert M. Albert, President
Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

"FINANCING STATEMENT"
PURCHASE CONTRACT

BOOK 504 PAGE 446

THE STATE OF Maryland (Maryland)
COUNTY OF Anne Arundel } SS. KNOW ALL MEN BY THESE PRESENTS:
(Anne Arundel)

MID-CONTINENT REFRIGERATOR COMPANY

Amyna Sultan Tsin - d/b/a Moulin De Paris herein called "seller", hereby sells to

Amyna Sultan Tsin - d/b/a Moulin De Paris herein called "buyer", and buyer hereby buys from seller, the following personal property which property together with all replacement parts, additions, repairs and accessories heretofore or hereafter incorporated therein or affixed thereto are herein called "equipment" on terms set forth in this Security Agreement. Purchase Contract #C7451/47594

QUANTITY	MAKE	MODEL	SERIAL NUMBER
1	Mid-Continent	FB-7 Bakery	

1 - Model FB-7 7' long, Case #2913-4; Unit #86C-47800; Bakery Display Mdsr. complete with 1/3-H.P. Copelaveld compressor, self-contained, wired for 115-volt. WHITE. Rear Sliding Doors. Formica Top. 3/Interior Shelves.

- Term:** The term of the contract respecting each item of equipment commences upon whichever of the following dates is earlier:
 - The date seller confirms to the buyer of its acceptance of the purchase agreement.
 - The date said item or items of equipment is delivered to buyer.
 - IT IS AGREED THAT THIS CONTRACT CONSTITUTES A FIRM OFFER BY THE SELLER TO SELL TO THE BUYER THE GOODS DESCRIBED IN THE SHIPPING ORDER ATTACHED TO THE CONTRACT UNDER THE TERMS HEREUNDER OUTLINED AND THAT SUCH AN AGREEMENT IS NOT REVOCABLE UNLESS CAUSE FOR REVOCATION IS STATED IN THE AGREEMENT.Unless sooner terminated as hereinafter set forth, the term of this contract respecting each item of equipment expires 48 months from date of contract plus sales tax.

- Payment:** As payment for said equipment, buyer shall pay seller, at its office in Denver, Colorado, or to its order,

Forty-eight installments of \$104.50 (\$104.50) commencing on October 15, 1986 which buyer hereby promises to pay to seller each month thereafter on or before the same day of the month and until forty-eight months have elapsed. Unless sooner paid, all said payment shall be payable in any event on or before the expiration or sooner termination of this contract. d/b/a Moulin De Paris

- Location:** The equipment shall be located at: Street Address 578 Benfield Village Shopping Center
City: Severna Park State: Maryland County: Anne Arundel
and shall not be removed therefrom without seller's prior written consent.

- Use:** Buyer shall comply with all laws, ordinances and regulations in anywise relating to the use, operation or maintenance of the equipment. Buyer shall save seller harmless against actual or asserted violations and pay all costs and expenses of every character occasioned by and arising out of such use. If seller supplies buyer with labels stating that the equipment is owned by seller, buyer shall affix and keep the same upon a prominent place on the equipment.

- Security Impairment:** At all times during business hours, seller shall have the right to inspect the equipment or observe its use, and may remove the equipment forthwith, without notice to buyer, if the equipment is, in the opinion of the seller, being improperly cared for or abused.

- Alterations:** Without the prior written consent of seller, buyer shall not make any alterations, additions or improvements to the equipment. All additions and improvements of whatsoever kind or nature upon to the equipment shall belong to and become the property of the seller upon the expiration or earlier termination of this contract.

- Repairs:** Buyer shall inspect the equipment within 48 hours after its receipt; unless within said time, buyer notified seller, stating the details of any defects, buyer shall effect and bear the expense of all necessary repairs, maintenance, operation and replacements.

8. **Loss and Damage:** Buyer hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever. No loss or damage to the equipment or any part thereof shall impair any obligation of buyer under the contract which shall continue in full force and effect. In the event of loss or damage of any kind whatsoever to any item of equipment, buyer at the option of seller shall: (a) place the same in good repair, condition and working order; or (b) replace the same with like equipment in good repair, condition and working order. Buyer further agrees to maintain fire insurance with extended coverage provisions to the full insurable value of the equipment during the term of this contract or any extension hereof. Said insurance shall be written in a Company satisfactory to seller, said Company to be licensed in State in which equipment is located, and the seller shall be therein named as the loss payee. The policy of insurance shall be at the sole cost and expense of buyer; it shall be deposited with the seller during the term of this contract and shall contain an endorsement that the insurance coverage shall not be cancelled without 30 days prior notice to seller.
9. **Taxes:** Buyer shall keep the equipment free and clear of all levies, liens and encumbrances and shall pay all license fees, registration fees, assessments, charges and taxes (Municipal, State and Federal) including but not limited to ad valorem taxes, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession or use of equipment. Under no circumstances is the seller responsible for the payment of Personal Property Taxes. The buyer agrees to report the equipment covered by the contract, where required to all taxing agencies and is to make payment of all taxes direct to the proper agency. Failure to do so will be cause for any one or separate actions as outlined in Paragraph 14 titled DEFAULT.
10. **Installation:** Buyer shall pay all costs of installation, including drayage from nearest transportation Terminal, unless otherwise specifically set forth in writing and signed by both buyer and seller's representative at time buyer signs contract. Such an agreement to be attached to and become a part of this agreement. Under no circumstances does seller agree to pay the cost of electrical wiring or plumbing in connection with the installation of the equipment covered by this agreement.
11. **WARRANTIES:** BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS AND THAT THERE ARE NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, EXCEPT WRITTEN WARRANTIES PROVIDED BY SELLER, AS TO ANY MATTER WHATSOEVER INCLUDING, BUT NOT LIMITED TO, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WARRANTY IS 90 DAY FREE REFRIGERATION SERVICE AND ONE YEAR REPLACEMENT OF ANY DEFECTIVE PARTS F.O.B. FACTORY. SELLER NOT RESPONSIBLE FOR LOSS OF PRODUCTS DUE TO ANY MECHANICAL FAILURE.
12. **Indemnity:** Buyer shall indemnify seller against, and hold seller harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with or resulting from the equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the equipment.
13. This Statement is filed to perfect a security interest in collateral - under a security agreement signed by debtor authorizing secured party to file this statement.
14. **Default:** If buyer with regard to any item or items of equipment fails to make Payment or other amount herein provided within ten (10) days after the same is due and payable, or if buyer with regard to any item or items of equipment fails to observe, keep or perform any other provision of this contract required to be observed, kept or performed by buyer, seller shall have the right to exercise any one or more of the following remedies:
 - (a) To declare the entire amount of contract hereunder immediately due and payable as to any or all items of equipment, without notice or demand to buyer.
 - (b) To sue for and recover all payments, and other payments, then accrued or thereafter accruing, with respect to any or all items of equipment.
 - (c) To take possession of any or all items of equipment without demand or notice wherever same may be located, without any court order or other process of law. Seller hereby waives any and all damages occasioned by such taking possession. Any said taking of possession shall not constitute a termination of this contract as to any or all items of equipment unless seller expressly so notifies buyer in writing.
 - (d) To terminate this contract as to any or all items of equipment.
 - (e) To pursue any other remedy at law or in equity.

Notwithstanding any said repossession, or any other action which seller may take buyer shall be and remain liable for full performance of all obligations on the part of buyer to be performed under this contract.

All such remedies are cumulative, any may be exercised concurrently or separately. Waiver of any default shall not waive any other default.

15. **Bankruptcy:** Neither this contract nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act as amended, is commenced by or against the buyer, or if the buyer is adjudged insolvent, or if the buyer makes any assignment for the benefit of his creditors, or if a writ of attachment or execution is levied on any item or items of the equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the buyer is a party with authority to take possession or control of any item or items of the equipment, seller shall have and may exercise any one or more of the remedies set forth in paragraph 14 hereof; and this contract shall, at the option of seller, without notice, immediately terminate and shall not be treated as an asset of buyer after the exercise of said option. Buyer waives all right under all exemption laws.
16. **Seller's Expenses:** Buyer shall pay seller all costs and expenses, including attorney's fees incurred by seller in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.
17. **Assignment:** Without the prior written consent of seller, buyer shall not (a) assign, transfer, pledge or hypothecate this contract, the equipment or any part thereof, or any interest therein or (b) sublet or lend the equipment or any part thereof or permit the equipment or any part thereof to be used by anyone other than buyer or buyer's employees. Consent to any of the foregoing prohibited acts applies only in the given instance; and is not a consent to any subsequent like act by buyer or any other person. Subject always to be the foregoing, this contract inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns of the parties hereto. Should seller on receipt of written request from buyer agree to transfer or assign contract to third party, buyer agrees to pay seller its expenses in handling such transfer or assignment. This amount not to be less than twenty dollars (\$20.00).
18. **Seller's Assignment:** It is understood that seller contemplate assigning this Contract and/or mortgaging of the equipment and that assignee may assign the same. All rights of seller in the equipment and hereunder may be assigned, pledged, mortgaged, transferred, or otherwise disposed of, either in whole or in part, without notice to buyer. The assignee's rights shall be free from all defenses, set-offs or counter claims which buyer may be entitled to assert against seller. No such assignee shall be obligated to perform any duty, covenant or condition required to be performed by seller under the terms of this contract.
19. **Ownership:** The equipment is, and shall at all times be and remain, the sole and exclusive personal property of seller; and the buyer shall have no right, title or interest therein or thereto except as expressly set forth in this contract. It is further expressly agreed by buyer that the said equipment shall at all times be removable as the personal property of the seller and under no circumstances shall the same be considered or treated as part of the realty or real property upon which it is or may hereafter be situated.
20. **Interest:** Should Buyer fail to pay any part of the payments herein reserved or any other sum required by buyer to be paid to seller, within ten (10) days after the due date thereof, buyer shall pay unto the seller interest and collection expenses on such delinquent payment from the expiration of said ten (10) days until paid at the rate not to exceed 10% of contract payments as delinquent charges.
21. **Notices:** Service of all notices under this agreement shall be sufficient if mailed to the party involved at its respective address hereinafter set forth mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.
22. **Gender: Number:** Whenever the context of this contract requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural; and whenever the word "seller" is used herein it shall include all assignees of seller. If there is more than one buyer named in this contract the liability of each shall be joint and several.
23. **Time is of the Essence:** Time is expressly declared to be of the essence of this contract and of each clause hereof and that the waiver by the seller of strict compliance with the terms hereof shall not be treated or considered as a waiver of any further or future performance due thereafter pursuant to the terms of this contract.

24. Purpose: The equipment is sold for commercial use and not for personal, household or agricultural use.

25. Execution: Buyer and seller expressly agree that any litigation in regards to this contract shall occur in Denver, Colorado. It is further expressly agreed that this contract shall become a contract upon the written execution by the buyer and upon the written acceptance by the seller in Denver, Colorado. It does not become binding upon the seller until accepted and it shall be construed in accordance with the laws of the State of Colorado.

WITNESS: Jack Blevins 8/4-86 Amya Sultan Tsin d/b/a Moulin De Paris
Jack Blevins Amya Sultan Tsin (Owner)

Date: August 14, 1986 Address: 578 Benfield Village Shopping Center
City & State: Severna Park, Maryland 21146

Buyer

STATE OF _____ }
COUNTY OF _____ } SS

On this _____ day of _____, 19 ____ A.D., before me, a Notary Public, in and for the County of _____ State of _____, duly commissioned and sworn, personally appeared _____

known to me to be the person _____ whose name _____ is/are subscribed to the foregoing instrument and acknowledged to me that _____ he _____ executed the same the the purpose and consideration therein expressed.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in and for said County and State the date and year in this certificate first above written.

(Seal) _____ Notary Public in and for the
County of _____ State of _____

My commission expires: _____
MID-CONTINENT Refrigerator Co.

By M. Albert President
5961 East 39th Avenue
Denver, Colorado 80207
SELLER

State of Colorado }
County of Denver } SS

M. Albert, being duly sworn deposes and says that 5 he represents the Mid-Continent Refrigerator Company, and that 5 he has knowledge of the facts, and that the consideration of the within instrument was actual and adequate, and that the same was given in good faith for the purpose in such instrument set forth.

Sworn to and subscribed before me this 21st day of August, 19 86 A.D.

(Seal) Dennis C. Hamilton
Dennis C. Hamilton Notary Public in and for
5961 East 39th Avenue County Denver and State of Colorado
Denver, CO 80207

My commission expires: My Commission expires September 16, 1988

Mailed to Secured Party

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

261197

For Filing Officer _____

File No.: _____

Record Reference: _____

Date & Hour of Filing _____

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

1. LESSEE Paramount Packing & Rubber, Inc.

 _____ (Name or Names)
4012 Belle Grove Road, Baltimore, Maryland 21225
 _____ (Address)

LESSEE _____
 _____ (Name or Names)
 _____ (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Federal Savings Bank of Maryland
 of LESSOR _____
 _____ (Name or Names)
8200 Harford Road Baltimore, MD. 21234
 _____ (Address)

4. This financing Statement covers the following types (or items) of property:
 1 - Sperry Model 5000-40 Micro Computer, 6 - WYSE Model 50 Terminals, 1 - Okidata
 Model 2410 Printer, 2 - Okidata Model 193 Printers, 1 - Resolve Custom Software
 Package (General Accounting System)

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

<p>LESSEE</p> <p><u>Paramount Packing & Rubber, Inc.</u></p> <p>By: <u>William W. Huber</u> <u>President</u> _____ William W. Huber President (Type or print name of person signing)</p> <p>By: _____ _____ (Title) _____ (Type or print name of person signing)</p>	<p>LESSOR</p> <p><u>CHESAPEAKE INDUSTRIAL LEASING CO., INC.</u></p> <p>By: <u>Brian G. Connelly</u> _____ Brian G. Connelly Manager (Type or print name of person signing)</p> <p>Return to: <u>Lessor</u></p>
--	--

RECEIVED FOR RECORD
 OCT 28 AM 10:02
 AUBREY COLLISON
 CLERK

Mailed to Secured Party


FINANCING STATEMENT FORM UCC-1

Identifying File No. 264498

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

If transaction or transactions wholly or partially subject to 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 Timothy Schwoerer d/b/a Jet Machine Shop

Address 2315 Mountain Road, Pasadena MD

2. SECURED PARTY

Name Sunnen Products Company

Address 7910 Manchester Avenue

St. Louis, Missouri 63143

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

3. Maturity date of obligation (if any)

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

Certain machinery and equipment manufactured by Sunnen Products Company including:

1 HS-60 Honing Stand Serial # 2494

and various tooling.

CR CLERK

RECORDS & CLERK DEPARTMENT ST. LOUIS COUNTY

1986 OCT 28 AM 10:02

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)

Mailed to Secured Party

17850

(Signature of Debtor)

Timothy Schwoerer d/b/a Jet Machine Shop Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jean Guse, Credit Manager (Signature of Secured Party)

Sunnen Products Company Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264439

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

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

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

This financing statement Dated 9-22-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Rick H. Griffith
Address 1086 Galway Rd Davidsonville, Md 21035

2. SECURED PARTY

Name Baldwin Service Ctr
Address 41 Defense Hwy Annapolis, Md 21401
Assignee of Secured Party KUBOTA CREDIT CORPORATION, USA
4444 SHACKLEFORD RD.
NORCROSS, GEORGIA 30093

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

3. Maturity date of obligation (if any)

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

- 1- Kubota Tractor Model B6200HSD S/N 50796
1- Kubota Mower Model RC60-72H S/N 11343

Name and address of Assignee

RECEIVED FOR RECORD
1986 OCT 28 10:10 AM
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: Rick H. Griffith
Type or Print Above Name on Above Line

Signature of Debtor
Type or Print Above Signature on Above Line

Signature of Secured Party: Hse H. Fink
Type or Print Above Signature on Above Line

CR CLERK
RECEIVED FOR RECORD
1986 OCT 28 AM 10:03
AUBREY COLLISON CLERK

Handwritten initials: 1/15/86

BOOK 504 PAGE 453

264500

FINANCING STATEMENT

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

1. NAME AND ADDRESS OF DEBTOR:

SHOR, LESTER H.
173 Jennifer Road
Annapolis, Maryland 21401

2. NAME AND ADDRESS OF SECURED PARTY:

GIBRALTAR FEDERAL SAVINGS BANK, FSB
107 Ridgely Avenue
Annapolis, Maryland 21401

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in, to and under that certain Deed of Trust Note dated October 1, 1982 in the original principal amount of \$100,000.00 made by Nautilus Club, Inc. to the order of Bank of Maryland, endorsed by Bank of Maryland to Gibraltar Building and Loan Association, Inc., predecessor in interest to Secured Party, on December 5, 1983 and further endorsed by Secured Party to Debtor on even date herewith and further endorsed by Debtor to Secured Party as security on even date herewith, as such Deed of Trust Note may be amended, modified, extended, renewed or replaced from time to time.

(b) All right, title and interest of Debtor in, to and under that certain Deed of Trust dated October 1, 1982 by and between Nautilus Club, Inc. and T. Allen Phillips and Frank S. Pellegrini, Trustees for the benefit of Bank of Maryland, assigned by Bank of Maryland to Gibraltar Building and Loan Association, Inc., predecessor in interest to Secured Party, on December 5, 1983, securing the Deed of Trust Note and encumbering certain property located in Anne Arundel County, Maryland, as such Deed of Trust may be amended, modified, extended, renewed or replaced from time to time.

(c) All right, title and interest of Debtor in, to and under that certain Mortgage Note dated November 30, 1983 in the original principal amount of \$100,000.00 made by Charles J. Schwartzberg and Judith R. Schwartzberg, his wife, to the order of Gibraltar Building and Loan Association, Inc., predecessor in interest to Secured Party, endorsed by

11-50

RECORD FEE 11.00
FEB 16 1986
1986 OCT 28 AM 10:03
10 28 86

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CLERK

1986 OCT 28 AM 10:03

STATE OF MARYLAND
CLERK

Secured Party to Debtor on even date herewith and further endorsed by Debtor to Secured Party as security on even date herewith, as such Mortgage Note may be amended, modified, extended, renewed or replaced from time to time.

(d) All right, title and interest of Debtor in, to and under that certain Indemnity Mortgage made by and between Charles J. Schwartzberg and Judith R. Schwartzberg, his wife, and Gibraltar Building and Loan Association, Inc., predecessor in interest to Secured Party, dated November 30, 1983 encumbering certain property located in Anne Arundel County, Maryland, assigned by Secured Party to Debtor by a certain Assignment of Indemnity Mortgage made by Secured Party in favor of Debtor on even date herewith and further assigned by Debtor to Secured Party by a certain Assignment of Indemnity Mortgage as Security made by Debtor in favor of Secured Party on even date herewith, as such Indemnity Mortgage may be amended, modified, extended, renewed or replaced from time.

(e) All proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

4. Proceeds and products of collateral are covered hereunder.
5. This transaction (is) ~~(is not)~~ exempt from the recordation tax.

Principal amount of debt initially incurred is: \$60,000.00.

6. RETURN TO: Jean Sheftic Bilodeau, Esquire
Weinberg and Green
100 South Charles Street
Baltimore, Maryland 21201

DEBTOR:


Lester H. Shor

August 1, 1986
(Date signed by Debtor)

Mailed to Secured Party

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>Mr. Arvin Paul Gamble 5235 Grenock Drive Lothian, Md. 20711</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 CONSUMER LOAN DEPT. Attn: Supervisor Consumer Loan Collateral 21203 Return to Secured Party J. M. HITCH</p>
--	---

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

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

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

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

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

E. Other.

1984 Ford Lyndy Mobile Home 26'. S/N 80277.

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

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 20,000.00

DEBTOR:

Mr. Arvin Paul Gamble
(Type Name)

By: Arvin Paul Gamble

By: _____

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

By: C. Payne

Cheryl A. Payne
(Type Name)

9/23 1984
(Date Signed by Debtor)

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

Stamps 140.00
Record 11.00
4151.00
Postage 50
4151.50

Mailed to Secured Party

CR CLERK
1986 OCT 28 AM 10:03
E. HUSKEY COLLISON CLERK

EXHIBIT A
=====

page 1

attached to and forming a part of the Maryland UCC-1 between The North Arundel Hospital Association, as lessee, and Builders Leasing Company, as lessor.

Seven (7) Nellcor N-100 Pulse Oximeters w/ seven (7) DS-100 Durasensors

Seven (7) Ohmeda 5200 carbon dioxide monitors

EMERGENCY ROOM MONITORING PROJECT

page 2 to Exhibit A of the Maryland UCC-1
between The North Arundel Hospital Association,
Inc. and Builders Leasing Company

The following Hewlett-Packard equipment:

BOOK 504 PAGE 458

Qty :	Description
3	: HP78354A PATIENT MONITOR
3	: OPTION A12 Provides ECG, Respi- ration, (2) invasive blood pressures : pulse, auxiliary, and temperature
3	: OPTION C07 Provides non-invasive : blood pressure
3	: OPTION J12 Provides digital output
3	: OPTION J20 Provides arrhythmia : bandwidth
3	: OPTION K06 Provides patient cable
3	: OPTION K32 Provides (5) non-inva- : sive cuff sizes
1	: HP78354A PATIENT MONITOR
1	: OPTION A12 Same as Above : serial # 22416 00186
1	: OPTION C07 Same as Above
1	: OPTION J12 Same as Above
1	: OPTION J20 Same as Above
1	: OPTION E10 Provides leads
1	: OPTION K12 Provides 5 lead cable
1	: OPTION K22 Provides auxiliary cable
1	: OPTION K32 Same as Above
1	: HP78000A1 HARDWARE KITS
4	: OPTION R56 Provides wall mount : adapter
	CENTRAL MONITORING
1	: HP78560A CENTRAL MONITOR
1	: OPTION A03 Provides multi-para- : meter Interface for 6 patients
1	: OPTION G24 Provides arrhythmia : for (4) bedside monitors
1	: OPTION H01 Provides HP2225D : ThinkJet printer
1	: HP78581A COMMUNICATION CON- : TROLLER : serial number 2228A00817
1	: HP78599A1 CABLING KITS
1	: HP78000A1 HARDWARE KITS
1	: OPTION R67 Provides Swivel mount
	PAGEWRITER CARDIOGRAPHS
2	: HP4750A Pagewriter Cardiograph
1	: OPTION 910 Provides Manuals
2	: HP4722B Mobile Cart : LESS: SILVER ANNIVERSARY OFFER
1	: HP4750A Pagewriter Cardiograph : Serial Number 2504A010641 : less consignment discount 22%
1	: HP4722B Mobile Cart
	DEFIBRILLATORS
2	: HP43100A Defibrillator/Monitor
1	: OPTION Y02 Provides Training Film : Less Trade Discount
3	: HP43110A Defibrillator/Monitor
1	: OPTION Y02 Provides Training Film
3	: OPTION K01 Provides Accessories : Less Trade Discount
	ARRHYTHMIA SYSTEM
1	: HP78720AC Arrhythmia System
1	: OPTION A04 Adds four beds
1	: OPTION A06 Battery Back-up
1	: OPTION H01 Hard Copy Printer
1	: HP78510B Display Controller
1	: C02 Provides eight channel display
1	: HP78599A1 System Cabling

page 3 to Exhibit A of the Maryland UCC-1 between The North Arundel Hospital Association and Builders Leasing Company

CATH LAB RECORDING SYSTEM

The following equipment manufactured by Hewlett-Packard

- 01 01 8890B
CATH LAB RECORDING SYSTEM.
Includes Fiberoptic Recorder; Display Scope; 3 Pressure Amps; 1 ECG Amp with Patient Cable; 1 General Purpose Amp; Remote Junction Box; and System Console
- 01 Option 020
Add Remote Slave Scope (78309A).
- 01 Option 021
Provides Console Top Swivel Scope Mount
- 03 Option 061
Delete One 8805D Pressure Conditioner.
- 01 Option 015
Add HIS Study Channel; Includes 8811D Amplifier; Interconnection Tray; Biodistribution Box; 14067M Cable and 6 14279I Leads.
- 01 Option 056
Add One Non-Fade Display Control (78301A).
- 01 Option 062
Delete One 8802A General Purpose Amplifier.
- 02 02 15050A
Digital display for 4 readouts. Specify readout options and channel for each customer selected parameter. Specify on order; which parameter on which channel.
- 02 Option 010
Systolic pressure readout.
- 02 Option 011
Diastolic pressure readout.
- 02 Option 015
Mean pressure readout.
- 02 Option 016
Heart rate readout.
- 02 Option 034
Hardware for mounting the 15055 on a wall mount.
- 03 01 14039E
Signal selector switches 8 signals between 8 patients; new corporate frame cabinet.
- 01 Option 039
Rack mounting hardware.
- QUARTZ PRESSURE TRANSDUCERS
- 04 03 1290A
1290A Quartz Physiological Pressure Transducer for use with Hewlett-Packard Pressure Monitors.
- 03 Option 002
Connector to plug into HP Monitors with twin-ax input connectors.
input connectors.
- 05 01 8805D
Pressure signal conditioner. Includes automatic zero; outputs for systolic diastolic and mean pressure and DP/DT.
CONSIGNMENT SERIAL #2324A02016
- 06 01 8805D
Pressure signal conditioner. Includes automatic zero; outputs for systolic diastolic and mean pressure and DP/DT.

BOOK 504 PAGE 459

page 4 to Exhibit A of
the UCC-1 between The
North Arundel Hospital
Association and Builders
Leasing Company

BOOK 504 PAGE 460

Olympus GIF-P10 OES Gastrointestinal Fiberscope, s/n 2614645
Olympus GIF-XQ10 OES Gastrointestinal Fiberscope, s/n 2636899
Olympus CF-P10S OES Sigmoidofiberscope, s/n 2612119
Olympus CF-10L OES Colonofiberscope, s/n 1641756
Olympus GIF-P10 OES Gastrointestinal Fiberscope, s/n 2614794

Mailed to Secured Party

~~204578~~

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 240735

RECORDED IN LIBER 444 ; FOLIO 453 ON December 9, 1981 (DATE)

1. DEBTOR

Name Bathtique International, Ltd.
Carnegie Place
Address 247 North Goodman Street
Rochester, New York 14607

2. SECURED PARTY

Name Marine Midland Bank, N.A.
Attn: Stephanie Salvatore
Address One Marine Midland Plaza
Rochester, New Ygrk 14639

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

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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

1050

Mailed to Secured Party



Dated

8-11-86

[Signature]

(Signature of Secured Party)
Donald J. Arcieri, AVP
Marine Midland Bank, N.A.

Type or Print Above Name on Above Line

RECEIVED
STATE OF MARYLAND

98 OCT 28 AM 10:03

AUDREY COLLISON
CLERK

044 Glen Burnie

BOOK 504 PAGE 482

FINANCING STATEMENT

File No 264504

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

<p>1. DEBTOR(S) and Address(es)</p> <p>MBA Container Corporation 135 Roesler Road Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <i>Larry L. Taylor</i></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 _____ (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. **Yale Industrial Forklift, Model GLO30CBJUAFO83, S/N 431335**

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

5. This transaction (is) (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ **11,000.00**

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

MBA Container Corporation

By: *Frank H. Knoke*

By: *Harold Druman*

Frank H. Knoke, V.P.

By: _____

September 10, 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.

11/50

CR CLERK

Mailed to Secured Party

1986 OCT 28 AM 10:03

E. AUDREY COLLISON CLERK

11.00
77.00
30
1.741 31745
05.00 86

BOOK 504 PAGE 483

201505

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) BRINLEY, WILLIAM A. P.O. BOX 6607 ANNAPOLIS, MD 21401	2. Secured Party(ies) and address(es) IR L-TEC CREDIT CORP. c/o Integrated Resources, Inc. 666 Third Avenue New York, NY 10017	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) 10.00 10.30 108-53 AT 28 08
4. This statement refers to original Financing Statement bearing File No. <u> </u> Book-496 Page-214 Filed with <u>ANNE ARUNDEL CO. CLERK</u> Date Filed <u>3/27/86</u> #261037		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input checked="" type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.		

10. All collateral described on UCC-1 assigned to: The Royal Bank of Canada
Park Avenue Plaza
55 E. 52 Street
New York, NY 10055
Attn: Harriett Higgins
No. of additional Sheets presented: _____

IR L-TEC CREDIT CORP.
AGENT
By: _____ Signature(s) of Secured Party(ies)

By: _____ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical
STANDARD FORM - FORM UCC-3

1050



RECEIVED WITH RECORD
ANNAPOLIS COUNTY
1985 OCT 28 AM 10:04
E. AUBREY COLLISON
CLERK

Mailed to Secured Party

264506

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): SAM ABRASHOFF
Address: BONNIE J ABRASHOFF
517 BONFIELD ROAD SUITE 205
SEVERNA PARK MD 21146

2. Name of Secured Party: The ANNAPOLIS BANK AND 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: SOFTWARE (ACCOUNTS RECEIVABLE practice management, SORT UTILITY, ACCOUNTS RECEIVABLE DOCUMENTATION) for computer system, 2 lighting printers and scanner; IBM AT enhanced model; IBM monochrome display; AND ADAPTER for printer; 1 CABLE 15" IBM PARALLEL LEASED FS-185 printer

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):

Samuel Abrashoff
SAMUEL ABRASHOFF
Bonnie J. Abrashoff
BONNIE J ABRASHOFF

Secured Party:

The ANNAPOLIS BANK AND TRUST CO
(Type Name of Dealership)

By: Jim Paul Kochel
(Authorized Signature)
John M. Kochel
ASSISTANT Vice President
(Type Name and Title)

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

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

Mailed to Secured Party

RECORDED
1986 OCT 28 AM 10:04
E. AUBREY COLLISON
CLERK

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

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

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

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

1. DEBTOR

Name Nova Enterprises, Inc.
 Address 406 Yantz Drive, Severna Park, Md. 21146

2. SECURED PARTY

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

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

3. Maturity date of obligation (if any) _____

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

One (1) Trillium 616 Telephone System with
 One (1) KSU, S/N 860601187
 One (1) DSS/BLF EBS78T13766-KF-T
 Seven (7) Telephone Sets

Name and address of Assignee

CONDITIONAL SALES CONTRACT

EQUIPMENT LOCATED AT: 212 Najoles Drive
 Millersville, Md. 21108

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)
 Nova Enterprises, Inc.

1152

Thomas P. Prickett
 (Signature of Debtor)

Thomas P. Prickett/President
 Type or Print Above Name on Above Line

 (Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

NATIONAL SURETY LEASING, INC.

Carole Hardesty
 (Signature of Secured Party)

Carole Hardesty
 Type or Print Above Signature on Above Line

1986 OCT 28 AM 10:04
 E. AUBREY COLLISON
 CLERK

BOOK 504 PAGE 486

264598

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) Alco Gravure, Inc. 50 Essex Street Rochelle Park, NJ 07662 201-6330584-908	2 Secured Party(ies) and address(es) Chrysler Financial Corporation 777 Passaic Avenue Clifton, NJ 07012	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: Equip. See Schedule A Equip. Loc. 7364 Baltimore and Annapolis Glen Burnie, MD 21061 "This is a true lease transaction. This notice is being filed for notice purposes only and should not be construed as creating or evidencing a security interest under the UCC."		5. Assignee(s) of Secured Party and Address(es)
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		Filed with:
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:		
<u>Alco Gravure, Inc., Lessee</u> By: <u>J. J. Mannion</u> Signature(s) of Debtor(s)	<u>Chrysler Financial Corporation, Lessor</u> By: <input checked="" type="checkbox"/> <u>Richard W. London</u> Signature(s) of Secured Party(ies)	

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

CR CLERK

1986 OCT 28 AM 10:04
E. AUBREY COLLISON
CLERK

SCHEDULE A

Equipment description for Schedule 908 to Master Lease
 No. 201-63-30584 by and between
 201-6330584-908 Chrysler Financial Corporation, as lessor
 and Alco Gravure, Inc., as lessee

One (1) Muller-Martini Corp. Model #341 Rotary Trimmer (Serial No. 99.12518) with

- Casters
- Two (2) 90° Diverts
- Three (3) knife units with top and bottom knives
- Two (2) Service Carts
- Control Panel, Pluggable connections
- Single Point Trim Delivery for Hook-up to Purchasers Pipes and Central Trim Removal System
- One (1) Work Bench for knife sharpening including knife grinding device
- Three (3) Spare knife units with top knives
- One (1) Additional Milling Motor

One (1) Muller-Martini Corp. Model 269 straight infeed conveyor element with reject gate and 90° power turn to the right and One (1) Muller-Martini Corp. Model 286 Refeed Station (combined serial number 99.12678)

One (1) DaVerio conveyor system, as per drawing #62.95049 provided by Muller-Martini Corp. to Alco Gravure, Inc. on June 2, 1986, with

- One (1) Vertical pick-up station with stream aligning and sliding unit
- One (1) Vertical delivery station with sliding unit and emergency dump gate
- One (1) Electronically controlled double drive with two (2) 3.0KW DC motors
- Sixty-six (66) meters of conveyer chain, chain guide rail and three (3) roller support bars.

ALCO GRAVURE, INC., as
 lessee

BY: J. F. Mammie

TITLE: Controller

DATE: 9/24/86

CHRYSLER FINANCIAL CORPORATION,
 as lessor

BY: Richard W. Londo

TITLE: District Manager

DATE: 9/24/86

Mailed to Secured Party

FINANCING STATEMENT

Not subject to recordation tax
 Subject to recordation tax on principal amount of \$0,000.00.....

1. Name of Debtor(s): Arthur I. Messinger
Address: 166 West Street
Annapolis, MD 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND
Address: ~~8701 GEORGETOWN AVENUE~~ 209 Main Street
~~ANNAPOLIS, MD 21401~~ Annapolis, MD 21401

3. This Financing Statement covers the following types (or items) of property:
- 1) One new 1986 Televideo 30 MB hard disc computer, Serial #86070521 D
 - 2) One new 1986 Okidata Model 292 80 column printer, Serial #228695 476 9924

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): Arthur I. Messinger
[Signature]

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

(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)

1966 OCT 28 AM 10:04
E. AUBREY COLLISON
CLERK

11-
42-
SU

CR
CLERK

Mailed to Secured Party

BOOK 504 PAGE 469

264510

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name(s) (Last Name First)	2. Debtor(s) Complete Address(es)	
Enviro Structures LTD	P.O. Box 1084, 285 Oak Court Severna Park, Maryland 21146	
3. & 4. Secured Party(ies) and Complete Address(es)	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840		
7. This financing statement covers the following types (or items) of property: (Describe)		
1978 Bantam, 266 Backhoe, serial #60630 1984 Bantam, 266 Backhoe, serial #66249 1984 Bantam, R942LC Excavator, serial #2592		
8a. (<input checked="" type="checkbox"/>) Proceeds are also covered. 8b. () Products of collateral are also covered. No. of additional sheets presented.		
Filed with CIRCUIT COURT CLERK OF <u>Anne Arundel</u> County; Other <u>SDAT</u>		
9. Transaction is (<input checked="" type="checkbox"/>), is not (), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ <u>201,000.00</u>		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s)		
<u>Enviro Structures LTD</u>		
<u>Richard Feliciano</u> President		
Signature(s) of Secured Party(ies) or Assignee(s)		
<u>Citizens Bank and Trust Co. of MD.</u>		
<u>Barbara A. Wise</u> By <u>Branch Manager</u>		
<u>Barbara A. Wise</u> (Title)		
NOTE—Type or Print Names Clearly Below Signatures.		
Mailed to Secured Party		
FILING OFFICER COPY		
Printed in U. S. A.		

1986 OCT 28 AM 10:04
RUBEN COLLISON
CLERK

11-
1407 SD

264511

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) ROY K. VANDERHOEF Holiday Estates LOT 680 CLARK ROAD JESSUP MD 20794		2 Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD #245 WOODBRIDGE, VA 22191		3 <input type="checkbox"/> The Debtor is a transmitting utility.	
5 This Financing Statement covers the following types (or items) of property 1980 WINDSOR 70 X 14 SERIAL # ZWI701411617 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL		6 Assignee(s) of Secured Party and Address(es)		4 For Filing Officer Date, Time No Filing Office	
8 Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.		9 Name of a Record Owner		7 <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in Item 8)	
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or <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).			

ROY K. VANDERHOEF GREEN TREE ACCEPTANCE INC.

By *Roy Vanderhoef* Signature(s) of Debtor(s)
By *Donna C Swire* 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



Mailed to Secured Party

1986 OCT 28 AM 10:04
E. AUBREY COLLISON

Not Recorded
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.

261512

1. DEBTOR

Name Hubers' Bus Service, Inc.

Address 103 Wells Avenue, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Maryland Leasecorp

Address 25 South Charles Street

Baltimore, Maryland 21201

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

3. Maturity date of obligation (if any) _____

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

See Schedule A attached

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 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)

William J. Hubers
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

First Maryland Leasecorp

W.R. Brown
(Signature of Secured Party)

W.R. Brown - Account Executive
Type or Print Above Signature on Above Line

RECORDED
INDEXED
1986 OCT 28 AM 10:05
CLERK

1180

BOOK 504 PAGE 472

SCHEDULE A

The herein described property and all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements thereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) new 1986 International Model 1853 school bus s/n 1HVLPUXM8GHA53191 with a 66 passenger Thomas school bus body.

Equipment Location: 103 Wells Avenue
Glen Burnie, MD 21061 and various other locations.

Mailed to Secured Party *[Signature]*

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 764513

If transaction or transactions wholly or partially subject to 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 BECCA General Contracting, Inc.
Address 406 Headquarters Drive Suite 207 Millersville, MD 21153

2. SECURED PARTY

Assignee:

Name KUBOTA CREDIT CORPORATION, USA N.J. Richardson & Sons, Inc.
SOUTHEAST DIVISION
Address 4444 SHACKLEFORD RD. 6400 Windsor Mill Road
NORCROSS, GEORGIA 30093 Baltimore, MD 21207

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

3. Maturity date of obligation (if any) _____

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

one Kubota B8200 tractor - serial # 20212
one Kubota RCB60-1 mower - serial # 10910

RECEIVED FOR RECORD
11:00
OCT 28 1966

KCC #54900-839359

CHECK THE LINES WHICH APPLY

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

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

Jeffrey M. Newman
Type or Print Above Name on Above Line

[Signature]
(Signature of Debtor)

Jeffrey M. Newman, President
Type or Print Above Signature on Above Line

Mailed to Secured Party

CR
CLERK

W. E. Richardson, Pres.
(Signature of Secured Party)

Wm. E. Richardson
Type or Print Above Signature on Above Line

RECEIVED FOR RECORD
JACQUES COUNTY, N.C. COUNTY
1966 OCT 28 AM 10:05
E. AUBREY COLLISON
CLERK

1179

FINANCING STATEMENT (UCC-1)

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

1. Name of Debtor(s) (or Assignor): ALCAP Construction, Inc.
 Address: 8009-I Jumpers Hole Rd.
 Pasadena, MD 21122

2. Name of Secured Party (or Assignee) THE BANK OF BALTIMORE
 Address: Attention: Commercial Loan Department
 P.O. Box 896
 Baltimore, MD 21203

RECORDED 11:00
 INDEXED 109:11
 OCT 28 1986

3. This Financing Statement covers the following types (or items) of property:
 See Schedule A attached hereto and made a part hereof by reference.

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

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

Debtor(s): ALCAP Construction, Inc.
James C. Collison (Pres)
Ralph F. Ebbenhause Secretary

Secured Party:
 THE BANK OF BALTIMORE
 By: *Ralph F. Ebbenhause*
 Ralph F. Ebbenhause, AVP
 Type Name and Title

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



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

1150-

1986 OCT 28 AM 10:05
 AUBREY COLLISON
 CLERK

"Schedule A"

BOOK 504 PAGE 475

All of the Obligor's inventory 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.

All of the Obligor's contract rights, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

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

All of the Obligor's general intangibles, (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.

All of the Obligor's chattel paper both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, the Obligor assigns and grants to the Bank a security interest in all property and goods both now owned and hereafter acquired by the Obligor which are sold, leased, secured, are the subject of, or otherwise covered by, the obligor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

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

Mailed to Secured Party

~~204516~~

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) Whittington, Robert 111 Church Rd Arnold MD 21212		2. Secured Party(ies) Name(s) And Address(es) Alban Tractor Co Inc 8531 Pulaski Hwy Baltimore MD 21237		No. of Additional Sheets Presented:
3. (a) This statement refers to original Financing Statement bearing File No. 1211406 Filed with Anne Arundel Co. Date Filed Jun 12 1986		Date Filed Jun 12 1986		For Filing Officer
(b) If the original Financing Statement has previously been continued list the Filing No. of the last continuation filled.		(c) If the original filing was a fixture filing or covered timber or accounts subject to G.S. 25-9-103, (5) mark this block <input type="checkbox"/>		
4. <input type="checkbox"/> Continuation. The original financing statement between the foregoing debtor and secured party, bearing the number shown above is still effective.				
5. <input type="checkbox"/> Termination. Secured Party no longer claims a security interest under the financing statement bearing file number shown above. (A termination statement signed by a person other than the secured party of record must include or be accompanied by the assignment of a statement by the secured party of record that he has assigned interest to the signer of the termination statement.)				
6. <input checked="" type="checkbox"/> Assignment. The secured party's rights under the financing statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9.				
7. <input type="checkbox"/> Amendment. Financing statement bearing file number shown above is amended as set forth in Item 9.				
8. <input type="checkbox"/> Release. Secured party releases the collateral described in Item 9 from the financing statement bearing the number shown above.				
9. 1 New Caterpillar D3B Track-Type Tractor S/N 27Y03986 Assigned to: Caterpillar Financial Services Corporation 10630 Little Patuxent Pkwy Columbia MD 21044				
10. Signatures:		Alban Tractor Co Inc.		
By _____		By <i>[Signature]</i>		
Debtor(s) (necessary only if Item 7 is applicable)		Secured Party(ies)		
(1) Filing Officer Copy - Numerical 1080		FINANCING STATEMENT CHANGE		
		Standard Form Approved by N. C. Sec. of State and other States shown above.		
		UCC-3		

1986 OCT 28 AM 10:05
E. AUBREY COLLISON
CLERK

BOOK 504 PAGE 478

264517

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)

Wayne M. Johnson
8464 Bussendus Rd
Pasadena, MD 21122

2 Secured Party(ies) and Address(es)

Elliott Equipment Company, Inc.
P.O. Box 401
Easton, MD 21601

3 Maturity date (if any):

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

RECEIVED
MAY 28 1982
10 21 80

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

One 1982 GMC model 6500 s/n 1GDS7D4G4CV593853 with attached
14' Steel Perfection body s/n 384927.

This filing is made for informational purposes only and is not
subject to Recordation Tax.

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

Paccar Financial Corporation
P.O. Box 510
Moorestown, NJ 08057

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:

Wayne M. Johnson
Signature(s) of Debtor(s)

Filing Office Copy-Alphabetical

11-50

By:

Samuel H. Hall
Signature(s) of Secured Party(ies)

Signature(s) of Secured Party(ies)

603469 Rev. 12-80



Mailed to Secured Party

1986 OCT 28 AM 10:05

WALLISON

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 504 PAGE 479
Identifying File No. 264518

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

If transaction or transactions wholly or partially subject to 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 AUTOGRAPH
Address 614 THIRD ST. ANNAPOLIS, MD. 21403

2. SECURED PARTY

Name COMPUGRAPHIC CORPORATION
Address 200 Ballardvale Street Wilmington, MA 01887

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

3. Maturity date of obligation (if any) _____

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

System MCSPV5/8000A
and related items as more fully set forth on lease dated 6/17/86, by and between AUTOGRAPH and Compugraphic Corporation. This filing is being made in the event that contrary to the Party's understanding and intent, the lease of the described system is held to be a secured transaction under the uniform commercial code. This filing is made in accordance with Article 9, Section 408.

1986 OCT 28 AM 10:05
E. AUBREY COLLISON
CLERK

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)

Mailed to Secured Party

B. Nadia Toy
(Signature of Debtor)

B. NADIA TOY
Type or Print Above Name on Above Line
OWNER

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

COMPUGRAPHIC CORPORATION

Cliff A. Whittemore
(Signature of Secured Party)

CLIFF A WHITTEMORE
Type or Print Above Signature on Above Line

17-50.

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~60688388~~

RECORDED IN LIBER 495 FOLIO 495 ON March 6, 1986 (DATE)

1. DEBTOR

Name Severn Graphics, Inc.
Address 7590 Ritchie Hwy., Glen Burnie, Maryland 21061

2. SECURED PARTY

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

Chesapeake Industrial Leasing Co., Inc., 8767 Satyr Hill Rd., Balto., MD. 21234
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) _____

CHECK FORM OF STATEMENT

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.)

1-E00205 Brooke BP-1200 Cutter w/ Punch Detector,
1-I00017 Polie Punch Marker, 1-Constamat RX55-36,
1-Roll Feed & Take-Up, 1-Water Panel w/ Film & Flow Meters and Thermostat



10/80

Credit Alliance Corporation

Dated August 28, 1986

K. M. Louis
(Signature of Secured Party)
K. M. LOUIS

Type or Print Above Name on Above Line

Mailed to Secured Party

RECEIVED 8/28/86

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

1986 OCT 28 AM 10:05

S. AUBREY COLLISON
CLERK

264519

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: Sundance Corporation
(Name or Names—Last Name First)
536 Higgins Drive, Odenton, Maryland 21113
(Address)

2 SECURED PARTY: THE BANK OF GLEN BURNIE
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

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

- 1 - Control Computer
- 1 - Correlator
- 1 - Conveyor
- 1 - Chemical Tire Applicator
- 2 - Soaping and Rinse Arches
- 2 - Wrap Around Brushes
- 1 - Top Brush
- 2 - Rocker Panels
- 2 - Window and Van Brushes
- 1 - Air Dryer
- 1 - Wash Reclaim
- 1 - Hydraulic System
- 1 - Primary Soaper

RECEIVED
FEE \$11.00
\$1.70
OCT 28 1986

- 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: \$ 60,000.00
Sixty thousand dollars

1986 OCT 28 AM 10:05
E. AUBREY COLLISON
CLERK

8. Filed with: The Clerk for the Circuit Court for Anne Arundel County

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

Dated this 28th day of August, 1986

DEBTOR: Sundance Corp
William W. McNamee Pres.
Carol S. McNamee Sec. Treas.

SECURED PARTY:
THE BANK OF GLEN BURNIE
By: [Signature]
Norman E. Botts
Vice President and Cashier

By: _____
(Title)

1150

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

Mailed to Secured Party

Anna Arnold Co

BOOK 501 PAGE 452

264520

FINANCING STATEMENT

File No

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

1. DEBTOR(S) and Address(es) F. Scott Jay & Company, Inc. P.O. Box 482 214 Najoles Drive Millersville, Maryland 21108	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: <u>Mary Stafford</u> T0609 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 Wholesale Lumber Products (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:

Watkin CP12 Panel Saw (3 Phase)
Weinig Profimate 4-Sided Molder, Model 22N, SN:226574

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

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

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

E. Other.

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

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)
Principal amount of debt initially incurred is: \$ 31,200.00

DEBTOR:

F. Scott Jay & Company, Inc.
By: [Signature]
By: F. Scott Jay, President

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND
By: [Signature]
Stephen G. Evseeff, A.V.P.
(Type Name)
September 25th 19 86
(Date Signed by Debtor)



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

Mailed to Secured Party

1986 OCT 28 AM 10:05

TAUBERT COLLISON CLERK

Handwritten notes: 11, 22050, 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

264521

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

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

This financing statement Dated 9/29/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HEARTH & HOME DIST., INC.
Address 10305 GUILFORD RD. ANNAPOLIS, MD. 21045

2. SECURED PARTY

Name MAI BASIC FOUR, INC.
Address P.O. BOX C-11921, SANTA ANA, CA. 92711

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

3. Maturity date of obligation (if any) _____

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

(1) MEMORY BOARD, 4MB W/ECC, SYSTEM 8000

Mfg. and sold by MAI BASIC FOUR, INC.
Proceeds of collateral are covered.

#WA4626 CUST#007922001 SHPD 9/29/86

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 be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Deborah Smith 9/30/86

(Signature of Debtor)
HEARTH & HOME DIST., INC.

DEBORAH SMITH - ATTORNEY
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Jenan Wilhelm

(Signature of Secured Party)
MAI BASIC FOUR, INC.
JENAN WILHELM, CREDIT & COLLECTIONS

Type or Print Above Signature on Above Line

RECORD FEE 14.00
INDEXING FEE 10.00
TOTAL FEE 24.00
OCT 28 1986

1986 OCT 28 5:10:05

F. AUDREY COLLISON
CLERK

BOOK 504 PAGE 484

~~261500~~

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) Herring Bay Marina, Inc. 6057 Herring Bay Rd. Deale, MD	2. Secured Party(ies) and address(es) 3M Business Products Sales Ctr. 8301 Greensboro Drive, #300 McLean, VA 22102	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) OCT 28 10:00 OCT 28 11:30 OCT 28 11:30
4. This statement refers to original Financing Statement bearing File No. 70940 442-600 Filed with Anne Arundel County Date Filed October 15, 1981 19		

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

No. of additional Sheets presented:

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

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical



Mailed to Secured Party

RECEIVED FOR RECORD
 DEPT. OF CLERK & COURTS
 1986 OCT 28 AM 11:30
 E. AUBREY COLLISON
 CLERK

MARYLAND FINANCING STATEMENT

264523

UCC-1

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

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

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

1. DEBTOR: FERGUSON TRENCHING COMPANY, INC.
(Name or Names)
123 REVELL HIGHWAY ANNAPOLIS, MARYLAND 21401
(Address)

DEBTOR: _____
(Name or Names)

(Address)

2. SECURED PARTY: ALBAN TRACTOR CO., INC.
(Name or Names)
P. O. BOX 9595 BALTIMORE, MARYLAND 21237
(Address)

3. ASSIGNEE (if any)
of SECURED PARTY: UNION TRUST COMPANY OF MARYLAND
(Name or Names)
P. O. BOX 22497 BALTIMORE, MARYLAND 21203
(Address)

4. This Financing Statement covers the following types (or items) of property:
One (1) New Caterpillar Model 225B Hydraulic Excavator, s/n 2ZD00257

SEARCHED _____ INDEXED _____
SERIALIZED _____ FILED _____
OCT 24 1986
BALTIMORE COUNTY

NOT SUBJECT TO RECORDATION TAX - CONDITIONAL SALES CONTRACT

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

- 6. Proceeds of Collateral are covered hereunder: Yes No
- Products of Collateral are also covered: Yes No

Mailed to Secured Party

RECORDED
BALTIMORE COUNTY
1986 OCT 28 AM 11:30
EQUIPMENT COLLISION
CLERK

DEBTOR(S):
FERGUSON TRENCHING COMPANY, INC.
By: *Stephen R Ferguson* V.P.
(Title)
STEPHEN R FERGUSON
(Type or print name of person signing)

SECURED PARTY:
ALBAN TRACTOR CO., INC.
By: *Mark M. Welsh*
MARK WELSCHE
(Type or print name of person signing)

CR CLERK

By: _____
(Title)

(Type or print name of person signing)

Return To: UNION TRUST COMPANY OF MARYLAND
P. O. BOX 22497 TO508
BALTIMORE, MARYLAND 21203



TO BE
 NOT TO BE

RECORDED IN
LAND RECORDS

SUBJECT TO
 NOT SUBJECT TO

RECORDING TAX
ON PRINCIPAL
AMOUNT OF

\$ _____

FINANCING STATEMENT

264525

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

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)

SECURED PARTY:
Mellon Bank (East) National Association
(Company, if applicable)

TREASURER PHILIP FRIEDMAN
Type or Print

(Signature of Debtor)

Type or Print

Beth A. Woodring
(Signature of Secured Party)

Assistant 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 _____

1986 OCT 28 AM 11:30
E. W. COLLISON



25 50

1. The equipment and other personal property described in the schedules attached hereto (the "Equipment"), being the Equipment leased under those certain Equipment Schedule Nos. 09, 10, 11 and 12 dated May 20, 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.

SCHEDULE

Seven (7) Nellcor N-100 Pulse Oximeters w/ seven (7) DS-100 Durasensors

Seven (7) Ohmeda 5200 carbon dioxide monitors

BOOK 504 PAGE 490

Olympus GIF-P10 OES Gastrointestinal Fiberscope, s/n 2614645
Olympus GIF-XQ10 OES Gastrointestinal Fiberscope, s/n 2636899
Olympus CF-P10s OES Sigmoidofiberscope, s/n 2612119
Olympus CF-10L OES Colonofiberscope, s/n 1641756
Olympus GIF-P10 OES Gastrointestinal Fiberscope, s/n 2614794

EMERGENCY ROOM MONITORING PROJECT

The following equipment from Hewlett-Packard:
BEDSIDE PATIENT MONITORING

BOOK 504 PAGE 491

Qty :	Description
3	: HP78354A PATIENT MONITOR
3	: OPTION A12 Provides ECG, Respi- : ration, (2) invasive blood pressures : pulse, auxiliary, and temperature
3	: OPTION C07 Provides non-invasive : blood pressure
3	: OPTION J12 Provides digital output
3	: OPTION J20 Provides arrhythmia : bandwidth
3	: OPTION K06 Provides patient cable
3	: OPTION K32 Provides (5) non-inva- : sive cuff sizes
1	: HP78354A PATIENT MONITOR
1	: OPTION A12 Same as Above : serial # 2241G 00186
1	: OPTION C07 Same as Above
1	: OPTION J12 Same as Above
1	: OPTION J20 Same as Above
1	: OPTION E10 Provides trends
1	: OPTION K12 Provides 5 lead cable
1	: OPTION K22 Provides auxiliary cable
1	: OPTION K32 Same as Above
1	: HP78000A1 HARDWARE KITS
4	: OPTION R56 Provides wall mount : adapter

CENTRAL MONITORING

1	: HP78560A CENTRAL MONITOR
1	: OPTION A03 Provides multi-pa- : rameter interface for 6 patients
1	: OPTION G24 Provides arrhythmia : for (4) bedside monitors
1	: OPTION H01 Provides HP2225D : thinkjet printer
1	: HP78581A COMMUNICATION CON- : TROLLER : serial number 2228A00817
1	: HP78599A1 CABLING KITS
1	: HP78000A1 HARDWARE KITS
1	: OPTION R67 Provides Swivel mount

PAGewriter CARDIOGRAPHS

2	: HP4750A Pagewriter Cardiograph
1	: OPTION 910 Provides Manuals
2	: HP4722B Mobile Cart : LESS: SILVER ANNIVERSARY OFFER
1	: HP4750A Pagewriter Cardiograph : Serial Number 2504A010641 : less consignment discount 22%
1	: HP4722B Mobile Cart

DEFIBRILLATORS

2	: HP43100A Defibrillator/Monitor
1	: OPTION Y02 Provides Training Film : Less Trade Discount
3	: HP43110A Defibrillator/Monitor
1	: OPTION Y02 Provides Training Film
3	: OPTION K01 Provides Accessories : Less Trade Discount

ARRHYTHMIA SYSTEM

1	: HP78720AC Arrhythmia System
1	: OPTION A04 Adds four beds
1	: OPTION A06 Battery Back-up
1	: OPTION H01 Hard Copy Printer
1	: HP78510B Display Controller
1	: C02 Provides eight channel display
1	: HP78599A1 System Cabling

CATH LAB RECORDING SYSTEM
The following equipment from Hewlett-Packard:

BOOK 504 PAGE 492

- 01 01 8890B
CATH LAB RECORDING SYSTEM.
Includes Fiberoptic Recorder; Display Scope; 3 Pressure Amps; 1 ECG Amp with Patient Cable; 1 General Purpose Amp; Remote Junction Box; and System Console
- 01 Option 020
Add Remote Slave Scope (78309A).
- 01 Option 021
Provides Console Top Swivel Scope Mount
- 03 Option 061
Delete One 8805D Pressure Conditioner.
- 01 Option 015
Add HIS Study Channel; Includes 8811D Amplifier; Interconnection Tray; Biodistribution Box; 14067M Cable and 6 142791 Leads.
- 01 Option 056
Add One Non-Fade Display Control (78301A).
- 01 Option 062
Delete One 8802A General Purpose Amplifier.
- 02 02 15050A
Digital display for 4 readouts. Specify readout options and channel for each customer selected parameter. Specify on order: which parameter on which channel.
- 02 Option 010
Systolic pressure readout.
- 02 Option 011
Diastolic pressure readout.
- 02 Option 015
Mean pressure readout.
- 02 Option 016
Heart rate readout.
- 02 Option 034
Hardware for mounting the 15055 on a wall mount.
- 03 01 14039E
Signal selector switches 8 signals between 8 patients; new corporate frame cabinet.
- 01 Option 039
Rack mounting hardware.
- QUARTZ PRESSURE TRANSDUCERS
- 04 03 1290A
1290A Quartz Physiological Pressure Transducer for use with Hewlett-Packard Pressure Monitors.
- 03 Option 002
Connector to plug into HP Monitors with twin-ax input connectors. inputconnectors.
- 05 01 8805D
Pressure signal conditioner. Includes automatic zero; outputs for systolic diastolic and mean pressure and DP/DT.
- 06 01 8805D
CONSIGNMENT SERIAL #2324A02016
Pressure signal conditioner. Includes automatic zero; outputs for systolic diastolic and mean pressure and DP/DT.

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. 240608

RECORDED IN LIBER 444 FOLIO 271 ON 11/30/81 (DATE)

1. DEBTOR

Name Scott E. Burgess

Address Monumental Title Bldg.

650 Ritchie Highway

2. SECURED PARTY

Severna Park, Maryland 21146

Name Marine Midland Bank, N.A.

Attn: Stephanie Salvatore

Address One Marine Midland Plaza

Rochester, New York 14639

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.)

RECORDED
INDEXED
OCT 28 1981
10:57
OCT 26 86



Dated

8-12-84

(Signature)

(Signature of Secured Party)

Donald J. Arcieri

Marine Midland Bank, N.A.

Type or Print Above Name on Above Line

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. 260897

RECORDED IN LIBER 496 FOLIO 70 ON March 19, 1986 (DATE)

1. DEBTOR

The Card Shop, Inc. TA
Name The Card Shop #4
558A Gov. Ritchie Highway
Address Severna Park, Maryland 21446

2. SECURED PARTY

Name Hallmark Cards, Incorporated
25th & McGee Trwy.
Address Kansas City, Missouri 64108

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>Account number 007712 (county)</p>	

10.00
.50
10.50
OCT 28 86

1986 OCT 28 AM 11:31

WILLIAM E. COLLISON

Dated August 18, 1986

Hallmark Cards, Incorporated

S. A. Roberts Note Co-or.
(Signature of Secured Party)

S. A. Roberts

Type or Print Above Name on Above Line



Mailed to Secured Party

County or City Clerk

STATE OF MARYLAND

BOOK 504 PAGE 495

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264526

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

If transaction or transactions wholly or partially subject to 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 GARNETTE, John E., D.D.S. - Capital Plaza Office Building
Address 6200 Annapolis Rd. - Suite 205, Landover Hills, MD 20784

2. SECURED PARTY

Name HPSC, INC.
Address 25 Stuart Street
Boston, MA 02116

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

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

See Form "A" Attached.

CHECK THE LINES WHICH APPLY

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

John E. Garnette D.D.S. (Signature of Debtor)

John E. Garnette D.D.S. Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

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

1986 OCT 28 AM 11:31
CRO CLERK
E. AUBREY COLLISON

1150



REVISED

Form A

John E. Garnette, D.D.S.

Schedule to Equipment

Quantity	Mfg.	Item Description
1	BELMONT	024 Chair
1	"	080 Dr.'s Stool
1	"	081 Assist.'s Stool
1	DENTECH	WM 305 Wall Unit - Dr.'s
1	DENTALEZ	Tub Starter Set
1	DENTECH	Assist.'s Inst HVE Package
1	DENTALEZ	Track Light
1	H.C.	Lumix II X-Ray 70 KVP
1	AIRTECH	Peri Pro I w/Loader
1	H.C.	View Box DE100
1	H.C.	Plaster Trap
1	BALDOR	353T - Lathe
1	TORIT	Model Trimmer 320 A
1	H.C.	Vibrator #1
1	CAULK	Vari Mix II
1	W.D.	5300 Electro Surg Unit
1	TYCOSE/SYBRON	M7 Speed Clave
1	JEN-AIR	12-50 DL Compressor
1	DENTSPLY	699 MVS Jr. Pump
1	H.C.	Mobile Cabinet
1	H.C.	Ultrasonic Cleaner w/Access.
1	DENTECH	Quad Holder
1	OHMEDA	MDM - 0151 Sedation Unit
1	H.C.	Air Dryer - RAO-1
1	H.C.	Lab Engine Hand Piece
1	DENTSPLY	Cavitron 2002 w/Tips
1	RITTER	Chair
1	DENTECH	Unit 1 Chair Mt'd
1	RITTER	Light
1	RITTER	Light Post Extension
1	DENTECH	Vac Pac, Post Mt.'d
1	DELTUBE	Dr.'s Stool
1	DELTUBE	Assist.'s Stool

Mailed to Secured Party

X John E. Garnette

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 504 PAGE 497
Identifying File No. 264527

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

If transaction or transactions wholly or partially subject to 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 Kop-Flex, Inc.

Address Harmans Rd., Harmans, MD 21077

2. SECURED PARTY

Name Textron Financial Corporation

Address 18201 Von Karman Ave., Suite 300, Irvine, CA 92715

2000 Century Plaza, Suite 441, Columbia, MD 21044

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

3. Maturity date of obligation (if any) _____

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

New Computer Equipment (AT & T 3B2/400 Computer System) and its proceeds including all goods, accounts, chattel paper, documents, instruments and contract rights.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)



Mailed to Secured Party

(Signature of Debtor)

Kop-Flex, Inc.

Type or Print Above Name on Above Line

J. E. Stevenson Jr

(Signature of Debtor)

J. E. STEVENSON JR

Type or Print Above Signature on Above Line

Thomas M. Roberts

(Signature of Secured Party)

Thomas M. Roberts

Type or Print Above Signature on Above Line

1150

1988 OCT 28 AM 11:31
E. AUBREY COLLISON
CLERK

264523

BOOK 504 PAGE 498

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) Dr. Joseph N. Fiore D.C.P.C. 8021 Ritchie Highway Pasadena MD 21122	2 Secured Party(ies) and address(es) Sherman & Company 23100 Lincolnshire Dr. Cleveland, OH 44140 Assigned: The Firestone Bank 24 North Park Ave. Lisbon, OH 44432	

RECORD FEE 11.00
 INDEX FEE .50
 TOTAL FEE 11.50
 OCT 28 1986

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

Transworld X-Ray Suite SN# A1-5020	(3) Carts N/A
Konica Processor SN# QX60A	Minolta Copier SN# 350
(3) Zenith Tables SN# 55	IBM Typewriter SN# WW6
(3) Therapy Tables SN# 716P	ATT Phone System SN# 410
Mettler Autotherm SN# 300	Neuropatholator SN# System 3
Orthion HiVolt SN# IV	
Orthion Combi SN# Combi I	
Hydroculator SN# E-Z	
Dector Scale SN# 439	
(2) Exam Stool SN# 1100	

Check if covered: Proceeds of Collateral are also covered Products of Collateral are also covered No. of additional sheets presented: _____
 This financing statement is to be indexed in the real estate records of the county in which the real estate is situated.

Filed with: Anne Arundel Clerk of County Court
 This instrument prepared by Janet Sherman

Dr. Joseph N. Fiore D.C.P.A.
 By: *[Signature]* Signature(s) of Debtor(s)
 Sherman & Company
 By: *[Signature]* Signature(s) of Secured Party(ies)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-2
 Approved by The Secretary of State
 The Ohio Legal Blank Co. Cleveland
 Publishers and Dealers Since 1883

Filing Officer Copy — Alphabetical

Mailed to Secured Party

STATE OF OHIO
 COUNTY OF CUYAHOGA
 1986 OCT 28 AM 11:31
 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.

264529

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

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

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

1. DEBTOR

Name The Yacht Basin Company Inc.
P.O. Box 168
Address 2 Compromise Street, Annapolis, Maryland 21404

2. SECURED PARTY

Name Centron Financial Services, Inc.
Route 9 & The Garden State Parkway
Address P.O. Box 74, New Gretna, N.J. 08224

Person & address to whom statement is to be returned if different from above.

3. Maturity date of obligation (if any) March, 1987

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

- | | |
|---|---------------------|
| 1987 Viking 41' Convertible | Hull #VKY418401687 |
| Twin G.M. 671STI, 450HP Detroit Diesels | Ser. #6A452240-Port |
| | Ser. #6A452155-Stbd |
| 8.0KW Kohler Diesel Generator | Ser. #184857 |

Check (X) the lines which apply

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

Annette S. Maslanka
Signature of debtor
The Yacht Basin Company Inc.
By: **Annette s. Maslanka, Power of Atty.**
Type or print above name

Signature of debtor

Type or print above name

[Signature]
Signature of secured party
Centron Financial Services, Inc.
Type or print above name

RECEIVED
CLERK
1986 OCT 28
E. AUBREY COLLISON
CLERK

STATE OF MARYLAND

BOOK 504 PAGE 500

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264529.

RECORDED IN LIBER 504 FOLIO 499 ON 11/7/86 (DATE)

1. DEBTOR

Name The Yacht Basin Company Inc.
P.O. Box 168
Address 2 Compromise Street, Annapolis, MD 21404

2. SECURED PARTY

Name Centron Financial Services, Inc.
Route 9 & The Garden State Parkway
Address P.O. Box 74, New Gretna, n.J. 08224

Hull 3VKY41840I687

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

3. Maturity date of obligation (if any) March, 1987

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: center;">Security Savings and Loan Association 18 Northeast Avenue Vineland, New Jersey 08360</p>	

1986 OCT 28 AM 11:55
E. RUSSEY COLLISON
CLERK

Dated 9-25-86


(Signature of Secured Party)

Centron Financial Services, Inc.
Type or Print Above Name on Above Line

264530

1. NAME AND ADDRESS OF DEBTOR:

Teledata Systems Corporation
1302 Buchanan Place
Ft. Washington, Maryland 20744
and
7400 Ritchie Highway
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

First American Bank of Maryland
210 E. Lombard Street
Baltimore, Maryland 21202

3. THIS FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:

(a) Furniture and Equipment. All of Debtor's furniture, equipment, and supplies (including all present and future additions, attachments, accessions, substitutions, and replacements), used in or related to the Debtor's business, and all proceeds thereof in any form whatsoever;

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

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

4. Recordation Tax on a taxable debt in the amount of Seventy Nine Thousand Eight Hundred Dollars (\$79,800.00) has been paid to the Maryland State Department of Assessments and Taxation.

TELEDATA SYSTEMS CORPORATION

By: Gregory A. Davis (SEAL)
Gregory A. Davis,
President

FIRST AMERICAN BANK OF MARYLAND

By: W. Joseph Carton (SEAL)
W. Joseph Carton,
Assistant Vice President

AFTER RECORDATION, PLEASE RETURN TO:

John R. Wise, Esquire
Moore, Libowitz & Thomas
334 St. Paul Place
Baltimore, Maryland 21202

Mailed to Secured Party

MOORE, LIBOWITZ
& THOMAS
ATTORNEY AT LAW
334 ST. PAUL PLACE
BALTIMORE, MARYLAND
21202

1986 OCT 28 AM 11:55
E. ADRIAN COLLISON
CLERK



STATE OF MARYLAND

BOOK 504 PAGE 502

UNIFORM COMMERCIAL CODE

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

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 26023 C777 R01
Anne Arundel County
RECORDED IN LIBER 495 FOLIO Page 50 260509 ON Feb 21, 86 (DATE)

1. DEBTOR

Name Michael Zickovich, Jr. d/b/a Tidewater Rental Center, Inc.
Address 166 Penrod Court Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Ingersoll-Rand Company
Address 200 Chestnut Ridge Road
Woodcliff Lake, N.J. 07675

REC'D FEB 19 1986
ANNE ARUNDEL COUNTY
RECORDS & CLERK
11:47 AM
FEB 28 1986

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

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.) Amendment</p>
	Amend to add serial number 152779	

REC'D FEB 19 1986
ANNE ARUNDEL COUNTY

1986 OCT 28 AM 11:55
PROPERTY COLLISION



Dated _____

Nancy Erickson
(Signature of Secured Party)

Ingersoll-Rand Company

Type or Print Above Name on Above Line

Mailed to Secured Party

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3 Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)
Goady, Charles R. & Ann M.
24 Snog Harbor Way
Earlville, Md. 21919

2. Secured Party(ies) and address(es)
U.S. ENERGY CONSERVATION CORP.
6911 RICHMOND HIGHWAY, #490
ALEXANDRIA, VIRGINIA 22306

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

RECORD FEE 12.00
SEARCH FEE 1.50
TOTAL 13.50
OCT 28 1986

4. This financing statement covers the following types (or items) of property:
10 Energy Lock III Double Hung style
1 Three section slider
Includes capping, sunglasses & screens
CONDITIONAL SALES CONTRACT
TRK EXEMPT

5. Assignee(s) of Secured Party and Address(es)
Barclays American/Fin.
424 Maple Avenue, East
Vienna, Virginia 22180

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

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

Filed with: ANNE ARUNDEL COUNTY

By: Charles R. Goady
Ann M. Goady
Signatures(s) of Debtor(s)
ANN & GOADY

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

STANDARD FORM - FORM UCC-1.

(1) File - Original Copy - Alphabetical

Mailed to Secured Party

RECORDED
INDEXED
1986 OCT 28 AM 11:55
ANNE ARUNDEL COUNTY
PROPERTY COLLISION

BOOK 504 PAGE 504

~~201500~~

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) LEE OLDSMOBILE, INC. 7370 CRAIN HWY., BOX 606 GLEN BURNIE, MD 21061	2. Secured Party(ies) and address(es) REYNA FINANCIAL CORP. 800 GERMANTOWN ST. DAYTON, OH 45407	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. 06883 <u>442-561</u> Filed with ANNE ARUNDEL COUNTY CLERK Date Filed 10-14-81 19__		
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: _____ REYNA FINANCIAL CORP. By: <u>Keyl A. Phillips, Legal Assistant</u> Signature(s) of Secured Party(ies)		

SEARCH FEE 10.00
 INDEX FEE 1.00
 TOTAL FEE 11.00
 OCT 28 1986
 ANNE ARUNDEL COUNTY CLERK

By: _____
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
 (1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

RECEIVED & RECORDED
 ANNE ARUNDEL COUNTY
 1986 OCT 28 AM 11:55
 W. DASHLEY COLLISON
 CLERK



264533

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 \$ 137,536.00. 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 MD STATE DEPT # 455-40 8/29/86

5. Debtor(s) Name(s) Stuart Distributing Co., Inc.
T/A Marvin's Sport City Address(es) Glen Burnie Mall
Room 225
Glen Burnie, Maryland 21061

6. Secured Party Maryland National Bank Address P.O. Box 17372
Baltimore, Maryland 21203
Attention: LDRU
(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.

Stuart Distributing Co., Inc. T/A Marvin's Sport City

Edward J. Weib (Seal)
Edward J. Weib, President

_____ (Seal)

Secured Party
Maryland National Bank
Carol Carty (Seal)
Carol Carty, Assistant Vice President
Type name and title

MARYLAND NATIONAL BANK

207-95 REV 7/85

CR CLERK

1986 OCT 28 PM 4:11

14/86

4466231-0001

SCHEDULE A

BOOK 504 PAGE 506

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

Financing Statement between Stuart Distributing Company, Inc. and
Maryland National Bank dated August 8, 1986

All leasehold improvements

BOOK 504 PAGE 507
CERTIFICATION FOR ALLOCATION
 OF MARYLAND RECORDATION TAX

Date: August 8, 1986

TO: CLERK

RE: Stuart Distributing Company, Inc. T/A Marvin's Sport City

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

1.	Value of exempt Collateral	\$ 1,520,000.00
2.	Value non-exempt Collateral	\$ 347,000.00
3.	Value of Total Collateral	\$ 1,867,000.00

4. Computation of Amount of Debt Exempt from Recordation Tax:

<u>Value of Exempt Collateral</u>	X	Total Amount	=	Amount of
<u>Value of Total Collateral</u>		of Debt		Debt Exempt
		Secured		from Tax
\$ 1,520,000.00	X	\$ 740,000.00	=	\$ 602,464.00
\$ 1,867,000.00				

5.	Loan Amount	-	Amount of Debt Exempt from Tax	=	Amount of Non-Exempt Debt
	\$ 740,000.00	-	\$ 602,464.00	=	\$ 137,536.00

6. Recordation Tax Due on Non-Exempt Debt:

Amount of Non-Exempt Debt	X	Tax Rate Per \$1,000	=	Recordation Tax Due
\$ 137,536.00	X	\$ 3.30	=	\$ 455.40

By: William H. Hays
 Chairman of the Board

Mailed to Secured Party

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

Roll No. 444 Page No. 135
Identification No. 240530 Dated Nov. 23, 1981

1. Debtor(s) Albert and Mary Thompson
Name or Names—Print or Type
485 Monterey Ave. Odenton MD 21113
Address—Street No., City - County State Zip Code

2. Secured Party Equitable Bank, n.A.
Name or Names—Print or Type
100 S. Charles Street Baltimore MD 21201
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

10.00
30
114.30
103 28 86

Mailed to Secured Party

1986 OCT 28 PM 4:11
LUCAS BROS. CO.
114 N. CALLETON

Dated: September 15, 1986
Equitable Bank, N.A.
Name of Secured Party
[Signature]
Signature of Secured Party
C. L. Carr Assistant Vice President
Type or Print (include Title if Company)

10/50

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

Roll No. 477 Page No. 511
Identification No. 253822 Dated Sept. 14, 1984

1. Debtor(s) { Pasquale and Braun Cardullo
Name or Names—Print or Type
9827 Charbank Lane Baltimore MD 21220
Address—Street No., City - County State Zip Code
Equitable Bank, N.A.

2. Secured Party { 100 S. Charles Street Baltimore MD 21201
Name or Names—Print or Type
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) _____

4. Check Applicable Statement:

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

SEARCH FEE 10.00
INDEX FEE 2.50
TOTAL FEE 12.50
OCT 28 1986



1986 OCT 28 PM 4:11
E. AUBREY COLLISON
CLERK

Dated: September 15, 1986 Equitable Bank, N.A.
Name of Secured Party
[Signature]
Signature of Secured Party
C. L. Carr Assistant Vice President
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Mailed to Secured Party

1050

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1 261617

BOOK 504 PAGE 510
Identifying File 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 LESSEE:

Name Lee Oldsmobile
Address 7370 Crain Highway, Glen Burnie MD 21061

RECORD FEE 11.00
POSTAGE .30
TOTAL 11.30
OCT 28 1986

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) L#55611

1 Model 42-092 Bear Computerized 4 Gas Analyis System w/ Printer

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Lee Oldsmobile D. Paris
Dully Authorized See Copy of Lease
(Signature of Debtor) LESSEE:

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cheryl A. Seidman
(Signature of Secured Party) LESSOR

EATON FINANCIAL CORPORATION
Type or Print Above Signature on Above Line

CR
CLERR

1986 OCT 28 PM 4:11

E. AUBREY COLLISON
CLERK

EATON FINANCIAL CORPORATION
 A SUBSIDIARY OF THE LEASE FACTOR, INC.

1000 Main Street • P.O. Box 71, South Station • Framingham, MA 01701 • Tel. (617) 620-0099

Account 16369
 BOOK 504

LEASE NUMBER
 504-110511
 DATE 6.11.86

NAME AND ADDRESS OF LESSEE
 (Complete Legal Name)

SUPPLIER OF EQUIPMENT (Complete Address)

Lee Oldsmobile, Inc.
 7370 Crain Highway
 Glen Burnie, Maryland 21061

Bear Automotive Mid Atlantic Corp
 150-E Penrod Court
 Glen Burnie, Maryland 21061

Ernest Swawson

(301) 761-8386

(301) 761-8386

PERSON TO CONTACT

TELEPHONE NO

SALESPERSON

TELEPHONE NO

DESCRIPTION OF EQUIPMENT LEASED / (Include make, year model, identification and model numbers or marks)

1 - Model 42-092 Bear Computerized 4 Gas Analysis System w/Printer

EQUIPMENT TO BE DELIVERED AND LOCATED AT
 SAME

TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")

1. SCHEDULE OF LEASE PAYMENTS DURING INITIAL TERM OF LEASE.

TERM OF LEASE NUMBER OF MONTHS	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL INITIAL PAYMENT	INITIAL PAYMENT REPRESENTING PAYMENT FOR FIRST AND LAST <input type="checkbox"/> ONE <input checked="" type="checkbox"/> TWO <input type="checkbox"/> THREE <input type="checkbox"/> FOUR (OTHER) ___ MOS. (OTHER) ___ MOS.
		PAYMENT	TAX	OTHER		
36	36	259.50	12.97		\$544.95	

ADDITIONAL PROVISIONS

2. LEASE. 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 SIDE HEREOF. LESSEE agrees that, if there is any inconsistency between the Terms and Conditions of this Lease and of any of the LESSEE'S written purchase orders, the terms of this Lease will govern. The Lease Payments shall commence when the LESSEE has received Equipment which is equal to fifty percent of the value at cost to LESSOR of all the Equipment to be leased hereunder, and shall continue thereafter to be paid on the same day of each succeeding month in the amount specified and for the total number of payments as provided in the Schedule of Lease Payments as set forth above. All Lease Payments by LESSEE shall be payable at the office of LESSOR or at such other place as LESSOR may from time to time appoint. LESSEE hereby authorizes LESSOR the use of the initial Lease Payments made by LESSEE under this Lease, provided that LESSOR accounts to LESSEE for said payments at the termination of the lease. THE LEASE PAYMENTS SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD IF THE ACTUAL TOTAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE, AND IN THAT EVENT THE LESSEE AUTHORIZES LESSOR TO ADJUST THE LEASE PAYMENTS UPWARD OR DOWNWARD, NOT TO EXCEED TWENTY PERCENT (20%).

3. WARRANTIES. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. LESSEE has made the selection of the above Equipment from the Manufacturer or Vendor (hereinafter collectively called "SUPPLIER") based on its own judgment and expressly disclaims any reliance upon any statements or representations made by the SUPPLIER. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR OPERATION THEREOF. In no event shall LESSOR be liable for any indirect, special or consequential damages; and without limiting the generality thereof including for any loss, cost or damage to LESSEE or others arising from defects, negligence, delays, failure of delivery, or non-performance of the Equipment. Any warranty by the SUPPLIER, which is assignable, is herewith assigned to LESSEE by LESSOR without recourse. Such warranty will not release LESSEE from its obligations to LESSOR to make Lease Payments and to keep, maintain, and surrender the Equipment in good condition.

4. DELIVERY AND ACCEPTANCE. The Equipment shall be shipped directly to the LESSEE by the SUPPLIER. LESSEE agrees to accept such delivery of the Equipment and upon installation thereof to execute and deliver to LESSOR the Delivery and Acceptance Receipt submitted by LESSOR. LESSEE further agrees that the validity of this Lease shall not be affected by any delay in the shipment of the Equipment by the SUPPLIER. In the event that LESSEE has not executed and delivered to LESSOR, the submitted Delivery and Acceptance Receipt upon installation of the Equipment, then it shall be conclusively presumed, as between LESSOR and LESSEE, that the Equipment is acknowledged to be in good working order and condition and that LESSEE has accepted and is satisfied that the Equipment constitutes the Equipment specified in this Lease. By execution hereof, the signer hereby certifies that he has read this Lease consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Lease on behalf of the LESSEE, and hereby acknowledges receipt of a copy of this Lease. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATIONS AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE LEASE PAYMENTS SET FORTH IN THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

EATON FINANCIAL CORPORATION LESSOR

by [Signature]
 Authorized Signature and Title

Date 6-11-86

Lee Oldsmobile, Inc.

LESSEE

by [Signature]
 Authorized Signature and Title

Date 6-11-1986

ORIGINAL LEASE

AFFIX SEAL

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264534

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

If transaction or transactions wholly or partially subject to 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 Delta Imported Cars
Address 1210 Forest Dr Annapolis MD 21403

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION
Address The Beaumont Building, P.O. Box 71, South Station Framingham, Massachusetts 01701

Person And Address To Whom Statement Is To Be Returned 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 Alltest Advantage Model #2010 Serial #A617029CADC
1 Alltest 4-Gas Analyzer Model #2014 Serial #10134

LA 55230

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

CHECK THE LINES WHICH APPLY

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

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

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

Mailed to Secured Party

RECEIVED BY CLERK
1986 OCT 28 PM 4:11
E. AUGER / COLLISON
CLERK

Ronald C. Kell
(Signature of Debtor) LESSEE:

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Cheryl D. Lashburn
(Signature of Secured Party) LESSOR

EATON FINANCIAL CORPORATION
Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. _____

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

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 EDI Inc.
Address 7484 - R Candelwood Road - Hanover, Maryland 21076

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 - Vivid system LLCP Comp Projector
- 1 - Vivid System VA100 Video Adapter
- ~~1 - Vivid System VC161 Cable~~
- 1 - Vivid System VC161 Cable

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

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

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joseph H. Taylor
(Signature of Debtor) LESSEE:

X
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Cheryl Kasikowski
(Signature of Secured Party) LESSOR

EATON FINANCIAL CORPORATION
Type or Print Above Signature on Above Line

RECORDS & COMMUNITY SERVICES
CR CLERK
49660728 PM 4:11
EATON FINANCIAL CORPORATION
EATON FINANCIAL CORPORATION
EATON FINANCIAL CORPORATION

BOOK 504 PAGE 514

261536

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

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):
Exide Electronics Corporation
P.O. Box 58189
Raleigh, NC 27658

(2) Secured Party(ies) (Name(s) And Address(es):
Wachovia Leasing Corporation
P.O. Box 3099
Winston-Salem, NC 27150

(3) (a) Collateral is or includes fixtures.
(b) Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered
(c) Crops Are Growing Or To Be Grown On Real Property Described In Section (5).
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

RECORDED 11:00
INDEXED 1:30
OCT 28 1986
CITY OF WASHINGTON

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

6 TEK 2220 Digital Storage Oscilloscopes LOCATION: 939 Elkridge Landing Road, Suite 110, Linthicum, MD 21090
Together with all additions, attachments, substitutions, replacements, or improvements, to or for any of the forgoing and any and all proceeds (including insurance) arising from or by virtue of the sale, lease or other disposition of the forgoing rights, interest, and property.

"This equipment is the subject of a lease and filing is for information purposes only."
 Products of the Collateral Are Also Covered. TOTAL PRINCIPAL INDEBTEDNESS UNDER ANY CONTINGENCY DOES NOT EXCEED \$23,655.00

(6) Signatures: Debtor(s)

Exide Electronics Corporation

(By) Lonnie Sempas Treasurer
Standard Form Approved by N.C. Sec. of State and other states shown above.

Wachovia Leasing Corporation

(By) William E. Delanty AVP

Signature of Secured Party Permitted in Lieu of Debtor's Signature:
(1) Collateral is subject to Security Interest In Another Jurisdiction and
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

CR CLERK

1986 OCT 28 PM 4:12
UCC-1

Mailed to Secured Party

11-
108-
SD

BOOK 504 PAGE 515

264537

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): Baldwin Service Center, Inc. 41 Defenser Highway Annapolis, Md. 21401-7096	2. Secured Party(ies) Name(s) and Address(es): BENATI USA, INC. 16201 Trade Zone Avenue Suite 103 Upper Marlboro, MD 20772
4. For Filing Officer: Date, Time, No. Filing Office	
5. This Financing Statement covers the following types (or items) of property: All equipment manufactured by Benati SpA and affiliates, regardless of whether held by the Debtor as inventory or equipment.	
6. Assignee(s) of Secured Party and Address(es)	
7. <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate Below)	
8. Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records: NOT SUBJECT TO RECORDATION TAX	9. Name of a Record Owner
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.	
Baldwin Service Center, Inc. By <u><i>Shada L. Baldwin, Pres.</i></u> Signature(s) of Debtor(s)	BENATI USA, INC. By <u><i>Autonomy [Signature]</i></u> Signature(s) of Secured Party(ies)

SEARCH FEE 11.00
FILING FEE .50
TOTAL 11.50

(1) Filing Officer Copy-Numerical
(5/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

11/50

CR CLERK

1985 OCT 28 PM 4:12
MUSKIE / COLLISON
CLERK

Mailed to Secured Party

BOOK 504 PAGE 517

~~201505~~

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) KEE, EDWARD D. & JOYCE L 36 YATES DR. NEW CASTLE, DE. 69-024-7404=7	2. Secured Party(ies) and address(es) MIDLANTIC NATIONAL BANK 2 BROAD ST. BLOOMFIELD, N.J. 07003	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) SEARCH FEE 10.00 POSTAGE .50 10/28/85 11:15 AM 315-08 OCT 28 1985
4. This statement refers to original Financing Statement bearing File No. <u>Liber 461 Pt. 390</u> Filed with <u>ANNE ARUNDEL CNTY.</u> Date Filed <u>MAY 5</u> 19 <u>83</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

MIDLANTIC NATIONAL BANK

By: 1040 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).
(1) Filing Officer Copy - Alphabetical

By: [Signature] ASST. V.P.
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3



1985 OCT 28 PM 4:13
BY COLLIER
CLERK

Mailed to Secured Party

FINANCING STATEMENT

264510

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

For Filing Officer

File No.: _____
Record Reference: _____
Date & Hours of Filing _____

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

1. LESSEE Ralph Calvert Assoc.

1 Willow Street (Name or Names) Annapolis, Md 21401
(Address)

LESSEE

(Name or Names)

(Address)

2. LESSOR Telecom Specialists, Inc.

8970 - B Route 108, Columbia, MD 21045

3. ASSIGNEE (if any) The Palmer National Bank

(Name or Names)

1667 K Street, N.W. Washington, D.C. 20006

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

- 1 KSU (UP TO 13 LINES)
- 6 LINE CARDS
- 14 TEN BUTTON DESK PHONES
- 2 BUSY LAMP FIELD INTERCOM

Equipment Value \$ 7,151.60
(Part A of lease dated 11/14/85)

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

LESSEE

LESSOR

Ralph Calvert Assoc.

Telecom Specialists, Inc.

By: Barbara Gibbons Marketing
(Title)

By: Alan Shifflett V.P. Marketing
(Title)

Barbara Gibbons, President
(Type or print name of person signing)

Alan Shifflett
(Type or print name of person signing)

By: _____

Return to:

(Type or print name of person signing)



Mailed to Secured Party

1986 OCT 28 PM 4:14

COLLISION

AA Co

COPY FOR FILING OFFICER

264541

FINANCING STATEMENT

(Continuation - Termination - Assignment - Partial Release)

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

Record: Land Financing Statement } Liber 3631 Folio 733 File No. 248913

Date of Financing Statement September 6, 1983

NAME ADDRESS
1. Debtor(s) (or assignor(s)) No. Street City State
Gilbert Foods, Inc. T/A Hearn Kirkwood, Inc.
7251 Standard Drive, Hanover, Maryland 21076
2. Secured Party (or assignee)
SOVRAN BANK / MARYLAND

CHECK [X] THE LINES WHICH APPLY

- 3. [] A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
[X] B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
[] C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

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

FILED 13:00
OCT 28 1986

CR CLERK

1986 OCT 28 PM 4:14
PUBLIC COLLISION
CLERK

Secured Party:

SOVRAN BANK / MARYLAND

Dated: August 6, 1986 19

By: [Signature]

Type Name Don S. Gardiner

Title Assistant Vice President

1350

ACC. #024-68-660369

ANNE ARUNDEL COUNTY BOOK 504 PAGE 520

FINANCING STATEMENT

File No 264542

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

1. DEBTOR(S) and Address(es) Mr. John and Kaew Sciukas 7959 Telegraph Road Severn, Maryland 21147	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Consumer Loan Dept. Lorraine Dorn Baltimore, MD 21203 Return to Secured Party
--	--

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

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

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

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

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

E. Other.

1986 Zimmer 56' x 14'
SN 2750

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: \$ 11,167.60

DEBTOR:
Mr. John V. Sciukas
Mrs. Kaew Sciukas
(Type Name)

By: John V. Sciukas
By: Kaew Sciukas

SECURED PARTY:
UNION TRUST COMPANY OF MARYLAND
By: Donna J Marsh - assist Mgr
Donna J. Marsh-Assist. Mgr/
(Type Name)

August 1 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.

Stamps \$80.50
Record 12.00
\$ 89.00
Postage .50
\$ 93.00

012 1671-0986-1

1986 OCT 28 PH 4:14
Mailed to Secured Party
CLERK
MAYBEY COLLISON
CLERK

BC-4999(1)

BOOK 504 PAGE 521

264543

FINANCING STATEMENT

TO BE RECORDED IN

Date: Oct. 23, 1986

THE LAND
RECORDS OF ANNE ARUNDEL COUNTY, MD.

THE
FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY, MD.

THE
CENTRAL FILING RECORDS
OF THE STATE DEPARTMENT
OF ASSESSMENTS AND TAXATION

RECORD FEE 18.00
POSTAGE 50
REGISTER 0237 REC 710409
OCT 29 86

1. NAME AND ADDRESS OF DEBTOR: PARKWAY INDUSTRIAL CENTER LIMITED PARTNERSHIP, a Maryland limited partnership
c/o Leslie Legum, General Partner
7223 Parkway Drive, Suite 209
Dorsey, Maryland 21076

2. NAME AND ADDRESS OF SECURED PARTY: Confederation Life Insurance Company
321 Bloor Street East
Toronto, CANADA M4W 1H1

3. PURPOSE: This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to (i) a Deed of Trust (the "Deed of Trust"), dated Oct. 23, 1986, between the Debtor and Merrill A. Yavinsky and Mallory Walker as security for a loan made by the Secured Party to the Debtor.

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

All of the Debtor's right, title and interest in and to: all buildings and improvements which are now on or which hereafter may be erected or placed upon the land and premises described in Schedule "A" hereto and incorporated herein by reference; all and singular the tenements, heredita-

1986 OCT 29 AM 10:25
E. AUBREY COLLISON
CLERK

CF
CLERK

18.00
50

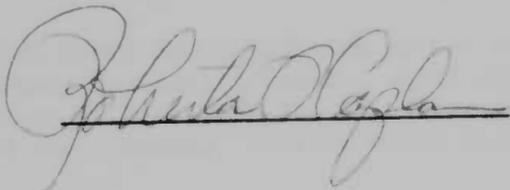
ments, easements, rights of way, franchises, licenses, permits and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders; and also all present and future leases of said real property or any part thereof, and all extensions, renewals and modifications thereof, or substitutions therefor, and all rents, issues and profits therefrom; and also all the estate, right, title, interest, property, claim and demand whatsoever of Debtor, of, in and to the same, and of, in and to every part and parcel thereof, together with the following: all machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Deed of Trust: and all building materials, supplies and equipment now or hereafter delivered to the above-described property and intended to be therein or thereon installed or incorporated.

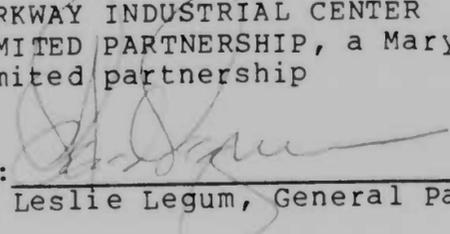
5. PROCEEDS: Proceeds of the collateral are covered.
6. RECORD OWNER: The Record Owner of the land and premises is PARKWAY INDUSTRIAL CENTER LIMITED PARTNERSHIP, a Maryland limited partnership.

DEBTOR:

WITNESS:

PARKWAY INDUSTRIAL CENTER
LIMITED PARTNERSHIP, a Maryland
limited partnership



By:  (SEAL)
Leslie Legum, General Partner

Return to:

Philip A. Gorelick, Esquire
Melrod, Redman & Gartlan
A Professional Corporation
1801 K Street, N.W.
Suite 1100-K
Washington, D.C. 20006

EXHIBIT A

DESCRIPTION OF THE REAL PROPERTY

BEING KNOWN AND DESIGNATED as Lot No. 16A, as shown on a Plat entitled, Section Five, Parkway Industrial Center, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 43, folio 3.
THE improvements thereon being known as No. 7170 Standard Drive.

Together with the benefit and subject to the burden contained in a Deed of Declaration dated October 8, 1986 and recorded among the Land Records of Anne Arundel County in Liber No. 4167, folio 382 by Parkway Industrial Center Limited Partnership.

Mailed to Secured Party

FINANCING STATEMENT

TO BE RECORDED IN

Date: October 23rd, 1986

THE LAND
RECORDS OF ANNE ARUNDEL COUNTY, MD.

THE
FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY, MD.

THE
CENTRAL FILING RECORDS
OF THE STATE DEPARTMENT
OF ASSESSMENTS AND TAXATION

RECORD FEE 18.00
STAMP FEE 1.00
TOTAL 19.00
OCT 29 1986

CR
CLERK

1. NAME AND ADDRESS OF DEBTOR: PARKWAY INDUSTRIAL CENTER LIMITED PARTNERSHIP, a Maryland limited partnership
c/o Leslie Legum, General Partner
7223 Parkway Drive, Suite 209
Dorsey, Maryland 21076

2. NAME AND ADDRESS OF SECURED PARTY: Confederation Life Insurance Company
321 Bloor Street East
Toronto, CANADA M4W 1H1

3. PURPOSE: This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to (i) a Deed of Trust (the "Deed of Trust"), dated October 23, 1986, between the Debtor and Merrill A. Yavinsky and Mallory Walker as security for a loan made by the Secured Party to the Debtor.

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

All of the Debtor's right, title and interest in and to: all buildings and improvements which are now on or which hereafter may be erected or placed upon the land and premises described in Schedule "A" hereto and incorporated herein by reference; all and singular the tenements, heredita-

RECORDED
ANNE ARUNDEL COUNTY
1986 OCT 29 AM 10:26
E. AUGREY COLLISON
CLERK

18.29
50

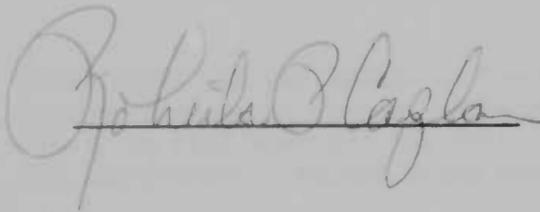
ments, easements, rights of way, franchises, licenses, permits and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders; and also all present and future leases of said real property or any part thereof, and all extensions, renewals and modifications thereof, or substitutions therefor, and all rents, issues and profits therefrom; and also all the estate, right, title, interest, property, claim and demand whatsoever of Debtor, of, in and to the same, and of, in and to every part and parcel thereof, together with the following: all machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Deed of Trust: and all building materials, supplies and equipment now or hereafter delivered to the above-described property and intended to be therein or thereon installed or incorporated.

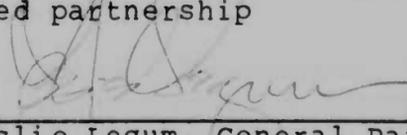
5. PROCEEDS: Proceeds of the collateral are covered.
6. RECORD OWNER: The Record Owner of the land and premises is PARKWAY INDUSTRIAL CENTER LIMITED PARTNERSHIP, a Maryland limited partnership.

DEBTOR:

WITNESS:

PARKWAY INDUSTRIAL CENTER
LIMITED PARTNERSHIP, a Maryland
limited partnership


Philip A. Gorelick

By:  (SEAL)
Leslie Legum, General Partner

Return to:

Philip A. Gorelick, Esquire
Melrod, Redman & Gartlan
A Professional Corporation
1801 K Street, N.W.
Suite 1100-K
Washington, D.C. 20006

EXHIBIT A

DESCRIPTION OF THE REAL PROPERTY

BEING KNOWN AND DESIGNATED as Lot No. 12, as shown on a Plat entitled, Section Eight, Parkway Industrial Center, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 47, folio 48.
THE improvements thereon being known as No. 7121 Standard Drive.

Mailed to Secured Party

BC-4999-(3)

BOOK 504 PAGE 529

264545

FINANCING STATEMENT

TO BE RECORDED IN

Date: Oct. 23, 1986

THE LAND
RECORDS OF ANNE ARUNDEL COUNTY, MD.

THE
FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY, MD.

THE
CENTRAL FILING RECORDS
OF THE STATE DEPARTMENT
OF ASSESSMENTS AND TAXATION

RECORD FEE 28.00
MESSAGE 100.00
REGISTER 12.50
OCT 27 86

1. NAME AND ADDRESS OF DEBTOR: PARKWAY INDUSTRIAL CENTER LIMITED PARTNERSHIP, a Maryland limited partnership
c/o Leslie Legum, General Partner
7223 Parkway Drive, Suite 209
Dorsey, Maryland 21076

2. NAME AND ADDRESS OF SECURED PARTY: Confederation Life Insurance Company
321 Bloor Street East
Toronto, CANADA M4W 1H1

3. PURPOSE: This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to (i) a Deed of Trust (the "Deed of Trust"), dated Oct. 23, 1986, between the Debtor and Merrill A. Yavinsky and Mallory Walker as security for a loan made by the Secured Party to the Debtor.

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

All of the Debtor's right, title and interest in and to: all buildings and improvements which are now on or which hereafter may be erected or placed upon the land and premises described in Schedule "A" hereto and incorporated herein by reference; all and singular the tenements, heredita-

RECORDED
1986 OCT 29 AM 10:26
E. AUBREY COLLISON
CLERK

CR
GERM

18.97.50

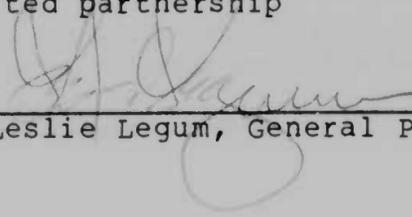
ments, easements, rights of way, franchises, licenses, permits and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders; and also all present and future leases of said real property or any part thereof, and all extensions, renewals and modifications thereof, or substitutions therefor, and all rents, issues and profits therefrom; and also all the estate, right, title, interest, property, claim and demand whatsoever of Debtor, of, in and to the same, and of, in and to every part and parcel thereof, together with the following: all machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Deed of Trust: and all building materials, supplies and equipment now or hereafter delivered to the above-described property and intended to be therein or thereon installed or incorporated.

5. PROCEEDS: Proceeds of the collateral are covered.
6. RECORD OWNER: The Record Owner of the land and premises is PARKWAY INDUSTRIAL CENTER LIMITED PARTNERSHIP, a Maryland limited partnership.

DEBTOR:

WITNESS:

PARKWAY INDUSTRIAL CENTER
LIMITED PARTNERSHIP, a Maryland
limited partnership

By:  (SEAL)
Leslie Legum, General Partner

Return to:

Philip A. Gorelick, Esquire
Melrod, Redman & Gartlan
A Professional Corporation
1801 K Street, N.W.
Suite 1100-K
Washington, D.C. 20006

EXHIBIT A

DESCRIPTION OF THE REAL PROPERTY

BEING KNOWN AND DESIGNATED as Lots 8 & 8A, as shown on a Plat entitled, Part of Sections One & Two, Parkway Industrial Center, which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 40, folio 9.
THE improvements thereon being known as No. 7235 Standard Drive.

Mailed to Secured Party

BC-4999(4)

BOOK 504 PAGE 533

264516

FINANCING STATEMENT

TO BE RECORDED IN

Date: October 23, 1986

THE LAND
RECORDS OF ANNE ARUNDEL COUNTY, MD.

THE
FINANCING STATEMENT
RECORDS OF ANNE ARUNDEL COUNTY, MD.

THE
CENTRAL FILING RECORDS
OF THE STATE DEPARTMENT
OF ASSESSMENTS AND TAXATION

RECORD FEE 18.00
STAMP
POSTAL COST 1.00
TOTAL 19.00

1. NAME AND ADDRESS OF DEBTOR: PARKWAY INDUSTRIAL CENTER LIMITED PARTNERSHIP, a Maryland limited partnership
c/o Leslie Legum, General Partner
7223 Parkway Drive, Suite 209
Dorsey, Maryland 21076
2. NAME AND ADDRESS OF SECURED PARTY: Confederation Life Insurance Company
321 Bloor Street East
Toronto, CANADA M4W 1H1
3. PURPOSE: This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to (i) a Deed of Trust (the "Deed of Trust"), dated October 23, 1986, between the Debtor and Merrill A. Yavinsky and Mallory Walker as security for a loan made by the Secured Party to the Debtor.
4. PROPERTY COVERED: This Financing Statement covers the following types (or items) of property:

All of the Debtor's right, title and interest in and to: all buildings and improvements which are now on or which hereafter may be erected or placed upon the land and premises described in Schedule "A" hereto and incorporated herein by reference; all and singular the tenements, heredita-

1986 OCT 29 AM 10:26
E. AUSTIN COLLISON
CLEAR

18-92
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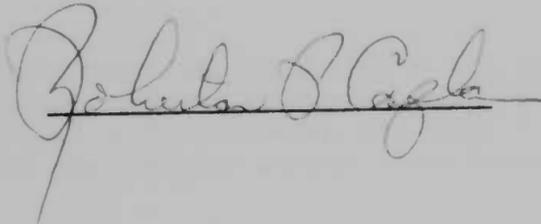
ments, easements, rights of way, franchises, licenses, permits and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders; and also all present and future leases of said real property or any part thereof, and all extensions, renewals and modifications thereof, or substitutions therefor, and all rents, issues and profits therefrom; and also all the estate, right, title, interest, property, claim and demand whatsoever of Debtor, of, in and to the same, and of, in and to every part and parcel thereof, together with the following: all machinery, apparatus, equipment, fittings, fixtures, furniture and articles of personal property of every kind and nature whatsoever, other than consumable goods (and excluding property owned by tenants which according to the terms of any applicable leases may be removed by such tenants at the expiration of such leases), now or hereafter located in or upon said real estate or any part thereof, and used or usable in connection with any present or future operation of said real estate (hereinafter collectively called "Equipment"), whether now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus, air cooling and air conditioning equipment, elevators, escalators, shades, carpeting, awnings, screens, storm doors and windows, stoves, wall beds, refrigerators, attached cabinets, partitions, ducts and compressors and all of the right, title and interest of Debtor in and to any Equipment which may be subject to any title retention or security agreement or instrument superior in lien to the lien of this Deed of Trust: and all building materials, supplies and equipment now or hereafter delivered to the above-described property and intended to be therein or thereon installed or incorporated.

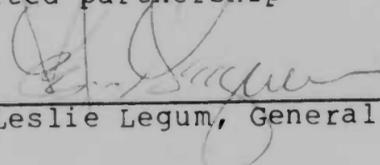
5. PROCEEDS: Proceeds of the collateral are covered.
6. RECORD OWNER: The Record Owner of the land and premises is PARKWAY INDUSTRIAL CENTER LIMITED PARTNERSHIP, a Maryland limited partnership.

DEBTOR:

WITNESS:

PARKWAY INDUSTRIAL CENTER
LIMITED PARTNERSHIP, a Maryland
limited partnership



By:  (SEAL)
Leslie Legum, General Partner

Return to:

Philip A. Gorelick, Esquire
Melrod, Redman & Gartlan
A Professional Corporation
1801 K Street, N.W.
Suite 1100-K
Washington, D.C. 20006

EXHIBIT A

DESCRIPTION OF THE REAL PROPERTY

BEING KNOWN AND DESIGNATED as Lot No. 16, as shown on a Plat entitled, Section Five, Parkway Industrial Center, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 43, folio 3.
THE improvements thereon being known as No. 7150 Standard Drive.

Together with the benefit and subject to the burden contained in a Deed of Declaration dated October 8, 1986 and recorded among the Land Records of Anne Arundel County in Liber No. 4167, folio 382 by Parkway Industrial Center Limited Partnership.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 267517

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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. <input type="checkbox"/>
--	--

This financing statement Dated 20 October 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Graphics, Inc.
Address 8 Lincoln Court, Annapolis, MD 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, Annapolis, MD 21401

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

3. Maturity date of obligation (if any)

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

All inventory, equipment, accounts and other rights to payment, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

RECORD FEE 11.00
POSTAGE .50
#03886 0055 #02 11100
OCT 29 1986

1986 OCT 29 AM 11:13
E. AUGER & 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)

Mailed to Secured Party

Annapolis Graphics, Inc.
Michael C. Kumer
(Signature of Debtor)

MICHAEL C. KUMER (President)
Type or Print Above Name on Above Line

Bay National Bank
MT Ward
(Signature of Secured Party)

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

MT WARD
Type or Print Above Signature on Above Line

11/00
100



MARYLAND NATIONAL BANK
We want you to grow.SM

264565

1996 OCT 14 PM 3:07

COLLISON

FINANCING STATEMENT

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

5. Debtor(s) Name(s) _____ Address(es) _____
 Wolford's Well & Pump Service, Inc. 4429 Mountain Rd.
 Pasadena, MD 21122

6. Secured Party _____ Address _____
 Maryland National Bank
 Attention: Mr. Claude Patrick P.O. Box 871
 Annapolis, MD 21404

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

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

B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

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

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

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

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

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

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

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

Peggy A. Wolford (Seal)
Peggy A. Wolford, Sec/Treas

(Seal)

(Seal)

(Seal)

Secured Party
Maryland National Bank
C. Ann Abruzzo, A.V.P. (Seal)

C. Ann Abruzzo, Asst. V. Pres.
Type name and title

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

11
18

TERMINATION STATEMENT

Date of Original Financing : Identifying Number of Original
 Statement: March 29, 1985 : Financing Statement: Liber 483,
 Folio 369

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

1. Debtor(s) Name (Last Name First) :	2. Debtor(s) Complete Address(es) :	For filing
✓ CHEROKEE GROUP, LTD., William W. :	Suite 400 :	Officer
Duerk, Alan Brand, Shirley Brand :	1140 Connecticut Avenue, N.W. :	(Date, Time
and Richard H. Bucher ✓ :	Washington, D. C. 20036 :	Number)
:	:	:
:	:	:
:	:	:
3. & 4. Secured Party(ies) and Complete Address(es) :	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es) :	
Gibraltar Building and Loan Association, Inc. :		
107 Ridgely Avenue :		
Annapolis, Maryland 21401 :		
:		

The Secured Party certifies that there is no outstanding secured obligation of the Debtor to the Secured Party, and no commitment by the Secured Party to make advances, incur obligations or otherwise give value to the Debtor, and the Secured Party no longer claims a security interest with respect to the collateral covered by the Original Financing Statement bearing the file number and liber and folio number (if applicable) shown above.

This Statement to be returned after recordation to Hartman and Crain, 2661 Riva Road, Suite 810, Annapolis, Maryland 21401.

Date of Statement of Termination of Financing: October 3, 1986

Signature of Secured Party(ies) or Assignee(s):

GIBRALTAR FEDERAL SAVINGS BANK, F.S.B.
 (formerly known as Gibraltar Building and Loan Association, Inc.)

By: Lawrence B. Goldstein
 Lawrence B. Goldstein, President



RETURN TO:
 HARTMAN AND CRAIN
 2661 Riva Road
 Suite 810
 Annapolis, Maryland 21401
 #3260.01



1986 NOV -7 PM 12:04
 E. AUBREY COLLISON
 CLERK

16.00

BOOK 504 PAGE 510

261574

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor:
JOHN W. RICH

Address:
P. O. Box 3266
Annapolis, Maryland 21403

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

1966 NOV -7 PM 2:25
E. RICHMOND COLLISON
CLEAR

CR
DEPT

1350

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.

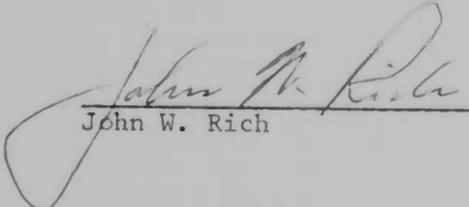
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with maintaining apartment dwellings.

4. The aforesaid items covered by this Financing Statement are included as security in Deed of Trust and 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)
John W. Rich

Dated: OCTOBER 30, 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

S348582P.MLS

EXHIBIT A

PARCEL 1

ALL THAT LOT, parts of lots, piece or parcel of land located on the northeast side of Prince George Street in the City of Annapolis aforesaid, and described as follows according to a plat and survey made by Edward Hall, Surveyor, in May, 1927, that is to say: **BEGINNING** for the same at a point on the northeast side of Prince George Street distant South $46^{\circ} 3'$ East 137.6 feet from the intersection of the northeast building line of said Prince George Street with the southeast building line of Randall Street, said point of beginning being North $46^{\circ} 3'$ West 0.3 feet from the northwest edge of a stuccoed post on the lot now surveyed; thence leaving said Prince George Street North $45^{\circ} 4'$ East 195.9 feet to the southwest side of a tile garage; thence with the said southwest side of said garage and a fence line southwesterly 50.3 feet to the lines of the conveyance from J. Oliver Purvis and wife to Clarence E. Fouche and wife, by Deed dated October 31, 1917, and recorded among the Land Records of Anne Arundel County in Liber GW 140, folio 415; thence with the lines of said Fouche property southwesterly 45.65 feet to a pipe set 1.0 feet southeasterly from the southeast corner of a garage on the property herein described; thence southwesterly 27.5 feet to a pipe in a hedge; thence northwesterly 9.5 feet to a pipe set in the line of a hedge; thence southwesterly 122 feet to the beginning point of the said conveyance to the said Clarence E. Fouche and wife; thence leaving the lines of said Fouche and with Prince George Street North $46^{\circ} 3'$ West 45.7 feet to the place of beginning. And a strip of land with 5.8 feet frontage on Prince George Street and extending in a northeast direction the depth of the entire lot, with a width in the rear of 5.3 feet. The improvements thereon being known as No. 124 Prince George Street, Annapolis.

BEING the same property conveyed by Deed dated the 19th of November, 1982, from EMIL F. MOSTEK and CORA M. MOSTEK, his wife, to John W. Rich and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3535 folio 829.

PARCEL II

BEGINNING for the same at an iron pipe set on the North side of Wells Avenue (40-feet wide), and at the division line between Lots 13 and 14, as shown on a Plat of "The Land of Frank A. Munroe" recorded among the Land Records of Anne Arundel County in GW29, folio 370; and running from said beginning point, with said division line, North 15 degrees West 161.5 feet to a pipe set; thence with the rear lot line of Lot 13 and part of Lot 12, North 75 degrees East 55 feet to a pipe set; thence running through said Lot 12, South 15 degrees East 161.5 feet to a pipe set on the north side of Wells Avenue; thence with the same, South 75 degrees West 55 feet to the place of beginning. Being part of Lot 12 and all of Lot 13, as shown on above-mentioned Plat.

BEING the same property conveyed by Deed dated the 10th of August, 1984, from ADA ARTIE SMITH to JOHN RICH and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3788 folio 746.

264575

BOOK 504 PAGE 543

TO BE RECORDED IN THE
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

- 1. Debtor:
ANNAPOLIS MALL MOTEL
LIMITED PARTNERSHIP
- 2. Secured Party:
SECOND NATIONAL BUILDING
& LOAN, INC.

Address:
c/o Lester H. Shor
5225 Wisconsin Ave. N.W.
Suite 300A
Washington, D.C. 20015

Address:
P. O. Box 2558
Salisbury, MD 21801
ATTN: William F. Brooks, Jr.

1966 NOV -7 PM 2:26
CLERK
WILLIAM F. BROOKS, JR.
CLERK

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles of personal property of any kind 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 or corporation, 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 or partnership as aforesaid.

(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

Handwritten initials/signature

1966 NOV 11 1966
NOV 11 1966

by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises.

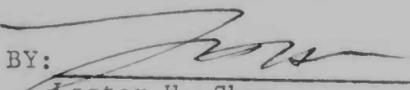
4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust and Assignment of Ground Lease and Assignment of Rents and Leases executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland.**

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A.**

Debtor:

ANNAPOLIS MALL MOTEL
LIMITED PARTNERSHIP

BY:  (SEAL)
Lester H. Shor
General Partner

Dated: 10/24/86

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 ALand

DESCRIPTION OF 3.25075 AC. + (SITE 7 - REVISED)
HOTEL PARCEL
PART OF ANNAPOLIS MALL SHOPPING CENTER CO. PROPERTY
(ANNAPOLIS RESTAURANT PARK)
SECOND TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same at a point in the last or closing line and distant North $53^{\circ} 07' 43''$ West 159.99' on a chord from the beginning of the conveyance by Bestgate Limited Partnership to Annapolis Mall Shopping Center Co. by deed dated July 18, 1972 and recorded among the land records of Anne Arundel County, Maryland in liber MSH 2506 folio 505; thence leaving said beginning point so fixed and running through a part of said conveyance and the conveyance by Annapolis Mall Shopping Center Co. to AMSC #2 Associates by deed of assignment dated July 15, 1974 and recorded in liber WGL 2714 folio 660; with meridian referred to Maryland State Grid System;

- (1) South $38^{\circ} 28' 06''$ West 112.91',
- (2) South $73^{\circ} 40' 39''$ West 278.86',
- (3) North $16^{\circ} 19' 21''$ West 24.00',
- (4) North $49^{\circ} 01' 08''$ West 256.00',
- (5) North $40^{\circ} 58' 52''$ East 18.00',
- (6) North $49^{\circ} 01' 08''$ West 56.00', and
- (7) North $40^{\circ} 58' 52''$ East 311.01',

to intersect the last or closing line of said conveyance, thence running with a part of said line with a curve to the left having a radius of 5,297.56' and an arc of 478.08', on a chord;

- (8) South $49^{\circ} 40' 41''$ East 477.91',
to the place of beginning.

CONTAINING 3.25075 Acres more or less as described by Dewberry and Davis, Registered Professional Land Surveyors in December 1983.

BEING a part of said conveyance of Bestgate Limited Partnership to Annapolis Mall Shopping Center Co. by deed dated July 18, 1972 and recorded among the land records of Anne Arundel County, Maryland in liber MSH 2506 folio 505, said conveyance being the same as the deed of assignment by Annapolis Mall Shopping Center Co. to AMSC #2 Associates dated July 15, 1974 and recorded in liber WGL 2714 folio 660.

ALSO being the same as the Confirmatory Deed of Dissolution by AMSC #2 to Annapolis Mall Shopping Center Co., by deed dated June 14, 1982 and recorded in liber EAC 3498 folio 553.

DESCRIPTION OF 0.85595 ACRES± (SITE 6)
HOTEL PARCEL
PART OF ANNAPOLIS MALL SHOPPING CENTER CO. PROPERTY
AT ROUTE 50 & 450
SECOND TAX DISTRICT
ANNE ARUNDEL COUNTY, MARYLAND .

BEGINNING for the same at a point distant North 53° 06' 11" West 783.45' from the beginning of the conveyance by Bestgate Limited Partnership to Annapolis Mall Shopping Center Co. by deed dated July 18, 1972 and recorded among the land records of Anne Arundel County, Maryland in liber MSH 2506 folio 505; thence leaving said beginning point so fixed and running through a part of said conveyance and through a part of the conveyance by Annapolis Mall Shopping Center Co. to AMSC #2 Associates by deed of

assignment dated July 15, 1974 and recorded in liber WGL 2714 folio 660; with meridian referred to Maryland State Grid System;

- (1) South $46^{\circ} 59' 22''$ East 87.76', thence running with a curve to the right having a radius of 20.00' and an arc of 30.71', on a chord,
- (2) South $03^{\circ} 00' 15''$ East 27.78', thence running,
- (3) South $40^{\circ} 58' 53''$ West 352.97', thence running with a curve to the right having a radius of 20.00' and an arc of 31.80', on a chord,
- (4) South $86^{\circ} 32' 15''$ West 28.56', thence running,
- (5) North $47^{\circ} 54' 22''$ West 86.63',
- (6) North $40^{\circ} 58' 53''$ East 194.38',
- (7) South $49^{\circ} 01' 07''$ East 33.00',
- (8) North $40^{\circ} 58' 53''$ East 141.00',
- (9) North $49^{\circ} 01' 07''$ West 33.00', and
- (10) North $40^{\circ} 58' 53''$ East 59.00', to the place of beginning.

CONTAINING 0.85595 Acres more or less as described by Dewberry & Davis, Registered Professional Land Surveyors in November, 1983.

BEING a part of said conveyance by Bestgate Limited Partnership to Annapolis Mall Shopping Center Co. by deed dated July 18, 1972 and recorded among the land records of Anne Arundel County, Maryland in liber MSH 2506 folio 505, said conveyance being the same as the deed of assignment by Annapolis Mall Shopping Center Co. to AMSC #2 Associates dated July 15, 1974 and recorded in liber WGL 2714 folio 660.

ALSO being the same as the Confirmatory Deed of Dissolution by AMSC #2 to Annapolis Mall Shopping Center Co. dated June 14, 1982 and recorded in liber EAC 3498 folio 553.

FINANCING STATEMENT

264576

1. To be recorded among the Financing Statement Records.
2. Not subject to Recordation Tax - Contract rights --- Maryland Code; Tax - Property Art., Section 12-108(K)(2).

<u>3. Debtors Names</u>	<u>Address</u>
Madison Corporation Chesapeake Builders, Inc. and Bertram L. Parr	c/o Bertram Parr 367 Broadview Lane Annapolis, Maryland 21401

<u>6. Secured Party</u>	<u>Address</u>
Allan Bernstein George Resta Edward Prinoff	c/o William M. Simmons P.O. Box 11, 215 Main Street Annapolis, Maryland 21401

7. This Financing Statement covers and Debtor hereby grants to secured parties a security interest in, the following property and all proceeds and parts thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

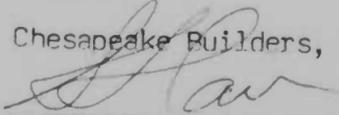
a. Contract from Service Plus, Inc. to Madison Corporation dated 7/8/85 for 124.067 acres more or less and a 5 ft. Right of Way to Chalk Creek, which contract is recorded among the Land Records of Anne Arundel County in Liber 4185, Folio 311.

b. Contract from Carl H. Richmond to Bertrum Parr & Chesapeake Builders, Inc. dated 2/10/86 for 12.58 acres more or less on Muddy Creek Road, which contract is recorded among the Land Records of Anne Arundel County in Liber 4185, Folio 315.

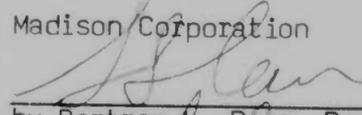
c. All rights of Debtor to the engineering and subdivision work done and to be done on the property which is the subject of the foregoing contracts.

Debtors:

Chesapeake Builders, Inc.


 by Bertram L. Parr, Pres.

Madison Corporation


 by Bertram L. Parr, Pres.


 Bertram L. Parr,

1986 NOV -7 PM 3:48

J. ANDERSON COLLISON

13- 50

BOOK 504 PAGE 549

Mr. Clerk:

Please return to: William M. Simmons
P.O. Box 11
Annapolis, Maryland 21404

9485A



BOOK 504 PAGE 550

Financing Statement
261577

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 25,000.00
- To Be Recorded in Land Records of _____

Record in:

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

NAME	Street	CITY	State
1. Debtor(s)			
<u>PEMS HARDWARE & SUPPLY, INC.</u>	<u>183 Mayo Rd.,</u>	<u>Edgewater,</u>	<u>Md. 21037</u>

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

PEMS HARDWARE & SUPPLY INC.

By: [Signature]

By: Leo A. McCafferty, President

Type Name Thomas A. Holland, III

Title Vice President

Type or Print Name and Title of Each Signature

1100
12/00
SD

1986 NOV 10 AM 8:56
 E. J. COLLISON
 COUNTY CLERK



BUTLER AND COMPANY, INC.

BOOK 504 PAGE 551

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. 264578

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

LESSEE (DEBTOR): ERA VILLAGE REALTY INC.
1416 Annapolis Road
Odenton, Maryland 21113

LESSOR (SECURED PARTY): BUTLER AND COMPANY, INC.
8726 Town & Country Boulevard, Suite 205
P. O. Box 505
Ellicott City, MD 21043-0505

ASSIGNEE OF LESSOR:

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

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY

() If checked, see Equipment Schedule attached hereto and made a part hereof:

- 1 TEL PLUS 816 ELECTRONIC KEY TELEPHONE SYSTEM EQUIPPED AS FOLLOWS:
 - 1 Key Service Unit wired & equipped for 8 lines & 16 Stations
 - 1 816 Feature Package I Program Cartridge
 - 11 Electronic Key Telephone (DSS & Speaker Phone Standard)
 - 1 Prewire for single Line Phone location
 - 1 FM Tuner for Music on Hold
 - 4 EKT Station Prewires w/jack

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES.

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER

1985 NOV 9 9:32
E. AUGHEY COLLISON
CLERK

LESSEE (DEBTOR):

ERA VILLAGE REALTY INC.

BY:

Henry Shinaberg
PRESIDENT

PRINT NAME & TITLE

LESSOR (SECURED PARTY):

BUTLER AND COMPANY, INC.

BY:

Deborah Stran-Scherr
CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER AND COMPANY, INC.
P. O. Box 505
Ellicott City, MD 21043-0505

204
D-05-1

ITSO

(1)

Md. A&T
A/C# 03297-7

STATE OF MARYLAND

261579

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 Jones, Joseph T.
Address 440 Queenstown Road Severn, MD 21144

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

1986 NOV 10 AM 9:32
BL
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)

Joseph T. Jones

Joseph T. Jones
(Signature of Debtor)

Joseph T. Jones
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

Bill Fenwick
(Signature of Secured Party)

Bill Fenwick Pres.

Type or Print Above Signature on Above Line

ASSIGNMENT

BOOK 504 PAGE 553

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (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 October 7, 1986

between Washington Freightliner, Inc. as Seller-Lessor-Mortgagee and Joseph T. Jones 440 Queenstown Road Severn, MD 21144 (Name) (Address)

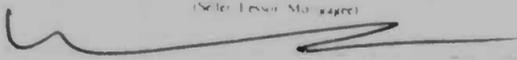
as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining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

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

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 50,043.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 7th day of October, 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

BOOK 504 PAGE 554

TO: Washington Freightliner, Inc. FROM: Joseph T. Jones
4100 41st Street Brentwood, MD 20722 440 Queenstown Road Severn, MD 21144

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) Used 1981 Freightliner Dump Truck Model FLC12054 with R & S Aluminum Body, Truck S/N Body S/N 1FVNYDY96BH197645.

(1) TIME SALES PRICE \$ 57,043.00
(2) Less DOWN PAYMENT IN CASH \$ 7,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 50,043.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 440 Queenstown Road Severn, MD 21144

Record Owner of Real Estate: _____

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Fifty thousand forty three and 00/100***** Dollars (\$ 50,043.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 42 successive monthly installments, commencing on the 21st day of November, 19 86, and continuing on the same date each month thereafter until paid; the first 41 installments each being in the amount of \$ 1,191.50 and the final installment being in the amount of \$ 1,191.50

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

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges notice of Seller's intended assignment/enforcement of this contract note, and expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/enforcement of this contract note, and upon such assignment/enforcement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

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

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

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

BUYER(S)-MAKER(S):

Date: October 7, 19 86

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

Joseph T. Jones (SEAL)
(Print Name of Buyer-Maker Here)

By: _____

By: Joseph T. Jones
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 _____

2

BOOK 504 PAGE 555

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) empower 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 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 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 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)

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

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 504 PAGE 558264580
Identifying File 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 Sept. 26, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name High Tech Tools, Inc.

Address 8040 Washington Blvd., Jessup, Maryland 20794

2. SECURED PARTY

Name Elkridge National Bank

Address 7290 Montgomery Road, Elkridge, Maryland 21227

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

3. Maturity date of obligation (if any)

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

All inventory of Debtor whether now owned or hereafter acquired.

All accounts receivable of Debtor now owned or hereafter acquired.

1986 NOV 10 AM 9:33
F. COLLISON



CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

High Tech Tools, Inc.
by: Thomas J. Nelson

Thomas J. Nelson, President
by: Thomas J. Nelson
(Signature of Debtor)

Peter M. Nelson, V.P.
Type or Print Above Name on Above Line

by: Thomas E. Nelson
(Signature of Debtor)

Thomas E. Nelson, V.P.
Type or Print Above Signature on Above Line

Elkridge National Bank

by: Adolphus W. Emmons, III
(Signature of Secured Party)

Adolphus W. Emmons, III, Comm. Lender
Type or Print Above Signature on Above Line

250

BOOK 504 PAGE 557

264581

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)
KEVIN L. BACK

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

4 For Filing Officer Date Time No Filing Office

64 SOUTH BRUCE STREET
LAUREL MD 20707

GREEN TREE ACCEPTANCE INC.
2200 OPITZ BLVD ; #245
WOODBIDGE, VA 22191

RECEIVED
NOV 10 11:00
OFFICE
NOV 10 11:00
NOV 10 86

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

1978 VIRGINIA
60 X 24 SERIAL # 324FK58159
"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)

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)

X 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)

KEVIN L. BACK X *Kevin L. Back*

GREEN TREE ACCEPTANCE INC.

By _____ Signature(s) of Debtor(s)

By *Donna C. Swine* Signature(s) of Secured Party(ies)
(Required only if Item 10 is checked)

(3/83)

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

1986 NOV 10 AM 9:35

BL
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)
United Propane, Inc.
205 Najoles Road
Millersville, Maryland 21108
(Ann Arundel County)

2 Secured Party(ies) and address(es)
Chemi-Trol Chemical Co.
2776 C.R. 69 Route #1
Gibsonburg, Ohio 43431
(Sandusky County)

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

RECORDED
NOV 10 1986
11:00 AM
264582
NOV 10 1986

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

3-330 Gal.: 358845, 358847, 358848.
9-500 Gal.: 359461, 359464, 359465, 359541, 359542,
359543, 359544, 359546, 359547.
36-420 Lb.: 24443, 24882, 24946, 24998, 24611, 24957,
24958, 24985, 24963, 24994, 24995, 24406,
25018, 24941, 24464, 24544, 24561, 24961,
25041, 25053, 25034, 25414, 25400, 25375,
25038, 25413, 25055, 26011, 25968, 25962,
25963, 25959, 26100, 25880, 26002, 26034.

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

Subject to recordation
by pass to rec of
state \$ 52.80

NOTE NO. 1197

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

Filed with: County Recorder

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

United Propane, Inc.

Chemi-Trol Chemical Co.

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

By: [Signature] Fin. Div. Mgr.
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

NOV 10 1986
11:00 AM
264582
NOV 10 1986
BL
CLEAR

United Propane, Inc.
 205 Najoles Road
 Millersville, MD 21108
 Ann Arundel County

BORROWER'S NAME AND ADDRESS
 "I" includes each borrower above, jointly and severally.

Chemi-Trol Chemical Co.
 2776 C.R. 69 Route #1
 Gibsonburg, Ohio 43431

LENDER'S NAME AND ADDRESS
 "You" means the lender, its successors and assigns

Loan Number 1197
 Date September 19 1986
 Maturity Date Sept. 19 1989
 Loan Amount \$ 16,040.52
 Renewal Of _____

Note: I promise to pay to you, or your order, at your address above, the sum of (which is the same as the Total of Payments)
Sixteen Thousand and Forty-----.52 Dollars \$ 16,040.52

I will pay this amount as follows:
 (a) In 36 installments of \$ 445.57 each, beginning October 19 1986 and continuing on the same day of each month
 thereafter until paid in full.
 (b) (other) _____

PREPAYMENT: I may prepay this note in whole or in part at any time. However, any partial prepayment will not excuse any later scheduled payments until I pay this note in full. If and when I prepay this note in full, or if you accelerate and demand payment of the unpaid balance of this note, the precomputed interest will be recalculated and refunded or credited based on the rule of 78's.

POST-MATURITY INTEREST: Interest will accrue at the rate of 19 % per year on the balance of this note not paid at maturity, including maturity by acceleration.
 DEFAULT: I agree to pay the costs you incur to collect this note upon my default, including your reasonable attorneys' fees (except where prohibited by law).

A loan acquisition fee of \$ _____ will first be deducted from the total finance charge before application of the rule of 78's and will not be refunded.

If checked, I agree to pay a late charge of _____ % of the amount of a payment which is more than _____ days late, up to \$ _____

You may retain a minimum interest charge of \$ _____ if after the application of the rebate formula, the amount you would retain would be less than that amount.

THE PURPOSE OF THIS LOAN IS Purchase of LP Storage Tanks.

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me	AMOUNT FINANCED The amount of credit provided to me or on my behalf	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments	I have the right to receive at this time an itemization of the Amount Financed
10.75 Simple %	\$ 2,381.22	\$ 13,659.30	\$ 16,040.52	YES - I want an itemization NO - I do not want an itemization
My Payment Schedule will be				"e" means an estimate
Number of Payments	Amount of Payments	When Payments Are Due		\$ 52.80 Filing Fees
36	\$ 445.57	Payments due the 19th. of each month with the first payment due October 19, 1986.		\$ Non-filing Insurance

Security: I am giving a security interest in (brief description of other property)
 the goods or property being purchased
 collateral securing other loans with you may also secure this loan.
 my deposit accounts and other rights to the payment of money from you.

Late Charge: I must pay a late charge of _____ % of the amount of any payment which is more than _____ days late, up to \$ _____

Prepayment: If I pay off this loan early, I may be entitled to a refund of part of the finance charge.

3-330 Gal., 9-500 Gal., and
 36-420 Lb. LP Storage Tanks.

I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.

Type	Premium	Term	Signatures (or Initials)
Credit Life			I want credit life insurance <input checked="" type="checkbox"/> _____ Name of Insured _____
Credit Disability			I want credit disability insurance <input checked="" type="checkbox"/> _____ Name of Insured _____
Joint Credit Life			I want joint credit life insurance <input checked="" type="checkbox"/> _____ Name of Insured _____ Name of Insured _____

Itemization of Amount Financed

Amount given to me directly	\$ 15,177.00 (a)
10% Downpayment	\$ 1,517.70 (b)
Amount paid on my account	
Amounts paid to others on my behalf:	
To Credit Life Insurance Company	\$ _____ (c)
To Disability Insurance Company	\$ _____ (d)
To Public Officials	\$ _____ (e)
	\$ _____ (f)
	\$ _____ (g)
	\$ _____ (h)
Prepaid Finance Charge	\$ _____ (i)
AMOUNT FINANCED (a through h - i)	\$ 13,659.30 (j)
Finance Charge (include prepaid)	\$ 2,381.22 (k)
Total of Payments (j + k)	\$ 16,040.52 (l)

I do not want: _____ Credit Life Ins.; _____ Credit Disability Ins.; _____ Joint Credit Life Ins.

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you

Security - To secure the payment of the note total (defined on the reverse side):
 (1) I acknowledge and agree that you have the right to set-off this note against any obligation you have (now or hereafter) to pay money to me.
 (2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

(3) If checked, this note is not further secured by any contemporaneous agreement (other than (1) and (2) of this section)
 (4) If checked, this note is secured by a separate Financing Statement dated September 19, 1986

(5) Security Agreement - If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

- 3-330 Gal.: 358845, 358847, 358848.
- 9-500 Gal.: 359461, 359464, 359465, 359541, 359542, 359543, 359544, 359546, 359547.
- 36-420 Lb.: 24443, 24882, 24946, 24998, 24611, 24957, 24958, 24985, 24963, 24994, 24995, 24406, 25018, 24941, 24544, 24464, 24561, 24961, 25041, 25053, 25034, 25414, 25400, 25375, 25038, 25413, 25055, 26011, 25968, 25962, 25963, 25959, 26100, 25880, 26002, 26034.

If checked, this security agreement (if filed) should be filed in the real estate records.
 Legal Description _____
 Record Owner (if not me) _____

This property will be used for Personal Business Agricultural
 (other) _____ purposes.
 If checked, this is a purchase money loan. You may include the name of the seller on the check or draft for this loan.

Signatures: I agree to the terms of the note and security agreement above (including those on the other side of this form) and acknowledge receipt of at least one copy on today's date.
 Any person who signs within this enclosure does so to give you a security interest in the property described above, but assumes no personal obligation to pay this note.
 Name _____
 X _____ Date _____

COSIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING
 United Propane, Inc.
 Signature X _____
 Signature _____
 Signature _____

Signature for Lender - Where necessary for filing this security agreement.
 X Ann Arundel County Fin. Div. Mgr.
 RECOMPUTED NOTE, DISCLOSURE, AND SECURITY AGREEMENT
 © 1981 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 FORM NDS-PI-OH 10/14/85

BOOK 504 PAGE 500

V

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

No. of Additional Sheets Presented:

3. The Debtor is a transmitting utility

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

Joseph H. Jenkins
3060 Perch Dr.
Riva, MD. 21140

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

Horizon Financial F.A.,
900 Masons Mill Business park
1800 Byberry Rd.
Huntingdon valley, PA. 19006

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

RECORD FEE 10.00
POSTAGE 1.50
334395 CITY HALL 10:26
NOV 10 '86

5 This statement refers to original Financing Statement No. bk.497 pg 595 filed (date) May 8, 1986 with Anne Arundle Co., MD.

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

Horizon Financial F.A.

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

By *John O. Plasket*
Signature(s) of Secured Party(ies)
John O. Plasket, Vice President

(1) FILING OFFICE COPY - NUMERICAL

(5.83)

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

1986 NOV 10 AM 9:36
CITY HALL
RECORDS



FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. 204583

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED 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 October 1, '86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. A True Lease Not

1. DEBTOR - Lessee Intended As Security

Name Rehabilitation Associates of Maryland

Address Crofton Medical Center - Crofton, MD 21113

2. SECURED PARTY - Lessee

Name Alan G. Day Corporation

Address P.O. Box 103 Lutherville, MD 21093

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

3. Maturity date of obligation (if any)

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

- 1 Hydrocollator-Model E-2- S/N 3732
- 6 Hot Pack Covers
- 1 Heavy Duty Pelvic Traction Set
- 1 Intellect 205 Ultrasound-S/N 1843
- 1 Chattanooga TX-1 Traction Unit- S/N 3739
- 2 Treatment Tables with Shelves
- 1 Amrex Low Volt Stimulator- S/N 27028
- 1 Intellect 500 Stimulator- S/N 5415
- 2 #359 Stands
- 1 Revolving Stool
- 2 Footstools

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)

Rehabilitation Associates of Maryland

(Corporate or Trade Name)

James F. Doyle, Sec
(Signature of Debtor)

JAMES F. DOYLE, SEC
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

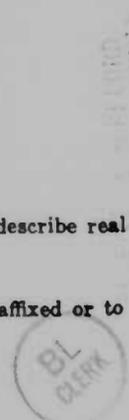
Alan G. Day Corporation

Jennifer G. Day
(Signature of Secured Party)

Jennifer G. Day

Type or Print Above Signature on Above Line

1/50.



NOV 10 1986

REC'D BY COLLISCHON

FINANCING STATEMENT

File No. 264584

BOOK 501 PAGE 582

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

<p>1. DEBTOR(S) and Address(es): Mr. Steve Paskind Bingo World, Inc. 4901 Belle Grove Road Baltimore, MD 21215</p>	<p>2. a. SECURED PARTY and Address: Ottenheimer Equipment Co. 30 E. Padonia Road Timonium, MD 21093</p>
	<p>2. b. ASSIGNEE (if any) of Secured Party and Address</p>

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

" SEE ATTACHED "

RECORD FEE 12.00
FILING FEE .50
TOTAL FEE 12.50
NOV 10 1986

4 Proceeds and products of collateral are covered hereunder.
5 This transaction (is) exempt from the recordation tax (Md)
Principal amount of debt initially incurred is \$63,833.33

6 RETURN TO OTTENHEIMER EQUIPMENT COMPANY
30 E. PADONIA ROAD, TIMONIUM, MARYLAND 21093

DEBTOR:

SECURED PARTY:

Bingo World, Inc.
(Type Name)

Ottenheimer Equipment Company
(Type Name)

By: Steve Paskind, President

By: Mark Ottenheimer, President

By: _____

9/19 1986
(Date Signed by Debtor)

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

172

BL CLERK
1986 NOV 10 AM 10:17
FILING CLERK

- (2) Counters
- (2) Hot Dog Grills
- (2) Pop Corn Machines
- (2) Nacho Cheese Warmers
- (2) Nacho Chip Displays
- (4) Tray Storage Platforms
- (2) Back Counters
- (2) Hot Sandwich Stations
- (2) Heat Lamps
- (2) Roll Warmers
- (4) Hand Sinks
- (2) Pan Racks
- (2) Work Counters
- (2) Toasters
- (2) Worktables
- (2) Pizza Warmers
- (2) Ventilations Systems
- (2) Hot Plates
- (2) Refrigerator/Freezers
- (2) Fire Safety Systems
 - Slicer
 - Shelving
 - Worktable
- (2) Three Compartment Sinks
- (2) Worktables
- (2) Condiment Stations
- (4) Condiment Dispensers
 - Employee Lockers
 - Storage Shelving
 - Walk-in Cooler/Freezer
 - Mobile Fat Filter
 - Storage Shelving
 - Storage Shelving
 - Shrink Wrap Unit
 - Digital Scale
 - Platform Truck
- (12) Busing Carts
 - Hand Truck
 - Portion Control Scale
- (40) Aluminum Sheet Pans
 - Serving Trays
- (2) Cambro Organizers
- (4) Sterwood Sterisil Holders
- (2) Pastry Displays

261585

BOOK 504 PAGE 501

MA 42095K02

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

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

1. Debtor(s) (Last Name First) address(es) Cook John T 823 Main Ave Linthicum MD 21090	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 1101 NORTH POINT BLVD BALTIMORE, MD. 21224
---	---

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

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

- 1 Ford 1710 4WD Diesel Tractor Model A3139 S/N UL13539
- 1 Ford 770 B Loader w/ 60" Bucket S/N UL56350
- 1 Ford 105 Tiller S/N XT00404

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:
Anne Arundel County

APAC

X *[Signature]*

(SIGNATURE OF DEBTOR)
John T. Cook

(SIGNATURE OF DEBTOR)

Ford Motor Credit Co.

(NAME OF SECURED PARTY)
BY: *[Signature]*

C. Porter

1190

1986 NOV 10 AM 10:17



F. ALBRIGHT GOLLISON
CLERK

BOOK 504 PAGE 585

264586

4209 5002

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT
(Maryland)

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

1. Debtor(s) (Last Name First) address(es) HAM, HARRY 1075A MD RT 3 Gamballs, MD	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 1101 NORTH POINT BLVD. BALTIMORE, MD. 21224
---	--

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

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

FORD LGT 18H Serial # 4C01395 096N2209
48" Mower Deck " # 4C02949 096N3662

Check if covered: Proceeds of collateral covered Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:
Anne Arundel County

AA

<p>Harry Ham</p> <p><i>[Signature]</i></p> <p>(SIGNATURE OF DEBTOR)</p>	<p>Ford Motor Credit Co.</p> <p>(NAME OF SECURED PARTY)</p>
<p>(SIGNATURE OF DEBTOR)</p>	<p>BY: <i>[Signature]</i></p> <p>C. Porter</p>

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED PRINTED IN U.S.A.

1150

RECORDED & INDEXED
1986 NOV 10 AM 10:17
E. AUBREY COLLISON
CLERK

BL
CLERK

FINANCING STATEMENT

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

6. Debtor(s) Name(s)
FREY YACHT SALES, INC.

Address(es) **ANNAPOLIS CITY MARINA
401 SEVERN AVE - SUITE 205 A
ANNAPOLIS**

8. Secured Party
PROVIDENT BANK OF MARYLAND
Attention: _____

Address **P.O. Box 1661
Baltimore, MD 21203 1661**

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, given as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

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

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

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

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

THOMAS P. FREY, PRES. (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)

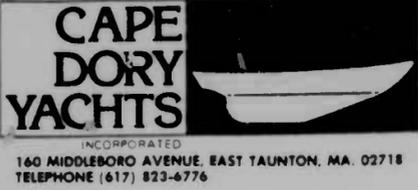
Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

1150

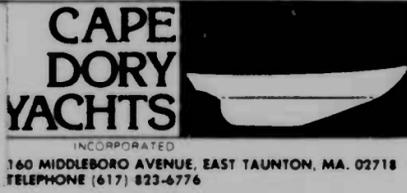
BL CLERK

1966 NOV 10 AM 10:17

COLLISON



CLERK'S NOTATION
Document submitted for record
in a condition not permitting
satisfactory photographic repro-
duction.



C 5088

002447

BOOK 504 PAGE 567

S
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Frey Yacht Sales
.410 Severn Ave. Suite 205
Annapolis, MD 21403

S
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TERMS						FREIGHT	
COD						PREPAID <input type="checkbox"/> COLLECT <input type="checkbox"/>	
INVOICE DATE	DATE SHIPPED	P.O. NUMBER	BILL OF LADING NO.	SALES TAX NO.	DATE RECEIVED	HULL NO.	PACKER'S NAME
9 / 29 / 86	9 / 29 / 86		7429		/ /	143	
HOW SHIPPED AND ROUTE					PARTIAL <input type="checkbox"/>	COMPLETE <input type="checkbox"/>	SALESMAN
RPT							

QTY. ORDERED	QTY. SHIP	S.O.	DESCRIPTION	LIST PRICE PER UNIT	DISC.	AMOUNT
1	1		Cape Dory 330			
			H.I.N. CPDU0143G687			
1	1		Universal Engine #311776			
1	1		Set of Curtain Tracks			
1	1		Set of Curtains			
1	1		Set of Lewmar 40ST Genoa Winches			
1	1		Boom Vang Sail			
1	1		Brass 1/2 Oval Rubstrake			
1	1		Teak Coaming Caps			
1	1		Split Double Stern Rail			
1	1		2nd Boarding Gate			
1	1		Stern Swim Ladder (bi-fold)			
1	1		Y-Valve for Overboard Discharge			
1	1		CNG Stove w/Oven (OPTION INCENTIVE)			
1	1		Navigation Station Swivel Seat			
1	1		Varnished Interior and Cabin Sole			

MINIMUM ORDER TWENTY DOLLARS NET
POSITIVELY NO RETURNS ACCEPTED
WITHOUT PRIOR WRITTEN AUTHORIZATION

SUB-TOTAL
SHIPPING & HANDLING
TAX
PAY THIS AMOUNT

SELLER REPRESENTS THAT WITH RESPECT TO THE PRODUCTION OF THE ARTICLES BY THIS INVOICE, IT HAS FULLY COMPLIED WITH THE PROVISIONS OF THE FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED.

PLEASE PAY FROM THIS INVOICE NO STATEMENT WILL BE RENDERED

PACKING LIST

POSITION 15807 2
80:2 WJ 01 AOW 961

BOOK 504 PAGE 568

RECORDATION FEE 13.00
STATE 50
COUNTY 2.00
TOTAL 17.00
NOV 10 1986



MARYLAND NATIONAL BANK

FINANCING STATEMENT

781593

- 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 Prince George's County, Maryland

5 Debtor(s) Name(s)	Address(es)
Michael P. Qualey Carolyn F. Qualey	1300 Hawkins Lane Annapolis, Maryland 21401
Jacqueline Q. Funkhouser	1020 Harbor Drive Annapolis, Maryland 21401

6 Secured Party	Address: Real Estate and Mortgage Division
MARYLAND NATIONAL BANK	10 Light Street
Attention: <u>Patricia A. Hicks</u>	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 October 31, 1986 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Prince George's 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)	Secured Party MARYLAND NATIONAL BANK
<u>Michael P. Qualey</u> (SEAL) Michael P. Qualey	By: <u>Patricia A. Hicks</u> (SEAL)
<u>Carolyn F. Qualey</u> (SEAL) Carolyn F. Qualey	Assistant Vice President
<u>Jacqueline Q. Funkhouser</u> (Seal) Jacqueline Q. Funkhouser	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.

13 2 2

SCHEDULE A

BOOK 504 PAGE 569

The land referred to in this Commitment is described as follows:

BEING KNOWN AND DESIGNATED as all of Lots 1, 2, 3, 4, 5, 6, 21, 22, 23, 24, 25 and 26, Block 14, as shown on the Plat of Holiday Company's Addition to Highland (Brentwood), Maryland and further designated as 4301 Rhode Island Avenue, N.W. and 4200 to 4306 41st Avenue, Brentwood, Prince George's County as shown a a plat thereof recorded among the Land Records of Prince George's County in Liber JWB 5, folio 646, except for those parts of Lots 1, 2, 3, 4, 5 and 6 conveyed to the State of Maryland

BEING that same property which by Deed dated April 14th, 1986, was granted and conveyed to Jacqueline Q. Funkhouser and Michael Qualey by Jacqueline Q. Funkhouser and recorded among the Land Records of Prince George's County in Liber 6327, folio 931.

Also being the same property as shown on survey by Greenhome & O'Mara, Inc. dated 10-29-96

BOOK 504 PAGE 570

264589

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) S.U., INC. 21001 N.W. 27th Avenue Miami, Florida 33269 33056	2. Secured Party(ies) and address(es) Bank South, N.A. 55 Marietta Street Atlanta, Georgia 30303 Attn: Charles Bartlett, Vice President	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
--	--	---

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

See Exhibit A attached hereto

RECORDATION TAX PAID
AT SDAT

Return acknowledgement to:
Luke Marbury, Esq.
Venable, Baetjer and Howard
1800-2 Hopkins Plaza
Baltimore, MD 21201

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

11.00
1.00
NOV 10 1986

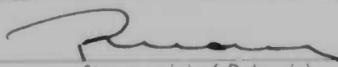
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

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

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

Filed with: Clerk of Circuit Court of Ann Arundel County, Maryland

S.U., INC.

By: 
Signature(s) of Debtor(s)

By: _____
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



1986 NOV 10 PM 3:13
E. ALBERT COLLISON
CLERK

264590

BOOK ~~4189~~ PAGE ~~669~~

BOOK 594 PAGE 571

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Brown, Croft & Frazier, P.A. 100 Cathedral Street Suite 102 Annapolis, MD 21401	2. Secured Party(ies) and address(es) Wells Fargo Leasing Corporation 101 California Street Suite 2800 San Francisco, CA 94111	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: S. Sato See Schedule "A" Attached Hereto and Made A Part Hereof. Lesae No. 11-2295806-201 Dated: 9/2/86		5. Assignee(s) of Secured Party and Address(es) SEARCH FEE 11.00 STATE 2.50 SEARCH CITY BAL 125.02 NOV 10 1986

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

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

Filed with: Anne Arundel County

Brown, Croft & Frazier, P.A.
By: Stephen R Brown
Signature(s) of Debtor(s)

Wells Fargo Leasing Corporation
By: Gara Marshall
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-1.
1150

1150

RECEIVED
1986 NOV 10 PM 4:12
CLERK



Each and every item of equipment, Machinery of other personal property ("Item"), together with all accessories and components attached to or incorporated in the Item, whether now or hereafter acquired, leased by Secured Party to Debtor pursuant to Lease Number 11-2295806/201 dated September 2, 1986, including without limitation:

Equipment Shipped to: Brown, Croft, Frazier, P.A.
100 Cathedral Street, Suite 102
Annapolis, MD 21401

Device	Description	Quantity	Price
5291-2	Display Station with Keyboard	2	
	Cable (100')	1	
Subtotal:			\$ 1,632.40
4550	Eight Line Communication Adapter (ELCA)	1	
4552	EIA/Autocall Adapter	4	
4560	Processor Unit Expansion C	1	
1007	512K Memory Module	1	
2400BPS	Racal-Vadic Modem	8	
	PC (256K/2-360KB)	4	
	Monochrome Display	4	
	Monochrome Display/Printer Adapter	4	
	Printer Cable	4	
	FX-288 Printer	4	
	SDLC	4	
	Remote Emulator	4	
	Communication-Serial Cable	4	

and all substitutions and replacements for the Item and additions, improvements and accessions to the Item.

This financing statement is filed as a precaution only in the event that, contrary to the intent and belief of the parties, the above Lease is held not to be a true lease.

LESSEE: Brown, Croft & Frazier, P.A.

Mail to Wells Fargo Credit

LESSOR: Wells Fargo Leasing Corporation

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 223285

RECORDED IN LIBER 398 FOLIO 563 ON February 27, 1986 (DATE)

1. DEBTOR

Name ABC Appliance Sales & Service, Inc.

Address 6 Mayo Road Edgewater, Maryland 21037

2. SECURED PARTY

Name Whirlpool Acceptance Corporation

Address 8220 Wellmoor Court Savage, MD 20763

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

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Amendment</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Amend Debtor address to delete: <u>Trailor Situated</u> <u>3268 Rolling Road</u> <u>Edgewater, MD 21037</u> and <u>31 Austin Drive</u> <u>Edgewater, MD 21037</u></p>	

BL
CLERK

1986 NOV 10 PM 4:11
E. AUBREY COLLISON
CLERK

ABC Appliance Sales & Service, Inc.

By Joyce F. Lowman
signature of debtor
Joyce F. Lowman, President

Dated October 10, 1986

WHIRLPOOL ACCEPTANCE CORPORATION

By Joseph J. Giannattasio
(Signature of Secured Party)

Joseph J. Giannattasio, Branch Manager
Type or Print Above Name on Above Line

1090

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. \$ 0

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

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

1. DEBTOR

Name A.J. Miller Appliance Co, Inc.
Address 1151 Route 3 North, Gambrills, MD 21054

2. SECURED PARTY

Name Amana Refrigeration Inc. DBA Amana Refrigeration Baltimore/Washington
Address 8909 McGaw Ct. P.O. Box 2159
Columbia, Maryland 21045

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

3. Maturity date of obligation (if any) None

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

All products manufactured and/or sold by Amana Refrigeration, Inc. DBA Amana Refrigeration Baltimore/Washington, now in Debtor's possession or hereafter acquired by Debtor, and all replacements, substitutions and additions thereto, and all proceeds and accounts derived from the sale or exchange of said products.

CHECK THE LINES WHICH APPLY

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

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

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

By: Amana Refrigeration Baltimore/Washington

W. E. Haughey
(Signature of Debtor)

W. E. Haughey
Type or Print Name of Above Line

Claire Miller Haughey
(Signature of Debtor)

Claire Miller Haughey
Type or Print Above Signature on Above Line

David M. Lasley
(Signature of Secured Party)

DAVID M. LASLEY CREDIT MANAGER
Type or Print Above Signature on Above Line

Mailed to Secured Party

1986 NOV 10 PM 4:12

J. F. CLERK

E. AUBREY COLLISON
CLERK

MARYLAND - UNIFORM COMMERCIAL CODE
FINANCING STATEMENT FORM UCC-1

Identifying file No. _____

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

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

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

This financing statement Dated October 6, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE

Name Alco Gravure, Inc. 63-30584-908
Address 50 Essex Street, Rochelle Park, N.J. 07662

2. ~~SECURED PARTY~~ LESSOR

Name Chrysler Financial Corporation
Address 777 Passaic Avenue, Clifton, New Jersey 07012

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

3. Maturity date of obligation (if any) as long as lease is in effect

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

See attached Schedule A
Equip. Loc. 7364 Baltimore and Annapolis
Glen Burnie, MD 21061

"This is a true lease transaction. This notice is being filed for notice purposes only and should not be construed as creating or evidencing a security interest under the UCC."

CHECK THE LINES WHICH APPLY

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

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

City	State	County	Block #	Parcel#
Glen Burnie	Maryland	Anne Arundel	11	0105

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

John F. Mannion
(Signature of Debtor) Lessee

Alco Gravure, Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Richard W. Lord
(Signature of Secured Party) LESSOR

Chrysler Financial Corporation
Type or Print Above Signature on Above Line

1986 NOV 10 PM 4:12
J. F. CLERK

PLR-0107

SCHEDULE A

Equipment description for Schedule 908 to Master Lease
No. 201-63-30584 by and between
Chrysler Financial Corporation, as lessor
and Alco Gravure, Inc., as lessee

One (1) Muller-Martini Corp. Model #341 Rotary Trimmer (Serial
No. 99.12518) with

- Casters
- Two (2) 90° Diverts
- Three (3) knife units with top and bottom knives
- Two (2) Service Carts
- Control Panel, Pluggable connections
- Single Point Trim Delivery for Hook-up to Purchasers
Pipes and Central Trim Removal System
- One (1) Work Bench for knife sharpening including
knife grinding device
- Three (3) Spare knife units with top knives
- One (1) Additional Milling Motor

One (1) Muller-Martini Corp. Model 269 straight infeed conveyor
element with reject gate and 90° power turn to the right and One
(1) Muller-Martini Corp. Model 286 Refeed Station (combined
serial number 99.12678)

One (1) DaVerio conveyor system, as per drawing #62.95049
provided by Muller-Martini Corp. to Alco Gravure, Inc. on June
2, 1986, with

- One (1) Vertical pick-up station with stream aligning and
sliding unit
- One (1) Vertical delivery station with sliding unit and
emergency dump gate
- One (1) Electronically controlled double drive with two
(2) 3.0KW DC motors
- Sixty-six (66) meters of conveyer chain, chain guide rail
and three (3) roller support bars.

Mailed to Secured Party

ALCO GRAVURE, INC., as
lesseeBY: J. J. MaurerTITLE: ControllerDATE: 9/24/86CHRYSLER FINANCIAL CORPORATION,
as lessorBY: Richard W. LinderTITLE: District ManagerDATE: 9/24/86

STATE OF MARYLAND

BOOK 504 PAGE 577

FINANCING STATEMENT FORM UCC-1

Identifying File No. 264603

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

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

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

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

1. DEBTOR

Name De Laurentis, Anthony J.
Address 1765 Shaftsbury Ave., Crofton, MD 21114

2. SECURED PARTY

Name BANK OF AMERICA NT & SA
Address 555 S. Flower Street, Los Angeles, CA 90071

Person And Address To Whom Statement Is To Be Returned 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 right, title and interest of Debtor in and to his limited partnership interest in THIRTEEN STAR PARTNERS, LTD., a Florida limited partnership, (the "Partnership"), certain distributions from the Partnership, and all proceeds thereof.

CHECK [X] THE LINES WHICH APPLY

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

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

[X] (Proceeds of collateral are also covered)

[] (Products of collateral are also covered)

Anthony J. De Laurentis

By: [Signature] (Signature of Debtor)

Allen J. Schwalb, Atty-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

By: [Signature] (Signature of Secured Party)

BANK OF AMERICA NT & SA

Type or Print Above Signature on Above Line



1988 NOV 10 PM 4:14

JUSTICE COLLISON

264609

BOOK 504 PAGE 578

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

3. Maturity date (if any):

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

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

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

P&C Equipment Corp.
85 Broad Street
New York, New York 10004
Attn: President

The Prudential Insurance
Company of America
Prudential Plaza
Newark, New Jersey 07101
Attn: William Crusoe

11:50
NOV 10 1986

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

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

All right, title and interest of P&C Equipment Corporation ("P&C") in and to the Master Lease dated as of December 15, 1983 between P&C, as lessor, and The Firestone Tire and Rubber Company, as lessee, and in and to certain MasterMind computer engine analyzer units with Firestone "MasterMind" identification manufactured by The Allen Group Inc. (Allen Testproducts Division), certain point of sale terminals Model NCR 2950 and certain Hunter System All computerized wheel alignment equipment as more fully described on Schedule I attached hereto.

NOV 10 86

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: /

P&C Equipment Corporation

The Prudential Insurance Co. of America

By: Janar M. Riland, Agent
Signature(s) of Debtor(s)

By: William Crusoe Vice President
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

1150

1986 NOV 10 PM 4:14
J. F. GLENK

SCHEDULE I

POINT OF SALE EQUIPMENT LEASE/P & C EQUIPMENT CORPORATION

BOOK 504 PAGE 579

STORE	ADDRESS				SERIAL #					
	STREET	CITY	STATE	ZIP	CLOSING	TERMINAL	PRINTER	MODEM	CASH DRAW	DISK
013633	7592 RITCHIE HWY	GLEN BURNIE	MD	21061	11/20/84	14406594	15612175	14318390	15437613	15324799
007064	701 SO SALISBURY	SALISBURY	MD	21801	11/20/84	15004212	15612197	14318377	15288619	15324569
018864	5038 SINCLAIR LN	BALTIMORE	MD	21206	11/20/84	14410086	15612207	14319431	15437572	15324746

Wanted to secured Party

BOOK 504 PAGE 580 261610

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

<p>1 Debtor(s) (Last Name First) and address(es) The Firestone Tire & Rubber Company, as Lessee 1200 Firestone Parkway Akron, Ohio 44317 Attn: Secretary</p>	<p>2 Secured Party(ies) and address(es) P&C Equipment Corporation, as Lessor 85 Broad Street New York, New York 10004 Attn: President</p>	<p>3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) FILING FEE 11.00 POSTAGE .50 NOV 10 1986 11:05 NOV 10 86</p>
--	--	---

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

Certain Mastermind computer engine analyzer units with Firestone "MasterMind" identification manufactured by The Allen Group Inc. (Allen Testproducts Division), certain computer point of sale terminals model NCR 2950, and certain Hunter System All computerized wheel alignment equipment, as more fully described on Schedule I attached hereto, leased by P&C Equipment Corporation ("P&C") to The Firestone Tire & Rubber Company ("Firestone") pursuant to a Master Lease between P&C and Firestone dated as of December 15, 1983.

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

The Prudential Insurance Company of America
 Prudential Plaza
 Newark, New Jersey 07101
 Attn: William Crusoe,
 Vice President

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: 1

The Firestone Tire & Rubber Company	P&C Equipment Corporation
By <u>Marcus A. Lupo</u> Secretary Signature(s) of Debtor(s)	By <u>James M. Rickard</u> , Agent Signature(s) of Secured Party(ies)

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

119

1986 NOV 10 PM 4:14
 E. MURPHY COLLISON
 CLERK

SCHEDULE I

BOOK 504 PAGE 581

POINT OF SALE EQUIPMENT LEASE/P & C EQUIPMENT CORPORATION

STORE	ADDRESS				CLOSING	SERIAL #				
	STREET	CITY	STATE	ZIP		TERMINAL	PRINTER	MODEM	CASH DRAW	DISK
013633	7592 RITCHIE HWY	GLEN BURNIE	MD	21061	11/20/84	14406594	15612175	14318390	15437613	15324799
007064	701 SO SALISBURY	SALISBURY	MD	21801	11/20/84	15004212	15612197	14318377	15288619	15324569
018864	5038 SINCLAIR LN	BALTIMORE	MD	21206	11/20/84	14410086	15612207	14319431	15437572	15324746

Mailed to Secured Party

FINANCING STATEMENT

File No

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

1. DEBTOR(S) and Address(es) Maryland Supply Co., Inc. 4701 Belle Grove Road Baltimore, Maryland 21225 ATTN: Albert Zlotowitz	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Michael L. Goldstein
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 janitor supply business (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

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: \$ 4,000.00

DEBTOR: Maryland Supply Co., Inc. <small>(Type Name)</small>	SECURED PARTY: UNION TRUST COMPANY OF MARYLAND By: <u>[Signature]</u>
By: <u>Albert Zlotowitz</u> <small>(Type Name)</small>	Michael L. Goldstein <small>(Type Name)</small>
By: <u>Albert Zlotowitz, President</u>	October <u>9</u> 1986 <small>(Date Signed by Debtor)</small>

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

11-28-50

Mailed to Secured Party

1986 NOV 10 PM 4:14
COLLUSION
CLERK

STATE OF MARYLAND

BOOK 504 PAGE 583

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.

3. Maturity date of obligation (if any) 10/92

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

PLEASE AMEND DEBTOR LOCATIONS TO INCLUDE:
2904 Mountain Road
Pasadena, MD 21122

10.00
1.50
7.00
11.39
17.88
1986 NOV 10 PM 5:30
E. FLOREY COLLISON
CLERK

JENKINS MARINE MOTOR SALES, INC.

James H. Eurice
Signature of Debtor: _____ +
Type or Print Below the Name as Per Above Written:

Dated 11-03-86
JAMES H. EURICE

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



Not to be recorded in
Land Records of
Anne Arundel County, MD

Subject to Recordation Tax:
Principal Amount is:

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: September 16, 1986

FINANCING STATEMENT

1. Debtor:
ROBERT A. KOWALYSHYN and
DINA H. KOWALYSHYN, his wife

Address:
994 Spa Road - Apt. 301
Annapolis, MD 21403

2. Secured Party:
FAIRVIEW FEDERAL SAVINGS
AND LOAN ASSOCIATION

Address:
9151 Baltimore National Pike
Ellicott City, MD 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 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 therefore, whether or not the same are, or

1450

1986 NOV 12 AM 9:50

J.P. CLERK

E. COLLISON
CLERK

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.

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:

FAIRVIEW FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Robert A. Kowalyszyn
ROBERT A. KOWALYSHYN

By: Charles C. Holman
Executive Vice-President

By: Dina H. Kowalyszyn
DINA H. KOWALYSHYN

BEING known and designated as Lot 23, Block 6, as shown on a plat entitled "Severn Grove" recorded among the Plat Records of Anne Arundel County in Plat Book No. 8, Page 41.

BEING Lots Twenty and Twenty-One (20 and 21), Block Six (6), as shown on a certain map entitled "Severn Grove, Anne Arundel County, Maryland, dated June 10, 1932, Clarence F. Shelly, Engineer", recorded in Plat Book FSR 3, folio 53 among the Land Records of Anne Arundel County, subject to the covenants and restrictions of record, covenants and restrictions recorded with the said map in Land Book 97, folio 197.

BEING known and designated as Lots 27, 28 and 29, Block 6, as shown on a plat entitled "Severn Grove" recorded among the Land Records of Anne Arundel County in Plat Book 8, page 41.

BEING known and designated as Lot Twenty-Two (22), Block Six (6) as shown on a certain map entitled "Severn Grove, Anne Arundel County, Maryland, dated June 10, 1932, Clarence F. Shelley, Engineer", recorded in Plat Book FSR 3, folio 53, among the Land Records of Anne Arundel County, subject to the covenants and restrictions of record, covenants and restrictions recorded with the said map in Land Records Book FSR 97, folio 197.

Mailed to Secured Party

ICB 2644005

FINANCING STATEMENT

1. To be Recorded in the Land Records at _____
 To be Recorded among the Financing Records at ANNE ARUNDEL COUNTY
 Not subject to Recordation Tax.
2. Subject to Recordation Tax in an initial deed in the amount of \$ 10,000.00. The Lender 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.

3. Debtor's Name(s): Stephen J. Britz Address(es): 110 South Street, Annapolis, Maryland 21401

4. Secured Party: Wynant National Bank Address: Department Down Commercial Bank
Attention: Boba Keller Post Office Box 807 Walkers 500-500
Baltimore, Maryland 21202

We Certify Please return to Wynant National Bank as indicated in paragraph 4 above.

5. This Financing Statement covers the following goods 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 with any cash, 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 title to which in whole or in part have been given or assigned 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 acquired, together with (i) all proceeds due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the title to which in whole or in part have been given or assigned 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, warehoused, or otherwise disposed of, in whole or in part, by the Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment: All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed, thereof, (ii) all returned, rejected or repossessed goods, 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 accessories now and hereafter affixed, thereof, (ii) all returned, rejected or repossessed goods, 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.

6. All or a portion of the property described above is affixed or is to be affixed to a lease and recorded 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: Stephen J. Britz

Secured Party: Wynant National Bank

By: [Signature] (Seal)

By: [Signature] (Seal)

By: _____ (Seal)

Type name and title: Barbara A. Newell
Commercial Banking Representative

1100
7000
JD

CERTIFICATION FOR ALLOCATION
OF MARYLAND RECORDATION TAX

TO: Clerk of the Circuit Court for Anne Arundel County Date: October 21, 1986

RE: Britz, Stephen J.

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- | | | | |
|----|--|----|------------------|
| 1. | Value of exempt Collateral | \$ | <u>20,000.00</u> |
| 2. | Value non-exempt Collateral | \$ | <u>10,000.00</u> |
| 3. | Value of Total Collateral | \$ | <u>30,000.00</u> |
| 4. | Computation of Amount of Debt Exempt from Recordation Tax: | | |

	x	Total Amount of Debt Secured	=	Amount of Debt Exempt from Tax
<u>Value of Exempt Collateral</u>				
<u>Value of Total Collateral</u>				
\$ <u>20,000.00</u>		x \$ <u>30,000.00</u>		= \$ <u>20,000.00</u>
\$ <u>10,000.00</u>				

- | | | | | | |
|----|---------------------|---|-----------------------------------|---|------------------------------|
| 5. | Loan Amount | - | Amount of Debt
Exempt from Tax | = | Amount of
Non-Exempt Debt |
| | \$ <u>30,000.00</u> | | - \$ <u>20,000.00</u> | | = \$ <u>10,000.00</u> |

6. Recordation Tax Due on Non-Exempt Debt:

	x	Tax Rate Per \$1,000	=	Recordation Tax Due
Amount of Non-Exempt Debt				
\$ <u>10,000.00</u>		x \$ <u>7.00</u>		\$ <u>70.00</u>

By:  _____
Stephen J. Britz

Mailed to Secured Party

FINANCING STATEMENT

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

5. Debtor(s) Name(s) Eastern Waste Industries Address(es) P.O. Box 6606
Annapolis, MD 21401

6. Secured Party Maryland National Bank Address P.O. Box 871
Attention: Maureen T. Konschnik Annapolis, MD 21404
 (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.

Eastern Waste Industries
Marcus Marx, Vice President (Seal)
 _____ (Seal)
 _____ (Seal)

Secured Party
 Maryland National Bank
Maureen T. Konschnik (Seal)
 Maureen T. Konschnik, Assistant Vice President
 Type name and title

1985 NOV 12 PM 12:59
 E. MAUREEN T. KONSCHNIK
 CLERK



RECORDING FEE 33.00
 11/12/85
 11:45 AM '85

11/12/85



SPECIFIC EQUIPMENT

Easy Pack Body Model HC250-A20 Serial # 5067

Easy Pack Body Model HC250-A20 Serial # 5027

Easy Pack Body Model HC250-A20 Serial # 5026

2-R Leach Body Serial # 16338

Roll Off Container Serial # 2356

Roll Off Container Serial # 2357

Roll Off Container Serial # 2358

Roll Off Container Serial # 2359

Roll Off Container Serial # 2360

Roll Off Container Serial # 2361

Roll Off Container Serial # 2362

Roll Off Container Serial # 2363

Roll Off Container Serial # 2364

Roll Off Container Serial # 2365

Roll Off Container Serial # 2366

Roll Off Container Serial # 2367

Roll Off Container Serial # 2368

Roll Off Container Serial # 2369

Roll Off Container Serial # 2370

Roll Off Container Serial # 2371

Roll Off Container Serial # 2372

Roll Off Container Serial # 2373

Roll Off Container Serial # 2374

Roll Off Container Serial # 2375

Hoist Serial # AH-92654

Mailed to Secured Party

STATE OF MARYLAND
FINANCING STATEMENT FORM UCC-1

BOOK 504 PAGE 501
Identifying File No. 264614

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

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

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

This financing statement Dated 5 November 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B & G Whole Food Company, Inc.
Address 5 N. Homeland Avenue, Annapolis, MD 21401

2. SECURED PARTY

Name Bay National Bank
Address 2661 Riva Road, bldg 700, Annapolis, MD 21401

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

3. Maturity date of obligation (if any)

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

All inventory, equipment, accounts and other rights to payments, and general intangibles, now owned or hereafter acquired by debtor, and all proceeds (cash or non-cash) from such inventory, equipment, accounts and other rights to payments, and general intangibles.

RECORD FEE 11.00
POSTAGE .50
405575 1277 802 113429
NOV 12 86

1986 NOV 12 PM 1:29
E. AUGIE Y. 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)

B & G Whole Food Company, Inc.
Paul W. Gammell, Pres
(Signature of Debtor)

Type or Print Above Name on Above Line
Paul W. Gammell (rec FRET)
(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

BAY NATIONAL BANK
David S. Proctor
(Signature of Secured Party)

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

11-98

FINANCING STATEMENT

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

1. Name of Debtor(s): Chesapeake Cruising Inc.
Address: 1401 Colony Rd White Rock Marina
Pasadena, Maryland 21122

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:



Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s):
Chesapeake Cruising Inc.

Secured Party:
FIRST AMERICAN BANK OF MARYLAND

BY: Patrice L. Rice, President
Patrice L. Rice, President

By: *[Signature]*
Dennis L. Ortiz, 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 AND HALE
P. O. BOX 947
ANNAPOLIS, MARYLAND 21404

Mailed to Secured Party

11/20/86
50

T

RECORDED
11-10-86
NOV 17 1986

1986 NOV 12 PM 3:57
BL CLERK

261616

BOOK 504 PAGE 593

FINANCING STATEMENT

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

1. Name of Debtor(s): Patrice L. Rice
Address: 396 Riverside Drive
Pasadena, Maryland 21122

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:

1986 NOV 12 PM 3:57
E. AUGUSTY & COLLISON

BL
CLERK

RECORD FEE 11.00
POSTAGE .50
RECORDED COPY 102 115432
NOV 12 1986

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

Debtor(s):
Patrice L. Rice
Patrice L. Rice, Individually

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *[Signature]*
Dennis L. Ortiz, 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)

1102
520
Mail to BALD AND HALE
P. O. BOX 947
ANNAPOLIS, MARYLAND 21404

Mailed to Secured Party

FINANCING STATEMENT

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

1. Name of Debtor(s): David J. Rice
Address: 396 Riverside Dr.
Pasadena, MD. 21122

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:



1986 NOV 12 PM 3:57
RECORDED & INDEXED
CLERK

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

Debtor(s): *David J. Rice*
.....
David J. Rice, Individually.....
.....
.....

Secured Party:
FIRST AMERICAN BANK OF MARYLAND
By: *Dennis L. Ortiz*
.....
Dennis L. Ortiz, 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 AND HALE
P. O. BOX 947
ANNAPOLIS, MARYLAND 21404

Mail to

11/12/86

RECORD FILE 11-00
POSTAGE 30
6:55 11/12/86
NOV 12 86

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

Roll No. _____ Page No. _____
 Identification No. _____ Dated April 19, 1986
 Recorded among the Financing Records of Anne Arundel County in
 Liber #497 folio \$090. Craig A. and Linda Laughlin
 1. Debtor(s) } Name or Names—Print or Type
 } 1534 Endsley Place, Crofton (A.A.Co.), MD 21114
 } Address—Street No., City - County State Zip Code

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

3. Maturity Date (if any) _____

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> 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.) SUBORDINATION TERMINATION</p>

* The undersigned secured party hereby subordinates the aforesaid Financing Statement to that Deed of Trust between Craig A. Laughlin and Linda Laughlin, his wife, and Trustees for Chase Home Mortgage dated, October 1, 1986, covering the real property at 1534 Endsley Place, Anne Arundel County, Maryland, to be recorded among the Land Records of Anne Arundel County and securing the sum of \$133,000.00.

Dated: October 1, 1986 Sears, Roebuck and Company

 Name of Secured Party

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

10.00
 20

1986 NOV 12 11 56 AM '86
 BL CLERK

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.

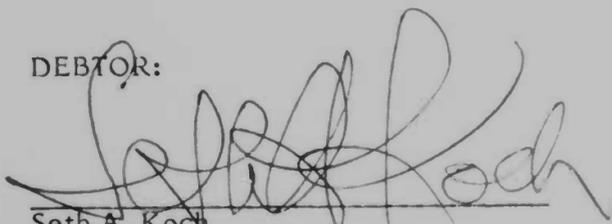
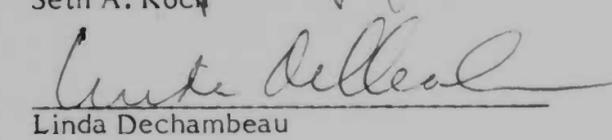
5. Debtor(s) Name(s)	Address(es)
Seth A. Koch Linda Dechambeau	1413 Defense Highway Gambrills, MD 21054
6. Secured Party	Address
First National Bank of Maryland	18 West Street Annapolis, MD 21401 Attn: Nicholas P. Lambrow

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

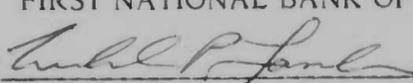
A. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and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

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

DEBTOR:


 Seth A. Koch

 Linda Dechambeau

SECURED PARTY:

FIRST NATIONAL BANK OF MARYLAND
 By: 
 Nicholas P. Lambrow,
 Regional Loan Officer



12.00
 12.00
 1996 NOV 12 PM 7:31
 E. ADAMS COLLISON
 CLERK

Address where Collateral will be located:

1413 Defense Highway,
Gambrills, Maryland 21054

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

MWO-6

12
P

SCHEDULE A

BEGINNING for the same at a pipe on the South side of the Defense Highway at a point South 86 Degrees 45 Minutes East 150 Feet from an iron pipe on the South side of said Highway, said pipe being at the intersection of the North 47 Degrees 57 Minutes West line of the John Gerstner tract with the South side of Defense Highway, said point being on the Northeast corner of the lands now or formerly owned by J. C. Ready, thence South 5 Degrees 31 Minutes West 785.54 Feet to the boundary lines of the whole tract of which this is a part, thence South 83 Degrees 43 Minutes East 54.1 Feet to an iron pipe, thence North 21 Degrees 28 Minutes East 594.00 Feet to an iron pipe and the Southeast corner of the Gerstner .95 Acre tract, thence North 3 Degrees 15 Minutes East 223.2 Feet to an iron pipe on the South Side of said Highway, thence along the South side of said Highway, North 86 Degrees 45 Minutes West 208.32 Feet to an iron pipe, being the place of beginning containing 2.84 Acres of land more or less.

BEING the same property described in a Deed dated April 1, 1985 from LINDA DECHAMBEAU & SETH A. KOCH, joint Tenants, Grantors, to LINDA DECHAMBEAU & SETH A. KOCH, tenants by the entirety, Grantees, recorded among the Land Records of Anne Arundel County at Liber 4034, folio 452.

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) Gregorio Antonio Arenas Priscilla Humphreys Arenas 9817 LaDuke Dr. Kensington, MD 20895	2. Secured Party(ies) and address(es) Riggs National Bank of Wash. DC 1120 Vermont Ave. Washington, DC 20005	For Filing Officer (Date, Time, Number, and Filing Office) PAID ME 12.00 DATE .50 TOTAL 12.50 NOV 13 1986
--	---	---

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

1977 Catalina 27' Hull #CTYL3462M77K MD 3797-AC
10 hp Mercury Enging O/B #4548802

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:

Gregorio Antonio Arenas
By: *Priscilla H. Arenas*
Signature(s) of Debtor(s) H. Arenas

J. A. Molster
By: *J. A. Molster*
Signature(s) of Secured Party(ies)
J. A. MOLSTER
Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



1986 NOV 13 11:10:00
E. MURPHY COLLISON
CLERK

Mailed to Secured Party

BOOK 504 PAGE 599

264620

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) Everett, Douglas P. Everett, Judith A. 3091 Scottsborough Way Riva, Md. 21140	2. Secured Party(ies) and address(es) Riggs National Bank of Wash. 1120 Vermont Ave., NW Washington, D.C. 20005	3. Maturity Date (if any): For Filing Officer (Date, Time, Number, and Filing Office) ESTIMATED FEE 12.00 STATE 70 TOTAL FEE 109.32 NOV 13 86
4. This financing statement covers the following types (or items) of property: 1983 Aloha 28' Sloop, Hull #ZUYOB1820383, MD 347-AN 13hp Westerbeke diesel engine, #1716C302		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: Douglas P. Everett
Judith A. Everett
 Signature(s) of Debtor(s) A. Everett

By: J. A. Molster
 Signature(s) of Secured Party(ies)
 J. A. MOLSTER
 Vice President

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

BL
CLERK

1986 NOV 13 AM 10:00
 J. A. MOLSTER
 VICE PRESIDENT

Mailed to Secured Party

264621

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

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

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

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
THOMPSON, JAVAN	310	HEDSON Rd	GLENBORIE	21061
THOMPSON, ALBROSIA	310	HEDSON Rd	GLENBORIE	21061

Name of Secured Party or assignee	No.	Street	City	State
GRIFFITH CONSUMERS Company	2510	Schuster Drive	Cheverly, Maryland	20781

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

Furnish and install one Powerguard Air conditioner (29,000.00) connect to existing supply plenum and electric panel. Install return duct to second floor hallway.

RETURN TO:

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

CHECK THE LINES WHICH APPLY

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

Debtor(s) or assignor(s)

<i>Javan Thompson</i> Javan Thompson	Griffith Consumers Company (Corporate, Trade or Firm Name) (Seal)
<i>Albrosia Thompson</i> Albrosia Thompson	<i>Jamene M. Dennis</i> Signature of Secured Party or Assignee <i>Treasurer</i> (Owner, Partner or Officer and Title) (Signatures must be in ink)



1988 NOV 13 10:00

Mailed to Secured Party

12.50

**END
LIBER**